



Republic of the Philippines
Department of Education
 Administrative Service
 Events Assistance and Services Unit

Nicolaus Villanueva
 NICOLAUS VILLANUEVA
 AICEE CATERING FOOD SERVICES's Witness

PROJECT REFERENCE NO.: 2024-EASU(004)-PT-CS

PROJECT TITLE: Procurement of Meals for the Conduct of Commemoration of the 126th Philippine Independence Day Celebration (National Flag Day Celebration)-Learners and teachers & Non Teaching

CONTRACT NO.:2024-EASU-004-EPS

CONTRACT FOR SMALL VALUE PROCUREMENT OF CATERING SERVICE

Acereil V. Basco
 ACEREIL V. BASCO
 AICEE CATERING FOOD SERVICES

THIS CONTRACT made and entered into this JUN 07 2024 day of _____ 2024 by and between the **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Undersecretary and Chief of Staff Head of Procuring Entity, **ATTY. MICHAEL WESLEY T. POA**, as per Office Order OO-OSEC-2023-267 (hereinafter referred to as "DEPED"); and **ACEREIL VALERIO BASCO (AICEE CATERING FOOD SERVICES)**, represented herein by its Owner, **ACEREIL V. BASCO** with office address at Blk 5 Lot 6 Corvette St., Thunderbird Subd., 174 District 1 Caloocan City, Brgy. 174, (hereinafter referred to as the "**AICEE CATERING FOOD SERVICES**").

DEPED and AICEE CATERING FOOD SERVICES are collectively called PARTIES.

Rolly V. Soriano
 ROLLY V. SORIANO
 DEPED's Witness

WHEREAS, DEPED requested quotations from prospective service providers for the procurement of catering service for **Procurement of Meals for the Conduct of Commemoration of the 126th Philippine Independence Day Celebration (National Flag Day Celebration)-Learners and teachers & Non Teaching**, and received quotation from two (2) prospective service providers; **DEPED** evaluated the offer of the prospective service providers and declared **AICEE CATERING FOOD SERVICES** as having the Lowest Calculated Quotation for the project; after post-qualification, **DEPED** declared the quotation of **AICEE CATERING FOOD SERVICES** as the Lowest Calculated Quotation in the sum of **PHILIPPINE PESOS: EIGHTY ONE THOUSAND PESOS 00/100 (P81,000.00) only**, (hereinafter called the "Contract Price") detailed as follows:

Atty. Michael Wesley T. Poa
 ATTY. MICHAEL WESLEY T. POA
 DEPED

Date of Activity/ Inclusive Dates	Estimated Number of Pax	No. of Day/s	Location	Amount (in PhP)
June 12, 2024	300	One (1)	Rizal Park, Manila	₱81,000.00

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract, words and expressions shall have the same meaning as are respectively assigned to them in the Project Reference.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184 shall be deemed to form and be read and construed as part of this Contract, viz:
 - a. Resolution to Award No. **2024-EASU-052(CS)** dated **May 28, 2024**;
 - b. Notice of Award of Contract and **AICEE CATERING FOOD SERVICES**'s conforme thereto;
 - c. **AICEE CATERING FOOD SERVICES**'s offer, including the eligibility requirements, technical and financial proposals, and all other documents or statements submitted;
 - d. Technical Specifications (Annex "A"); and
 - e. Other contract documents required by existing laws and/or **DEPED**. **AICEE CATERING FOOD SERVICES** agrees that additional contract documents of information prescribed by the Government Procurement Policy Board (GPPB) that are subsequently required for submission after the contract execution such as, but not limited to, Notice to Proceed and Variation Order, shall form part of the Contract.

3. The lease of catering service referred to in this Contract shall commence on **June 12, 2024** and end on **June 12, 2024**, subject to **AICEE CATERING FOOD SERVICES**'s receipt of the Notice to Proceed (NTP).
4. The lease of catering service referred to in this Contract must conform to and comply with the final technical specifications as approved by the Procurement Committee of the Events Assistance and Services Unit based on the actual offer of **AICEE CATERING FOOD SERVICES**, and reflected in the post-qualification report, which is hereto attached as Annex "B" and made an integral part hereof.

Any proposal by **AICEE CATERING FOOD SERVICES** to provide goods, services, and/or equipment of different specifications, in lieu of those approved, shall not be allowed. However, under justifiable circumstances, higher or superior technical specifications may be permitted, subject to the evaluation and favorable recommendation of **DEPED**'s end-user or implementing unit, and the approval of the herein authorized signatory. In any such case, the proposal by **AICEE CATERING FOOD SERVICES** for substitution shall not result in any additional cost or undue burden to **DEPED**.

