



Republic of the Philippines  
**Department of Education**  
REGION IV-A CALABARZON



Legal-CO01-2024-50

BAD

## 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 **"QUATERLY DIGITALIZATION OF QUALITY ASSURANCE DIVISION"** on **March 5-6, 2024, May 13-14, 2024, August 6-7, 2024, and November 5-6, 2024;**

**WHEREAS**, the Approved Budget for the Contract (ABC) is **SIXTY-SEVEN THOUSAND TWO HUNDRED PESOS ONLY (Php67,200.00);**

**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 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 Procurement System (PhilGEPS) on February 7, 2024, in the Office Website and conspicuous bulletin board in the premises of this Office on February 6, 2024 to February 12, 2024.

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

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

**WHEREAS**, one (1) Supplier submitted its proposal: **GOD'S TREASURE ENTERPRISES** in the amount of **SIXTY-FIVE THOUSAND FIVE HUNDRED TWENTY PESOS ONLY (Php65,520.00)**. 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 February 13, 2024 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 (**Breakfast, Lunch and PM Snack**) to the participants of the "*Quarterly Digitalization of Quality Assurance Division*" to be held on March 5-6, 2024, May 13-14, 2024, August 6-7, 2024, and November 5-6, 2024 at DepEd Region IV-A, Gate 2 Karangalan Village, Cainta, Rizal.

### 2. Number of Participants

The total number of participants for the "*Quarterly Digitalization of Quality Assurance Division*" is **Fourteen (14)**;

### 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. The food must be delivered hot and on time at DepEd Region IV-A (CALABARZON), Cainta, Rizal.
3. Make the delivery using vehicle of its own. Delivery using public transport or private courier such as Grab, Lalamove shall be refused.
4. Submit/provide copy of their Sanitary Permits and Health Certificate of their employees.
5. Soda and fast food are not 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 March 5-6, 2024, May 13-14, 2024, August 6-7, 2024, and November 5-6, 2024.
7. Follow the end-user suggested menu, which must be within the approved standard rate. The end-user suggested menu is hereto attached as *Annex "A."*
8. Provide a list of menu items for the program proponents to choose from and ensure a variety of healthy foods for meals and snacks.
9. Respond to the request of participants regarding food restrictions as requested by the program management.
10. The **Catering Company** and program proponent should closely coordinate with each other regarding food service.

11. 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 **SIXTY-FIVE THOUSAND FIVE HUNDRED TWENTY PESOS ONLY (PhP65,520.00)**.

#### 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.

#### 10. Venue of Action

The parties shall make every effort to resolve amicably 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. Capacity and Authorization**

Each of the parties to this contract hereby represents and warrants to the other that it is duly authorized and empowered to execute, deliver and perform this contract and that such action does not conflict with or violate any provision of law, regulation, policy, contract, deed of trust or other instrument to which it is a party or by which it is bound and that this contract constitutes a valid and binding obligation of it enforceable in accordance with its terms.

**12. Term of Contract**

This Contract shall be effective on **March 5, 2024**.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands, this MAR 04 2024 at Cainta, Rizal, Philippines.

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

**God's Treasure Enterprises**

  
**ATTY. ALBERTO T. ESCOBARTE, CESO II**  
Regional Director 

  
**MARIA FRANCO HABIJAN**  
Assistant Manager

**SIGNED IN THE PRESENCE OF:**

**LUZ E. OSMEÑA**  
Chief Education Supervisor, QAD  
DepEd Region IV-A CALABARZON

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REPUBLIC OF THE PHILIPPINES )

MARIKINA CITY ) SS.

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public for and in the City of MARIKINA CITY, this MAR 04 2024, personally appeared:

Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	DepEd Office ID No. 4529876	_____
<u>Mariae Franco Habijan</u>	<u>TW 05</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. 335;  
Page No. 67  
Book No. 82  
Series of 2024.

*Q*

*[Signature]*  
**ATTY. VENER C. MALABANAN III**  
 Notary Public  
 Until December 31, 2025  
 Appointment No. 09 (2024-2025) Marikina City  
 PTR No. 1519801/1-03-2024/Manila City  
 IBP No. 366686/11-09-2023/Manila III  
 Roll No. 45118  
 MCLE Compliance No. VII-0028620  
 Issued on- 04-14-2023 Valid until 4-14-2025  
 No. 6 Mariano Arcade, Gunting, Street,  
 Miatown Subd., San Roque, Marikina City  
 Mobile No. 0917-826-1220