



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, Region IV-A, a government agency with office address at Gate 2 Karangalan Village, Cainta, Rizal, herein represented by **FRANCIS CESAR B. BRINGAS**, Regional Director, herein referred to as "**CLIENT**"

-and-

GOD'S TREASURE ENTERPRISES, with principal address at No. 31 Oxford St., Provident Villages, Jeses Dela Pena, Marikina City, represented herein by its Assistant Manager, **MARIAE FRANCO HABIJAN**, hereinafter referred to as the "**CATERING COMPANY**".

WITNESSETH

WHEREAS, the **FIRST PARTY** will conduct the "**CONDUCT OF CPROCIA: COACHING PROGRAM FOR REGIONAL OFFICE CONTINUOUS IMPROVEMENT (CI) ADVOCATES SESSIONS 6 & 7**" on July 19-20, 2022.

WHEREAS, the **CATERING COMPANY** is engaged in the business of providing catering services. It was granted a business permit and is registered in the Philippine Government Electronic Procurement System (PhilGEPS) with PhilGEPS Registration No. 2018-248680.

WHEREAS, the Approved Budget for the Contract (ABC) is **FORTY-SIX THOUSAND EIGHT HUNDRED PESOS ONLY (Php46,800.00)**;

WHEREAS, Rule XVI, Section 53.9 of the IRR of RA 9184 provides the general rule that public bidding is the general mode of procurement. However, the same section allows procuring entities to resort to alternative methods of procurement such as Negotiated Procurement subject to the approval of the Head of the Procuring Entity;

WHEREAS, Rule XVI, Section 53.9 of the IRR of RA 9184 allows Negotiated Procurement under Small Value Procurement as a mode of procurement subject to the approval of the Head of the Procuring Entity;

WHEREAS, the request for Quotation was posted at the Office Website and conspicuous bulletin board of the Regional office on June 15-20, 2022.

WHEREAS, RFQs were sent to atleast three prospective suppliers;

WHEREAS, two (2) Suppliers submitted their respective proposal before the deadline for the submission of bids, offering the following financial bids, as read:

NAME OF BIDDER	AMOUNT OF BID
God's Treasure Enterprises	Php46,410.00
Roscher's Catering Services	Php46,800.00

WHEREAS, after review and deliberation on the proposal, **GOD'S TREASURE ENTERPRISES** complied with the requirements and declared as the Lowest Calculated and Responsive Bid (LCRB);

WHEREAS, the Entity invited Bids for the Procurement of catering services for the participants in the **"CONDUCT OF CPROCIA: COACHING PROGRAM FOR REGIONAL OFFICE CONTINUOUS IMPROVEMENT (CI) ADVOCATES SESSIONS 6 & 7"** which will be held on July 19-20, 2022 and has accepted a Bid by the Catering Company in the sum of **FORTY-SIX THOUSAND FOUR HUNDRED TEN PESOS ONLY (Php46,410.00)**. (Hereinafter called "the Contract Price").

WHEREAS, pursuant to the Implementing Rules and Regulations of Republic Act 9184, the Bids and Awards Committee of DepEd CALABARZON recommended on April 5, 2022 to the head of the procuring entity the award of the project to **GOD'S TREASURE ENTERPRISES**.

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. Place, Location and Date

The CATERING COMPANY shall provide food (**AM Snacks, Lunch, and PM Snacks**) to the ROP employees of the **"Conduct of CPROCIA: Coaching Program for Regional Office Continuous Improvement (CI) Advocates Sessions 6 & 7"** to be held on July 19-20, 2022.

2. Number of Participants

The total number of ROP employees for the **"Conduct of CPROCIA: Coaching Program for Regional Office Continuous Improvement (CI) Advocates Sessions 6 & 7"** which will be held on July 19-20, 2022 is Thirty-Nine (39).

3. Responsibilities

The Catering Company warrants the following:

1. Deliver the goods separately packed and sealed while the spoon and fork covered in tissue paper are properly sealed in a plastic.
2. Deliver the goods at least 20 minutes before 10:00 in the morning for the snack and at least 20 minutes before 12:00 noon. The goods must still be warm upon delivery.
3. Make the delivery using vehicle of its own. Delivery using public transport or private courier such as Grab, Lalamove shall be refused.
4. Make the delivery by personnel from the Catering Company who are using face mask. He/she must be wearing a hairnet and in possession of his health card required by DOH during the process.

6. Provide **AM Snacks, Lunch, and PM Snacks**, for **Five Hundred Ninety-Five Pesos Only (Php595.00)** per person in accordance with the approved menu by the CLIENT on the day of the activity or on **July 18-20, 2022**.
7. 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.

4. 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 amount of **Five Hundred Ninety-Five Pesos Only (Php595.00)** per ROP employee.

5. Supervision and Control

The CATERER 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.

6. Liability to Personnel and Third Parties

The CATERER is NOT an agent or employee of the CLIENT and the personnel to be assigned by the CATERER to the CLIENT are in no sense employees of the latter as they are for all intents and purposes employees of the CATERER. 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.

7. Liability in case of Fortuitous Event or Force Majeure

The CATERER 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.

8. Termination of Contract

Either party may terminate this contract with or without just cause. However, the party terminating shall serve a written notice to the other party at least three (3) days prior to the intended date of termination.

9. Assignment

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

10. Warranty


The **Catering Company** hereby warrants and attest that the signatory in this contract is duly authorized by the Board and / or its Management to sign for and its behalf.

11. Term of Contract


This Contract shall be effective on **July 19, 2022**.

IN WITNESS WHEREOF, the parties have hereunto set their hands, this
JUL 18 2022 at Cainta, Rizal, Philippines.

Department of Education
 Region IV-A CALABARZON


FRANCIS CESAR B. BRINGAS
 Regional Director

GOD'S TREASURE ENTERPRISES


MARIAE FRANCO HABIJAN
 Assistant Manager

SIGNED IN THE PRESENCE OF:

REPUBLIC OF THE PHILIPPINES)
 _____) SS.
 QUEZON CITY

ACKNOWLEDGMENT

JUL 18 2022 **QUEZON CITY**
 BEFORE ME, a Notary Public for and in the City of _____, this
 _____, personally appeared:

Name	Identification No.	Expiration Date
<u>Francis Cesar B. Bringas</u>	<u>Non-Professional Driver's</u> <u>License No. A08-89-001189</u>	2023/10/02
<u>Mariae Franco Habijan</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 four (4) 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. 93;
 Page No. 20;
 Book No. LXVI;
 Series of 2022.

Notary Public

ATTY. JUAN C. CORTEZ
 Notary Public
 Until December 31, 2022
 PTR No. 2544877/01/27/2022 QC
 IBP No. 178355/02/15/2022
 Admin Matter No. NP-071
 Roll No. 72112
 MCLE Comp. No. VI-0030668