



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-

D'LUXE WATER REFILLING STATION, with principal address at Blk 23 Lot 21 Karangalan Drive, Karangalan Village, San Isidro, Cainta, Rizal, represented herein by its Manager, **MARLON B. BALCUEVA** hereinafter referred to as the **"SUPPLIER."**

WITNESSETH

WHEREAS, the **Client** has undertaken the Procurement for the **"PURIFIED WATER WITH 3 PIECES OF WATER DISPENSER UNIT FOR THE REGIONAL OFFICE EMPLOYEES;"**

WHEREAS, the Approved Budget for the Contract (ABC) is **SIXTY-ONE THOUSAND THREE HUNDRED TWENTY PESOS ONLY (Php61,320.00);**

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 2023", allows an agency to resort to Small Value Procurement as alternative method 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 System (PhilGEPS) on May 27, 2023, office website and conspicuous bulletin board in the premises of this Office starting on May 26, 2023 to June 2, 2023;

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

1. D'Luxe Water Refilling Station;
2. Emmina's Alkaline & Mineral Water Refilling Station; and
3. West Hope Springs Water Supply;

WHEREAS, one (1) Supplier submitted its proposal: **D'LUXE WATER REFILLING STATION**, in the amount of **SIXTY-ONE THOUSAND THREE HUNDRED**



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
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TWENTY PESOS ONLY (Php61,320.00). Thus, **D'LUXE WATER REFILLING STATION**, was declared as the lone bidder;

WHEREAS, after review and deliberation on the proposal, **D'LUXE WATER REFILLING STATION**, 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 June 20, 2023, to the head of the procuring entity the award of the project to **Supplier**.

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:

SECTION 1 **Obligations of the Supplier**

The **Supplier** shall:

1. Deliver purified drinking water based on needs of the **Client** with an average of **73 five-gallon canisters per week** beginning June 2023 to December 2023;
2. Provide three (3) units of Hot and Cold Water Dispensers;
3. The five-Gallon Canister will be supplied for free by the **Supplier**;
4. The Canisters are for drinking water only and not to be used for any other liquid;
5. Conduct monthly cleaning of water dispenser preferably within the 1st week of every month;
6. Shall provide one (1) on-call technician to repair defective water dispenser with response time of not more than four (4) hours from a verbal or written notification;
7. Provide a temporary replacement unit, in the event that the defective water dispenser cannot be repaired on-site;
8. Replace water dispensers beyond repair within 24 hours;
9. Ownership and title to the supplied Five Gallon Canisters and Hot and Cold Water Dispensers shall remain with the **Supplier**;
10. To do such other acts which are necessary to comply with the obligations mentioned above.

SECTION 2 **Obligations of the Client**

The **Client** hereby undertake to pay the **Supplier** the amount of **SIXTY-ONE THOUSAND THREE HUNDRED TWENTY PESOS ONLY**

(Php61,320.00) in consideration of the execution and completion of the project and the remedying of defects therein.

SECTION 3

Supervision and Control

The **Supplier** 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 Procuring Entity on the matter.

SECTION 4

Liability to Personnel and Third Parties

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

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.

SECTION 5

Termination of Contract

Either party may terminate this contract on any ground provided by law and for violation/s of the provisions of this contract. In such case, the party terminating shall serve a written notice to the other party at least one (1) day prior to the effectivity of termination.

SECTION 6

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.

SECTION 7

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.



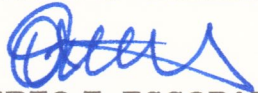
IN WITNESS WHEREOF, the parties have hereunto set their hands, this
_____ at Cainta, Rizal, Philippines.

JUN 14 2023

QUEZON CITY

Department of Education
Region IV-A CALABARZON

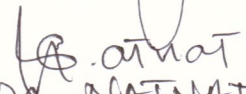
D'LUXE WATER REFILLING STATION


ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director


MARLON B. BALCUEVA
Manager

SIGNED IN THE PRESENCE OF:

ANN GERALYN T. PELIAS
Chief Administrative Officer
Administrative Services Division


CONRADO NATNAT

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____) SS.

QUEZON CITY

BEFORE ME, a Notary Public for and in the City of _____, this
JUN 14 2023, personally appeared:

QUEZON CITY

Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	<u>DepEd Office ID No. 4529876</u>	_____
<u>Marlon B. Balcueva</u>	<u>E08-99-002647</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. 200;
Page No. 54;
Book No. 44;
Series of 2023.


CONCEPTION P. VILLARENA
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. 30457 / 05-09-1980
CLE VII-0006994 / 09-21-2021
ADM. MATTER No. NP-005 (2022-2023)
TIN NO. 131-942-754

Notary Public