



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, Jese Dela Pena, Marikina City, represented herein by its Assistant Manager, **MARIAE FRANCO HABIJAN**, hereinafter referred to as the **"CATERING COMPANY"**.

WITNESSETH

QUOTATION EVALUATION REPORT

Project Title: CATERING SERVICES FOR THE ANNUAL 18-DAY CAMPAIGN TO END VIOLENCE AGAINST WOMEN AND CHILDREN (VAWC)	
Date of Activity: DECEMBER 18-19, 2025	
Approved Budget for the Contract: Two Hundred Sixteen Thousand Pesos (Php216,000.00)	
Mode of Procurement: Small Value Procurement (SVP)	
Name of Bidder: GOD'S TREASURE ENTERPRISES	
Bid Price: Two Hundred Sixteen Thousand Pesos (Php216,000.00)	Date of Opening and Evaluation: December 10, 2025

Date Posted in the PhilGEPS: December 5, 2025
Date Posted in the Office Website and Conspicuous Bulletin: December 4, 2025 to December 9, 2025
RFQ sent to four (4) prospective suppliers: <ol style="list-style-type: none">1. DepEd Region IV-A CALABARZON Multipurpose Cooperative;2. God's Treasure Enterprises;3. Focal Managing Loop, Inc.; and4. Plato ni Juan.

SUBMITTED QUOTATION/S:		
Name of Bidder	Amount of Bid	Remarks
God'S Treasure Enterprises	Php216,000.00	Complying and Lone Bidder

LEGAL DOCUMENTS			
Documents Evaluated	Present	Absent	Findings/Remarks
Business/Mayor's Permit	✓		Comply
PhilGEPS Registration Number	✓		Comply
Latest Income/Business Tax Return or Tax Clearance	✓		Comply
Notarized Omnibus Sworn Statement	✓		Comply
Specifications	✓		Comply

Based on the findings above cited, **GOD'S TREASURE ENTERPRISES** has submitted all the documents required. The undersigned **RECOMMENDS** that the contract be awarded to **GOD'S TREASURE ENTERPRISES** having complied with all the requirements and thus declared as the Single Calculated and Responsive Quotation (SCRQ).

That the Client invited bids for the Procurement for the caterings services of the participants in the **"ANNUAL 18-DAY CAMPAIGN TO END VIOLENCE AGAINST WOMEN AND CHILDREN (VAWC)"** on **December 18-19, 2025** and has accepted the bid/quotation of the Hotel Company for the food and accommodation in the sum of **TWO HUNDRED SIXTEEN THOUSAND PESOS (Php216,000.00)**. (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) Letter of Recommendation;
- b) Quotation Evaluation Report;
- 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 **AM Snacks, Lunch** and **PM snacks** to the participants of the *Annual 18-Day Campaign To End Violence Against Women And Children (VAWC)* to be held on December 18-19, 2025 at DepEd Region IV-A, Gate 2 Karangalan Village, Cainta, Rizal.

3. Number of Participants

The total number of participants for the *Annual 18-Day Campaign To End Violence Against Women And Children (VAWC)* is **One Hundred Eighty (180)** per activity on December 18-19, 2025;

4. Responsibilities

The **Catering Company** warrants the following:

1. The food must be delivered hot and on time at DepEd Region IV-A (CALABARZON), Cainta, Rizal.
2. Soda and fast food are not allowed.
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. 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.
6. Provide **AM Snacks, Lunch** and **PM snacks** for **Six Hundred Pesos Only (Php600.00)** per person in accordance with the approved menu by the **Client** on the day of the activity or on December 18-19, 2025.
7. Follow the end-user suggested menu, which must be within the approved standard rate.
8. Respond to the request of participants regarding food restrictions as requested by the program management.
9. The Catering Company and program proponent should closely coordinate with each other regarding food service.
10. 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.

5. 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 **TWO HUNDRED SIXTEEN THOUSAND PESOS (Php216,000.00)**.

6. 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.

7. 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.

8. 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.

9. 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.

10. Assignment

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

11. 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.

12. 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
DEC 16 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:


JISELA N. ULPINA
OIC-Chief, HRDD
DepEd Region IV-A CALABARZON

REPUBLIC OF THE PHILIPPINES
(MARIKINA CITY) SS.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of MARIKINA CITY, this
DEC 16 2025, personally appeared:


Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	<u>DepEd Office ID No. 4529876</u>	<u></u>
<u>Mariae Franco Habijan</u>	<u>Passport ID</u>	<u></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. 169;
Page No. 34;
Book No. 209;
Series of 2025.


ATTY. VENER C. MALABANAN III
Notary Public
Until December 31, 2025
Appointment No. 03 (2024-2025) Marikina City
PTR No. 10089412, 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