



Republic of the Philippines
Department of Education
REGION IV-A CALABARZON
GATE 2, KARANGALAN VILLAGE
1900 CAINTA, RIZAL

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**. It shall be referred in this agreement as the **"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 **"2022 ANNUAL PHYSICAL AND LABORATORY EXAMINATION AND VACCINATION"** on **November 7, 11, 14 and 18, 2022**.

WHEREAS, the **CATERING COMPANY** is engaged in the business of providing catering services since April 24, 2012. It was granted a 2021 business permit and is registered in the Philippine Government Electronic Procurement System (PhilGEPS);

WHEREAS, the Approved Budget for the Contract (ABC) is **NINETY-ONE THOUSAND EIGHT HUNDRED PESOS ONLY (Php91,800.00)**;

WHEREAS, Section 53.9 of the 2016 Revised Implementing Rules and Regulations (R-IRR) of Republic Act 9184, otherwise known as the "Government Procurement Reform Act of 2003", allows an agency to resort to Small Value Procurement as alternative methods of procurement where the amount involved does not exceed the threshold amount of One Million Pesos (Php1,000,000.00) as prescribed in Annex "H" thereof;

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 (RFQ) was posted in the Philippine Government Electronic Procurement System (PhilGEPS), on October 14, 2022, at the Office Website and conspicuous bulletin board of the Regional office on October 13 – 18, 2022;



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Trunkline: 02-8682-5773/8684-4914/8647-7487

Website: depedcalabarzon.ph

Document Inquiry : <https://r4a-teadoc.com/inquire>

Facebook: DepEd R-4A Calabarzon



WHEREAS, RFQs were sent to atleast three prospective suppliers namely:

1. God's Treasure Enterprises;
2. Rosher's Catering Services; and
3. Chef Chryz Tina Catering

WHEREAS, one (1) Supplier submitted its proposal: **GOD'S TREASURE ENTERPRISES** in the amount of **EIGHTY-EIGHT THOUSAND SEVEN HUNDRED FORTY PESOS ONLY (Php88,740.00)**. Thus, **GOD'S TREASURE ENTERPRISES** was declared as the lone bidder.

WHEREAS, after review and deliberation on the proposal, **CATERING COMPANY** complied with the requirements and declared as the Single Calculated and Responsive Bid (SCRB);

WHEREAS, pursuant to the Implementing Rules and Regulations of Republic Act 9184, the Bids and Awards Committee of DepEd CALABARZON recommended on October 19, 2022 to the head of the procuring entity the award of the project to **CATERING COMPANY**.

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 Snack, Lunch and PM Snack) to the participants of the "2022 Annual Physical and Laboratory Examination and Vaccination" to be held on November 7, 11, 14 and 18, 2022.

2. Number of Participants

The total number of participants for the "2022 Annual Physical and Laboratory Examination and Vaccination" which will be held on November 7, 11, 14, and 18, 2022 is Two Hundred One (201).

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 processing of business permit.
5. No fast food are allowed. 

6. Provide Lunch, for **Two Hundred Ninety Pesos Only (Php290.00)** per person in accordance with the approved menu by the **CLIENT** on the day of the activity or on **November 7, 11, 14, and 18, 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 total amount of **EIGHTY-EIGHT THOUSAND SEVEN HUNDRED-FORTY PESOS ONLY (Php88,740.00)**.

5. 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.

6. 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.

7. 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.

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. *Job*

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 **November 7, 2022**.

IN WITNESS WHEREOF, the parties have hereunto set their hands, this
NOV 08 2022 at Cainta, Rizal, Philippines.

Department of Education
Region IV-A CALABARZON

GOD’S TREASURE ENTERPRISES


ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director


MARIAE FRANCO HABIJAN
Assistant Manager

SIGNED IN THE PRESENCE OF:

REPUBLIC OF THE PHILIPPINES)

~~QUEZON CITY~~) SS.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of _____ this

~~NOV 08 2022~~ personally appeared: ~~QUEZON CITY~~

Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	<u>DepEd Office ID No. 4529876</u>	_____
<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 five (5) 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. 54;
Page No. 12;
Book No. 62X111;
Series of 2022 54

ATTY. RYAN C. CORTEZ
Notary Public
Until December 31, 2022
PTR No. 2564877; 01/27/2022 QC
IBP No. 170355/02/15/2022
Admin Matter No. NP-071
Roll No. 72112
MCLE Comp. No. VI-0030058