



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**. 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"**.

W I T N E S S E T H

WHEREAS, the **Client** will conduct the **"VIRTUAL RESEARCH O'CLOCK AT DEPED CALABARZON"** on **February 15, May 12, August 28, and November 14, 2023**.

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 **FIFTY-TWO THOUSAND EIGHT HUNDRED PESOS ONLY (Php52,800.00)**;

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, the Request for Quotation (RFQ) was posted in the Philippine Government Electronic Procurement System (PhilGEPS) on February 2, 2023, office website and conspicuous bulletin board in the premises of this Office starting on February 1, 2023 to February 6, 2023;

 **WHEREAS**, RFQs were sent to four (4) prospective suppliers namely:



Address: Gate 2, Karangalan Village, Cainta, Rizal
Telephone Nos.: 02-8682-5773/8684-4914/8647-7487
Email Address: region4a@depd.gov.ph
Website: depedcalabarzon.ph

Legal-CO01-2023-30



1. DepEd Region IV-A CALABARZON Multipurpose Cooperative;
2. God's Treasure Enterprises;
3. Roshers Catering Services; and
4. Focal Managing Loop Inc.

WHEREAS, one (1) Supplier submitted its proposal: **GOD'S TREASURE ENTERPRISES** in the amount of **FIFTY-ONE THOUSAND FOUR HUNDRED EIGHTY PESOS ONLY (Php51,480.00)**. Thus the **Catering Company** was declared as the lone bidder.

WHEREAS, after review and deliberation on the proposal, the **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 February 7, 2023 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 (**Breakfast, Lunch and PM Snack**) to the participants of the "*Virtual Research O'Clock at DepEd CALABARZON*" to be held on February 15, May 12, August 28, and November 14, 2023.

2. Number of Participants

The total number of participants for the "*Virtual Research O'Clock at DepEd CALABARZON*" which will be held on February 15, May 12, August 28, and November 14, 2023 is Twenty-Two (22).

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 **Breakfast, Lunch and PM Snack** for **Five Hundred Eighty-Five Pesos Only (Php585.00)** per person in accordance with the approved menu by the **Client** on the day of the activity or on **February 13, May 12, August 28, and November 14, 2023**.
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 Eighty-Five Pesos Only (Php585.00)** per participant.

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

Any party may terminate this Contract based on the grounds provided and after compliance with Annex "I" of the 2016 Implementing Rules and Regulations of Republic Act 9184.

9. Assignment

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

10. Warranty

The **Client** 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 **February 15, 2023.**

IN WITNESS WHEREOF, the parties have hereunto set their hands, this
FEB 28 2023 at Cainta, Rizal, Philippines.

MARIKINA CITY

**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:

ELINO S. GARCIA
OIC, Chief, PPRD

REPUBLIC OF THE PHILIPPINES)
MARIKINA CITY) SS.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of MARIKINA CITY, this
FEB 28 2023 personally appeared:

Name	Identification No.	Expiration Date
Atty. Alberto T. Escobarte	DepEd Office ID No. 4529876	
Mariae Franco Habijan	TIN	

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

Notary Public

Doc. No. 35;
Page No. 07;
Book No. 32;
Series of 2023.

ATTY. VENER C. MALABANAN III
Notary Public
Until December 31, 2023
Appointment No. 06 (2022-2023)
PTR No. 09-0762/01-13-2023
IBP No. 268647/01-04-2023
Roll No. 45118; MCLE VI-0030889
No. 6 Don Mariano Arcade, Gunting Street
Midtown Subd. San Roque, Marikina City
Mobile No. 0917-826-1220