



Republic of the Philippines
Department of Education
REGION IV-A CALABARZON



CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into by and between:

DEPARTMENT OF EDUCATION REGIONAL OFFICE IV-A CALABARZON, a component field office of the government entity known as the Department of Education organized under existing Philippine laws with office address at Gate 2, Karangalan Village, Cainta, Rizal and herein represented by its Regional Director, **ATTY. ALBERTO T. ESCOBARTE, CESO II**. It shall be referred in this agreement as the **CLIENT**.

-and-

LOUIE AND CHIT RESTAURANT AND EVENT CENTER, a domestic corporation duly registered under the Philippine laws, with principal address at Brgy. San Roque, Rosario, Batangas, represented herein by its Owner/General Manager, **MS. CHITA E. VICERAL**, hereinafter referred to as the **CATERING COMPANY**.

WITNESSETH

QUOTATION EVALUATION REPORT

Project Title: **CATERING SERVICES FOR THE VALIDATION AND PROCESSING OF RECLASSIFICATION DOCUMENTS**

Date of Activity: **FEBRUARY 4-6, 2026**

Approved Budget for the Contract: **Two Hundred Sixteen Thousand Pesos (Php216,000.00)**

Mode of Procurement: **Small Value Procurement (SVP)**

Name of Bidder: **LOUIE AND CHIT RESTAURANT AND EVENT CENTER**

Bid Price: **Two Hundred Thousand One Hundred Sixty Pesos (Php200,160.00)**

Date of Opening and Evaluation: **January 26, 2026**

Date Posted in the PhilGEPS: **January 20, 2026**

Date Posted in the Office Website and Conspicuous Bulletin: **January 19, 2026 to January 23, 2026**

RFQ sent to four (4) prospective suppliers:

1. Louie and Chit Restaurant and Event Center;
2. Jun & Cristy Catering Services;
3. M.I. Sevilla Catering; and
4. Gerly's Catering.

SUBMITTED QUOTATION/S:

Name of Bidder	Amount of Bid	Remarks
Louie and Chit Restaurant and Event Center	Php200,160.00	Complying
7SQ OPC	Php201,600.00	Non-Complying (Unfilled Total Cost in the Technical Specification and Expired Mayor's Permit)

LEGAL DOCUMENTS

Documents Evaluated	Present	Absent	Findings/Remarks
Business/Mayor's Permit	✓		Comply
PhilGEPS Registration Number	✓		Comply
Latest Income/Business Tax Return or Tax Clearance	✓		Comply
Notarized Omnibus Sworn Statement (OSS)	✓		Comply
Specifications	✓		Comply

Based on the findings above cited, **LOUIE AND CHIT RESTAURANT AND EVENT CENTER** has submitted all the documents required. The undersigned **RECOMMENDS** that the contract be awarded to **LOUIE AND CHIT RESTAURANT AND EVENT CENTER** having complied with all the requirements and thus declared as the Lowest Calculated and Responsive Quotation (LCRQ).

That the Client invited bids for the Procurement for the catering services of the participants in the **"VALIDATION AND PROCESSING OF RECLASSIFICATION DOCUMENTS"** on February 4-6, 2026 and has accepted the bid/quotation of the Catering Company for catering services in the sum of **TWO HUNDRED THOUSAND ONE HUNDRED SIXTY PESOS (Php200,160.00)**. (Hereinafter called "the Contract Price").

NOW, THEREFORE, for and in consideration of the foregoing premises of the mutual covenants and provisions hereafter set forth, the parties hereto have agreed and do hereby mutually agree as follows:

1. Documents deemed part

All documents submitted by Catering Company and all the documents released and issued by the Client and its Bids and Awards Committee and Technical Working Group such as but not limited to:

- a) Letter of Recommendation;
- b) Quotation Evaluation Report;
- c) Request for Quotation;
- d) Certification of Posting;
- e) All other documents already submitted by the Catering Company and to be required to be submitted after the perfection of this contract.

shall form part of this contract.

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2. Place, Location and Date

The **Catering Company** shall provide **Breakfast, AM Snacks, Lunch, PM Snacks** and **Dinner** to the participants of the *Validation and Processing of Reclassification Documents* to be held on February 4-6, 2026 at RELC-NEAP, Malvar, Batangas.

3. Number of Participants

The total number of participants for the *Validation and Processing of Reclassification Documents* is **Eighty (80)** per activity on February 4-6, 2026.

4. Responsibilities

The **Catering Company** warrants the following:

1. The food must be delivered hot and on time at NEAP-RELC, Malvar, Batangas.
2. Provide **Breakfast, AM Snacks, Lunch, PM snacks** and **Dinner** for **Nine Hundred Pesos Only (Php900.00)** per person in accordance with the approved menu by the Client on the day of the activity or on February 4-6, 2026.
3. The Caterer should provide the following needed catering materials in the NEAP-RELC;
 - a. Table cloths, chairs, tables, and cleaning materials such as tornado mop to maintain cleanliness and upkeep of the catering venue;
 - b. Food warmer; and
 - c. Drinking glasses, cups, saucers, and other utensils (must be breakable not plastic)
4. The crew must wear service uniforms in a complete set (with caps/hair nets and gloves). They shall have a health certificate issued by the City/Municipal Health Office.
5. Free-flowing brewed coffee should be provided to the participants by the caterer until the evening of each training day.
6. Mineral water with a dispenser should be provided and be made available for the participants anytime.
7. The caterer must follow the End-User suggested menu, which must be within the approved standard rate and must be posted in the designated area in the mess hall.
8. Ensure that the mess hall is clean and all things are in proper order/place before leaving.
9. The crew and supervisor of the catering service can only leave the area when the activity ends.
10. The following expenses shall be charged against the contracted official food service provider/caterer:
 - a. Use of kitchen and stockroom areas;
 - b. Water and electric bill; and
 - c. Waste disposal fee.
11. They shall pay the amount of Php50.00 per participant per day payable to NEAP-RELC through the RO Accounting Section or it shall be automatically deducted from their payment until such time that the water and electric meters are installed, approved, and ready for use by the contracted official food service provider.
12. They shall provide a list of menu items for the program proponents to choose from and ensure a variety of healthy foods for meals and snacks.
13. The catering service should be responsive to the request of participants regarding food restrictions as requested by the program management.
14. The Catering service provider and program proponent should closely coordinate with each other regarding food service.

