



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**".

WITNESSETH

WHEREAS, the **CLIENT** will conduct the "**COMMENCEMENT ACTIVITY FOR THE 10th CYCLE BERF GRANTEES**" on **SEPTEMBER 24-25, 2025**.

WHEREAS, the Approved Budget for the Contract (ABC) is **THIRTY-TWO THOUSAND FOUR HUNDRED PESOS (Php32,400.00)**;

WHEREAS, Section 26.1 (h) of the Implementing Rules and Regulations (IRR) of Republic Act No. 12009 otherwise known as the "New Government Procurement Act, provides for Small Value Procurement as one of the modes of Procurement consistent with the Fit-for-Purpose procurement approach;

WHEREAS, Section 34. Small Value of Procurement states that:

"Section 34. Small Value Procurement

34.1 Small Value Procurement (SVP) is a mode of procurement whereby the Procuring Entity requests for the submission of at least three (3) price quotations for Goods not available in the PS-DBM, Infrastructure Project, and Consulting Services.

The receipt of one (1) quotation is sufficient to proceed with the evaluation of bidders; Provided, that, the amount involved does not exceed Two Million Pesos (Php2,000,000.00), subject to the periodic review of the threshold amount and adjustments as may be deemed appropriate by the GPPB."

WHEREAS, Section 34.3 (a) of the said IRR, the End-User or Implementing Unit shall submit a request for Small Value Procurement to the BAC. The request shall



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



indicate the Technical Specifications, Scope of Work, Terms of Reference, as the case may be, Approved Budget for the Contract and other terms and conditions;

WHEREAS, the Request for Quotation (RFQ) was posted at the office website and conspicuous bulletin board in the premises of this Office from September 12, 2025 to September 16, 2025 at 5:00 p.m.;

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

1. God's Treasure Enterprises;
2. Pink Parsley Catering Services; and
3. DepEd Region IV-A CALABARZON Multi-purpose Cooperative;

WHEREAS, RFQs were likewise sent to at least three (3) prospective suppliers as follows: (1) God's Treasure Enterprises; (2) DepEd Region IV-A CALABARZON Multipurpose Cooperative; and (3) Plato ni Juan;

WHEREAS, one (1) supplier submitted its proposal; **GOD'S TREASURE ENTERPRISES** in the amount of **THIRTY-ONE THOUSAND FIVE HUNDRED NINETY PESOS (Php31,590.00)**. Thus, **GOD'S TREASURE ENTERPRISES** is declared as the lone bidder;

WHEREAS, after review and deliberation on the proposals, **GOD'S TREASURE ENTERPRISES** complied with the requirements and is hereby declared as the Single Calculated and Responsive Quotation (SCRQ);

WHEREAS, the Client invited bids for the Procurement of catering services for the participants for the **"COMMENCEMENT ACTIVITY FOR THE 10th CYCLE BERF GRANTEES"** on September 24-25, 2025 and has accepted the bid/quotation by the catering services company in the sum of **THIRTY-ONE THOUSAND FIVE HUNDRED NINETY PESOS (Php31,590.00)**. (Hereinafter called "the Contract Price").

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. Documents deemed part

All documents submitted by Catering Company and all the documents released and issued by the Client and its Bids and Awards Committee and Technical Working Group such as but not limited to:

- a) BAC Resolution;
- b) Abstract of Quotation;
- c) Request for Quotation;
- d) Certification of Posting;
- e) All other documents already submitted by the Catering Company and to be required to be submitted after the perfection of this contract.

shall form part of this contract.

2. Place, Location and Date

The **Catering Company** shall provide food (**Breakfast, AM snacks, Lunch, and PM snacks**) to the participants of the *Commencement Activity For The 10th Cycle BERF Grantees* to be held on September 24-25, 2025 at DepEd Region IV-A, Gate 2 Karangalan Village, Cainta, Rizal.

3. Number of Participants

The total number of participants for the *Commencement Activity For The 10th Cycle BERF Grantees* is **Twenty-Seven (27)** per activity;

4. 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. Soda and fast food are not allowed.
4. Make the delivery using vehicle of its own. Delivery using public transport or private courier such as Grab, Lalamove shall be refused.
5. Submit/provide copy of their Sanitary Permits and Health Certificate of their employees.
6. 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.
7. Provide **Breakfast, AM snacks, Lunch, and PM snacks** 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 September 24-25, 2025.
8. Follow the end-user suggested menu, which must be within the approved standard rate.
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 **THIRTY-ONE THOUSAND FIVE HUNDRED NINETY PESOS (Php31,590.00)**.

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 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. Alternative Dispute Resolution (ADR) Clause

Both parties entered into this agreement in the spirit of mutual trust and understanding. The parties intend that all unforeseen matters, issues, and concerns that will arise in the future shall be resolved with mutual understanding. In case of conflict/dispute between the parties, it shall be resolved in a peaceful and amicable manner. Every earnest effort shall be made to amicably settle the conflict/dispute through peaceful dialogue and negotiation to accommodate the policies and intention of both parties.

In case of failure to settle the conflict/dispute through peaceful and amicable manner, such conflict/dispute shall be submitted for arbitration/mediation in accordance with Republic Act No. 9285, known as *Alternative Dispute Resolution Act of 2004*. Both parties mutually agree that the decision of the designated/chosen arbitrator/mediator is binding to them. The place of arbitration/mediation is exclusively in Cainta, Rizal.

No legal action may be instituted in any court/tribunal/quasi-judicial body unless the arbitration/mediation has failed or waived by both parties in writing. Legal action for breach of this agreement shall only be instituted in the courts of competent jurisdiction in Cainta, Rizal to the exclusion of all other courts outside the judicial region.

11. Capacity and Authorization

The signatories to this contract hereby represent and warrant 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 between the parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands, this SEP 23 2025 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:


ELINO S. GARCIA
Chief, PPRD
DepEd Region IV-A CALABARZON


JAMIE ANN CORTES

REPUBLIC OF THE PHILIPPINES
() SS.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of MARIKINA CITY, this SEP 23 2025, personally appeared:

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

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. 470;
Page No. 94;
Book No. 187;
Series of 2025.

ATTY. VENER C. MALABANAN III

Notary Public
Until December 31, 2025
Appointment No. 03 (2024-2025) Marikina City
PTR No. 10089412/01-03-2025/Marikina City
IBP No. 499969/01-06-2025/Manila III
Roll of Attorney's No. 45118
MCLE Compliance No. VIII-0002252
Issued on 04-02-2023 valid until 04/14/2028
No. 6 Mariano Arcade, Gunting Street,
Midtown Subd. San Roque, Marikina City
Mobile No. 0917-826-1220