



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, Jesus 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 **FIRST PARTY** will conduct the "**PROGRAM ON WELFARE FOR EMPLOYEES OF REGIONAL OFFICE (POWER-O) - EMPLOYEES ENGAGEMENT ON PHYSICAL WELLNESS ACTIVITIES**" on **May 22, 2023** and **October 27, 2023**;

WHEREAS, the Approved Budget for the Contract (ABC) is **ONE HUNDRED THIRTY-THREE THOUSAND FIVE HUNDRED PESOS ONLY (Php133,500.00)**;

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 May 12, 2023, Office Website and conspicuous bulletin board in the premises of this Office on May 11, 2023 to May 16, 2023.

WHEREAS, RFQs were sent to at least three (3) prospective suppliers namely:

1. God's Treasure Enterprises;
2. Meyer's Foods and Services, Inc.; and
3. Focal Managing Loop Inc;



Address: Gate 2, Karangalan Village, Cainta, Rizal
Telephone No.: 02-8682-2114
Email Address: region4a@deped.gov.ph
Website: depedcalabarzon.ph



Certificate No. PHP QMS

WHEREAS, one (1) Supplier submitted its proposal: **GOD'S TREASURE ENTERPRISES** in the amount of **ONE HUNDRED THIRTY-THREE THOUSAND TWO HUNDRED TWENTY PESOS ONLY (Php133,220.00)**. Thus, **GOD'S TREASURE ENTERPRISES** was declared as the lone bidder.

WHEREAS, after review and deliberation on the proposal, **GOD'S TREASURE ENTERPRISES** 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 May 17, 2023 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 Snack, Lunch and PM Snack**) to the participants of the "*Program on Welfare for Employees of Regional Office (POWER-O) – Employees Engagement on Physical Wellness Activities*" to be held on May 22, 2023, and October 27, 2023 at DepEd Region IV-A, Gate 2 Karangalan Village, Cainta, Rizal.

2. Number of Participants

The total number of participants for the "*Program on Welfare for Employees of Regional Office (POWER-O) – Employees Engagement on Physical Wellness Activities*" is **One Hundred Thirty (130)** on May 22, 2023 and **One Hundred Fifty (150)** on October 27, 2023.

3. Responsibilities

The Catering Company warrants the following:

1. Provide (**AM Snack, Lunch and PM Snack** on May 22, 2023 and October 27, 2023, for the participants of the **Client** on the day of the activity with the following specifications:

- **The food must be delivered hot and on time at DepEd Region IV-A (CALABARZON), Cainta, Rizal. No Soda allowed.**

AM Snack : 2 kinds of healthy snacks per serving with bottled/juice in cans
Lunch : 2 to 3 viands (fish, meat, and vegetables) with additional drink and fresh fruits or sweets
PM Snack : 2 kinds of healthy snacks per serving with bottled/juice in cans

2. Submit/provide copy of their Sanitary Permits and Health Certificate of their employees.
3. Follow the end-user suggested menu, which must be within the approved standard rate.

4. Provide a list of menu items for the program proponents to choose from and ensure a variety of healthy foods for meals and snacks.
5. Responsive to the request of participants regarding food restrictions as requested by the program management.
6. The catering company and program proponent should closely coordinate with each other regarding food service.
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 **ONE HUNDRED THIRTY-THREE THOUSAND TWO HUNDRED TWENTY PESOS ONLY (Php133,220.00)**.

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. Venue of Action

The parties shall make every effort to resolve amicable and by mutual consultation any or all disputes or differences arising between the Parties in connection with the implementation of this Contract. Should such dispute not be resolved amicably, it shall be submitted to arbitration in the Philippines according to the provisions of Presidential Decree No. 242 and Executive Order No. 292. Provided, however, that by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

11. 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.

12. Term of Contract

This Contract shall be effective on **May 22, 2023**.

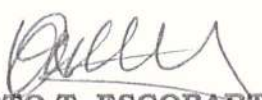
IN WITNESS WHEREOF, the parties have hereunto set their hands, this _____ at Cainta, Rizal, Philippines.

MAY 19 2023

QUEZON CITY.

**Department of Education
Region IV-A CALABARZON**

God's Treasure Enterprises


ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director


MARIA FRANCIS HABIJAN
Assistant Manager

SIGNED IN THE PRESENCE OF:

EDUARDA M. ZAPANTA
Chief EPS, PPRD

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) SS.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, this MAY 19 2023, personally appeared:

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

Notary Public

Doc. No. 182;
Page No. 20;
Book No. 82;
Series of 2023.
JMB

CSurllaw
ATTY. CONCEPCION P. VILLAREÑA
Notary Public for Quezon City
Until December 31, 2023
PTR No. 3716371 / January 3, 2023 Q.C
IBP No. 167803 / November 25, 2021 Q.C
Roll No. 30467 / 05-09-1980
CLE VII-0006994 / 09-21-2021
ADM. MATTER No. NP-005 (2022-2023)
TIN NO. 131-942 754