15. Warrant that all of the services to be performed by the Catering Company under or pursuant to this contract shall be of the standard and quality which prevail among similar businesses and organizations of superior knowledge and skill engaged in providing similar services under the same or similar circumstances.

5. Mode of Payment

For and in consideration of the above services, the **Client** will pay the **Catering Company** based on the actual number of participants who attended the event and shall be charged or billed the total amount of **TWO HUNDRED THOUSAND ONE HUNDRED SIXTY PESOS (Php200,160.00)**.

6. Supervision and Control

The **Catering Company** shall exercise strict discipline, close supervision and exclusive control and administration over its personnel in accordance with law, ordinances and pertinent government rules and regulations as well as the rules and policies laid down by the **Client** on the matter. In so far as enforcement of police and company rules and regulations related to safety is concerned, the **Client** shall exercise supervision and control over the participants.

7. Liability to Personnel and Third Parties

The **Catering Company** is NOT an agent or employee of the **Client** and the personnel to be assigned by the **Catering Company** to the **Client** are in no sense employees of the latter as they are for all intents and purposes employees of the **Catering Company**. Accordingly, the **Client** shall not be responsible for any and all claims for personal injury caused to any of the personnel or to any third party where such injury arises out of or in the course of performance of said personnel.

8. Liability in case of Fortuitous Event or Force Majeure

The **Catering Company** shall not be liable for losses and/or damages due to fortuitous events or force majeure beyond the control and competence of the personnel to prevent; the provision of the New Civil Code shall be applied in determining the amount and liability thereto.

9. Termination of Contract

Either party may terminate this contract with just cause. However, the party terminating shall serve a written notice to the other party at least three (3) days prior to the intended.

10. Assignment

This contract cannot be assigned by either party without the other party's written consent.

11. Alternative Dispute Resolution (ADR) Clause

Both parties entered into this agreement in the spirit of mutual trust and understanding. The parties intend that all unforeseen matters, issues, and concerns that will arise in the future shall be resolved with mutual understanding. In case of conflict/dispute between the parties, it shall be

resolved in a peaceful and amicable manner. Every earnest effort shall be made to amicably settle the conflict/dispute through peaceful dialogue and negotiation to accommodate the policies and intention of both parties.

In case of failure to settle the conflict/dispute through peaceful and amicable manner, such conflict/dispute shall be submitted for arbitration/mediation in accordance with Republic Act No. 9285, known as Alternative Dispute Resolution Act of 2004. Both parties mutually agree that the decision of the designated/chosen arbitrator/mediator is binding to them. The place of arbitration/mediation is exclusively in Cainta, Rizal.

No legal action may be instituted in any court/tribunal/quasi-judicial body unless the arbitration/mediation has failed or waived by both parties in writing. Legal action for breach of this agreement shall only be instituted in the courts of competent jurisdiction in Cainta, Rizal to the exclusion of all other courts outside the judicial region.

12. Capacity and Authorization

The signatories to this contract hereby represent and warrant to the other that it is duly authorized and empowered to execute, deliver and perform this contract and that such action does not conflict with or violate any provision of law, regulation, policy, contract, deed of trust or other instrument to which it is a party or by which it is bound and that this contract constitutes a valid and binding obligation between the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands, this day of 03 FEB 2026 at ATANGAS CHIT, Philippines.

**Department of Education
Region IV-A CALABARZON**


ATTY. ALBERTO T. ESCOBANTE, CESO II
Regional Director

**LOUIE AND CHIT RESTAURANT AND
EVENT CENTER**


MS. CHITA E. VICERAL
Owner/General Manager

SIGNED IN THE PRESENCE OF:


JISELA N. ULPINA
Chief, HRDD/NEAP-R
DepEd Region IV-A CALABARZON


Jamie Lynn Carter

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REPUBLIC OF THE PHILIPPINES)

~~BATANGAS CITY~~ SS.**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public for and in the City of ~~BATANGAS CITY~~, this
03 FEB 2026 personally appeared:

Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	<u>DepEd Office ID No. 4529876</u>	
<u>Chita E. Viceral</u>		

who are known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free act and voluntary act and deed.

This instrument, consisting of six (6) pages, including the page on which this acknowledgment is written, has been signed on the left margin of each and every page hereof by the concerned parties and their witnesses, and sealed with my notarial seal.

WITNESS MY HAND AND SEAL, at the place and date above-written.

Doc. No. L7;
 Page No.
 Book No.
 Series of 2026.


ATTY. ILUMINADO O. CUEVAS, CPA
 Notary Public
 Until December 31, 2027
 Under Admin. Matter No. 2025-358-R
 Hilltop, Kumintang Ibaba, Batangas City
 Roll No. 35085/27 May 1988
 PTR No. 5392704/1-05-26/Bat. City
 IBP No. 562270/12-02-2025 Batangas City for Year 2026
 TIN-129-694-179-000
 MCLE VIII-0018704/Valid up to: 4-14-2028
 cuevaslawoffice.teeuevas@gmail.com