



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 **DEPED**.

-and-

D'LUXE WATER REFILLING STATION, a domestic corporation duly registered under the Philippine laws, 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 **SERVICE PROVIDER**.

WITNESSETH

WHEREAS, DepEd Regional Office IV-A CALABARZON, requisitioned for the renewal of contract for the **SUPPLY OF PURIFIED WATER FOR THE REGIONAL OFFICE FOR C.Y. 2026** from **JANUARY 1, 2026** to **DECEMBER 31, 2026**.

WHEREAS, the Approved Budget for the Contract (ABC) is **SIXTY-THREE THOUSAND EIGHT HUNDRED FORTY PESOS (Php63,840.00)**;

WHEREAS, end-user conducted a market survey/cost-benefit analysis to determine available providers for said project. Some of the prospective bidder submitted their quotations;

WHEREAS, based on the submitted quotation/s, the following data were gathered:

COMPANY NAME	ITEM/DESCRIPTION	UNIT COST
D'LUXE WATER REFILLING STATION	PURIFIED DRINKING WATER	Php35.00
JAMSS WATER REFILLING STATION	PURIFIED DRINKING WATER	Php36.00
AQUALIFE WATER REFILLING STATION BY Z&K FLOW	PURIFIED DRINKING WATER	Php38.00

WHEREAS, based on the market survey submitted, the end-user recommends to renew the contract of **D'LUXE WATER REFILLING STATION** considering that it offers the Lowest Calculated Quotation;

WHEREAS, based on the submitted report on the result of evaluation, the **D'LUXE WATER REFILLING STATION** have met the expectations relative to providing purified drinking water to DepEd RO-IVA, its employees and its clients are highly recommendable.

WHEREAS, after review and deliberation on the proposal, **D'LUXE WATER REFILLING STATION** offered the Lowest Calculated and Responsive Bid (LCRB) and provided satisfactory service to the Procuring Entity. Hence, renewal of its contract remains most advantageous to Procuring Entity.

WHEREAS, on December 10, 2025, the Bids and Awards Committee of DepEd Region IV-A CALABARZON resolved to adopt the recommendation of the end-user and recommended to the head of the procuring entity to renew the contract of **D'LUXE WATER REFILLING STATION** for the **Supply of Purified Water for the Regional Office for C.Y. 2026** in the amount of **SIXTY-THREE THOUSAND EIGHT HUNDRED FORTY PESOS (Php63,840.00)** (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:

Section 1
Obligations of the Supplier

The **Supplier** shall:

- a. Deliver purified drinking water based on needs of the client with an average of **38 gallons per week** beginning January 1, 2026 to December 31, 2026;
- b. The Canisters are for drinking water only and not to be used for any other liquid;
- c. Conduct monthly cleaning of water dispenser preferably within 1st week of every month;
- d. 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 notifications;
- e. Provide a temporary replacement unit, in the event that the defective water dispenser cannot be repaired on-site;
- f. Replace water dispenser beyond repair within 24 hours;
- g. To do such other acts which are necessary to comply with the obligations mentioned above.

Section 2
Obligations of the Client

The **DepEd** shall pay the **Supplier** the amount of **SIXTY-THREE THOUSAND EIGHT HUNDRED FORTY PESOS (Php63,840.00)** 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 cased 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 effective of termination.

Section 6 **Settlement of Dispute**

If any dispute of difference of any kind whatsoever shall arise between the parties in connection with the implementation of this contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Any and all dispute arising from the implementation of this contract shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004." By mutual agreement, the parties 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 day of
DEC 17 2025 at QUEZON CITY, Philippines.

**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:

GIAN CARLO VENTURA
AOIV, General Services Division
DepEd Region IV-A CALABARZON

Jennifer Arnogant

Republic of the Philippines)

~~QUEZON CITY~~)S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, this 20 day of NOVEMBER, personally appeared:

Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	<u>DepEd Office ID No. 4529876</u>	_____
<u>Marlon R. Balagueva</u>	<u>F08-99-002647</u>	_____

All known to me, and to me known to be the same persons who executed the foregoing document which they have acknowledged before me as their free and voluntary act and deed.

This instrument consists of four (4) pages duly signed by the parties and their witnesses, including this page where the acknowledgment is written.

IN WITNESS WHEREOF, I hereby affix my signature and my notarial seal this
DEC 17 2025 at QUEZON CITY, Philippines.

Doc. No. 331
Page No. 62
Book No. 14;
Series of 2025.

RIZAL JOSE F. VALMORES
NOTARY PUBLIC
UNTIL DECEMBER 31, 2026
ADM. MATTER NO. 003
PTR NO. 7016197-D/ 01-02-2025/QC
IEP NO. 472850/ 10-23-2024
ROLL NO. 28435
MCLE NO. VIII-0008500/ 05-07-2024
Add.: 473 Boni Serrano Road, Barangay
San Roque, Murphy, Quezon City