



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

**PROJECT REFERENCE NO.: 2024-EASU(007)-PT-CS**

**PROJECT TITLE: Procurement of Catering Services for the Conduct of Orientation of BAE Specialists on ALS M and E, Data Collection, Data Analysis, and Technical Report Writing**

**CONTRACT NO.:2024-EASU-007-BAE**

**CONTRACT FOR SMALL VALUE PROCUREMENT  
 OF CATERING SERVICES**

**THIS CONTRACT** made and entered into this \_\_\_\_ day of 04 NOV 2024 2024 by and between the **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Director IV, Bureau of Alternative Education, **MARILETTE R. ALMAYDA**, as per **Office Order OO-OSEC-2024 No. 189 dated August 9, 2024** (hereinafter referred to as “**DEPED**”); and **CERILLO’S CATERING SERVICES**, represented herein by its Chief Operating Officer, **EMMANUEL T. MANALO** with office address at L6 F2, Jenny’s Ave., San Miguel, Pasig City, (hereinafter referred to as the “**CERILLO’S CATERING SERVICES**”).

**DEPED** and **CERILLO’S CATERING SERVICES** are collectively called **PARTIES**.

**WHEREAS, DEPED** requested quotations from prospective lessors for the procurement of catering service for **Procurement of Catering Services for the Conduct of Orientation of BAE Specialists on ALS M and E, Data Collection, Data Analysis, and Technical Report Writing**, and received quotation from one (1) prospective lessor; **DEPED** evaluated the offer of the prospective lessor and declared **CERILLO’S CATERING SERVICES** as having the Single Calculated Quotation for the project; after post-qualification, **DEPED** declared the quotation of **CERILLO’S CATERING SERVICES** as the Single Calculated Quotation in the sum of **PHILIPPINE PESOS: EIGHTY FIVE THOUSAND, FIVE HUNDRED 00/100 (₱85,500.00) only**, (hereinafter called the “Contract Price”) detailed as follows:

Date of Activity/ Inclusive Dates	Estimated Number of Pax	Location	Amount (in Php)
November 13-15, 2024	57	Near DepEd Central Office	₱85,500.00

*Manalo*  
 CERILO'S CATERING SERVICES's Witness

*Manalo*  
 EMMANUEL T. MANALO  
 CERILO'S CATERING SERVICES

*Corpuz*  
 RODERICK P. CORPUZ  
 DEPED's Witness

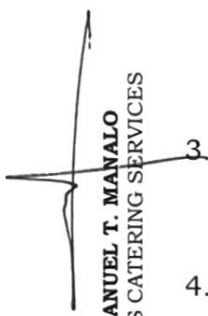
*Almayda*  
 MARILETTE R. ALMAYDA  
 DEPED


**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-219(CS)** dated **October 28, 2024**;
  - b. Notice of Award of Contract and **CERILO'S CATERING SERVICES's** conforme thereto;
  - c. **CERILO'S CATERING 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**. **CERILO'S CATERING 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 **November 13, 2024** and end on **November 15, 2024**, subject to **CERILO'S CATERING 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 **CERILO'S CATERING SERVICES**, and reflected in the post-qualification report, which is hereto attached as Annex "B" and made an integral part hereof.

Any proposal by **CERILO'S CATERING 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 **CERILO'S CATERING SERVICES** for substitution shall not result in any additional cost or undue burden to **DEPED**.
5. **CERILO'S CATERING 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 **CERILO'S CATERING 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 **CERILO'S CATERING SERVICES** within 60 days, through the Government disbursement procedure and subject to applicable taxes, upon **DEPED's** receipt of the complete documentary requirements from **CERILO'S CATERING SERVICES**. Such payment shall be based on the actual number

  
CERILO'S CATERING SERVICES's Witness

  
EMMANUEL T. MANALO  
CERILO'S CATERING SERVICES

  
RODERICK P. CORPUZ  
DEPED's Witness

  
MARILETTE R. ALMAYDA  
DEPED


of registered participants, or the minimum guaranteed number of participants as indicated in the Technical Specifications.


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. **CERILO'S CATERING 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:

  
**MARILETTE R. ALMAYDA**  
Director IV  
Bureau of Alternative Education  
DEPARTMENT OF EDUCATION

  
**EMMANUEL T. MANALO**  
Chief Operating Officer  
CERILO'S CATERING SERVICES

SIGNED IN THE PRESENCE OF:

  
**RODERICK P. CORPUZ**  
DEPED's Witness

  
CERILO'S CATERING SERVICES's Witness

CERTIFIED FUNDS AVAILABLE: ₱25,500.00

  
**MA. RHUNNAL. CATALAN**  
Chief Accountant


REPUBLIC OF THE PHILIPPINES )  
CITY OF Pasig City ) S.S.


**ACKNOWLEDGEMENT**

**BEFORE** ME, a Notary Public, and for  
Pasig City  
Philippines, this \_\_\_ day of 04 NOV 2024, 2024 personally appeared:

**NAME**

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

  
**MARILETTE R. ALMAYDA**  
Department of Education *MD*

  
**EMMANUEL T. MANALO**  
Chief Operating Officer  
CERILLO'S CATERING SERVICES


Passport: P5991507A  
Feb. 10, 2018 ; DFA Manila

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. :** 134;  
**Page No. :** 28;  
**Book No. :** XXI;  
**Series of 2024.**

  
**ATTY. MARY GRACE L. ORTEGA**  
Appointment No. 24 (2024-2025)  
Notary Public for Pasig City  
PTR No. 1650551/1-3-2024/PASIG CITY  
IBP No. 367687/11-14-2023/RSM CHAPTER  
Roll of Attorneys No. 80555/5-19-2022  
MCLE Comp. EXEMPTED/Newly Admitted  
Commission until December 31, 2025  
15 Jeffry's Avenue, Maybunga, Pasig City