5. **AICEE CATERING FOOD SERVICES** shall be responsible for the sources of its goods, services, and/or equipment, and shall provide the same in accordance with the schedule and specifications of the award, including incidental and additional services as specified in the Project Reference, if any. Failure on the part of **AICEE CATERING FOOD SERVICES** to comply with this provision shall be a ground for cancellation of the Contract.
6. One-time/full payment of the Contract Price shall be made to **AICEE CATERING FOOD SERVICES** within 60 days, through the Government disbursement procedure and subject to applicable taxes, upon **DEPED**'s receipt of the complete documentary requirements from **AICEE CATERING FOOD SERVICES**. Such payment shall be based on the actual number of

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AICEE CATERING FOOD SERVICES's Witness

ACERIL V. BASCO
AICEE CATERING FOOD SERVICES

Rolly V. Soriano
ROLLY V. SORIANO
DEPED's Witness

Michael Wesley T. Poa
ATTY. MICHAEL WESLEY T. POA
DEPED

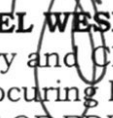
registered participants, or the minimum guaranteed number of participants as indicated in the Schedule of Requirements.

Other documents in support of a request for payment may be required by **DEPED** pursuant to existing disbursement, accounting, and auditing rules and procedures.

7. **AICEE CATERING FOOD SERVICES** shall be liable for liquidated damages in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion, for every day of delay. **DEPED** shall deduct the liquidated damages from any money due or which may become due to **DEPED**. Once the accumulated amount of the liquidated damages reaches 10% of the Contract Price, **DEPED** may rescind or terminate the Contract, without prejudice to other courses of action and remedies available under the circumstances.
8. The **PARTIES** shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the **PARTIES** in connection with the implementation of the Contract. Should such dispute not be resolved amicably, it shall be submitted to Early Neutral Evaluation pursuant to Republic Act No. 9285 or the "Alternative Dispute Resolution Act of 2004", and its Implementing Rules and Regulations.

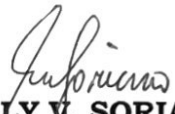
IN WITNESS WHEREOF, the **PARTIES** hereto have caused this Contract to be executed in accordance with governing laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:


ATTY. MICHAEL WESLEY T. POA
Undersecretary and Chief of Staff
Head of Procuring Entity
DEPARTMENT OF EDUCATION



ACEREIL V. BASCO
Owner
AICEE CATERING FOOD SERVICES

SIGNED IN THE PRESENCE OF:


ROLLY V. SORIANO
DEPED's Witness


ROWENA VILLANUEVA
AICEE CATERING FOOD SERVICES's
Witness

CERTIFIED FUNDS AVAILABLE: ₱ 21, 000.00


MA. RHUNNA L. CATALAN
Chief Accountant

REPUBLIC OF THE PHILIPPINES)
CITY OF QUEZON CITY) S.S.

ACKNOWLEDGEMENT

BEFORE **ME,** a Notary Public, and for
Philippines, this QUEZON CITY day of JUN 07 2024, 2024 personally appeared:

NAME

GOVERNMENT ISSUED ID
(Number, Issued On, Issued By)


ACEREIL V. BASCO

Owner
AICEE CATERING FOOD SERVICES

Known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entity which he/she respectively represents.

The foregoing instrument is a CONTRACT consisting of three (3) pages (exclusive of attachments), excluding this page on which this acknowledgment is written and signed by the party hereto.

WITNESS MY HAND AND SEAL on the date and place first above written.

Doc. No. : 267
Page No. : 74
Book No. : VI
Series of 2024


ATTY. LORENZO S. DANIPOG
NOTARY PUBLIC
UNTIL DEC. 31, 2024
Roll No. 27779
IBP No. 445915, 03/12/2024 IBP C.O.
PTR No. 5950714, 03/11/2024 Q.C.
MCLE Compliance VII-0025704 Valid Until 4/14/2025

REPUBLIC OF THE PHILIPPINES)
CITY OF QUEZON CITY S.S.

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public, and for
QUEZON CITY
Philippines, this JUN 07 2024 day of JUN 07 2024, 2024 personally appeared:

NAME

GOVERNMENT ISSUED ID
(Number, Issued On, Issued By)

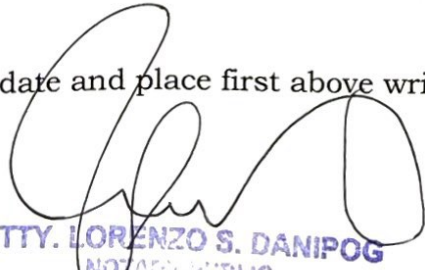
ATTY. MICHAEL WESLEY T. POA
Department of Education

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