



Republic of the Philippines  
**Department of Education**  
REGION IV-A CALABARZON  
GATE 2, KARANGALAN VILLAGE  
1900 CAINTA, RIZAL



Office of the Regional Director

**CONTRACT OF SERVICE**

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into by and between:

**DEPARTMENT OF EDUCATION, Region IV-A**, a government agency with office address at Gate 2 Karangalan Village, Cainta, Rizal, represented by its Regional Director, **FRANCIS CESAR B. BRINGAS**, hereinafter referred to as the **CLIENT**.

-and-

**FIRST PHILIPPINE REALTY CORPORATION (EUGENIO LOPEZ CENTER)**, with principal address at Sumulong Highway, Sta. Cruz, Antipolo City, represented herein by its Senior Account Specialist, **JACKELIAN I. HERMO**, hereinafter referred to as the **HOTEL COMPANY**.

**WITNESSETH**

**WHEREAS**, the **CLIENT** needs the services of a contractor who will provide food and hotel accommodation to the participants in the **"JOINT EXECUTIVE COMMITTEE & MANAGEMENT MEETING AND OATH TAKING"** on **February 8-9, 2022**.

**WHEREAS**, the Approved Budget for the Contract (ABC) is **FIVE HUNDRED SEVENTY-FOUR THOUSAND FIVE HUNDRED PESOS ONLY (Php574,500.00)**;

**WHEREAS**, Rule XVI, Section 48.2 of the IRR of RA 9184 provides the general rule that public bidding is the general mode of procurement. However, the same section allows procuring entities to resort to alternative methods of procurement such as Negotiated Procurement subject to the approval of the Head of the Procuring Entity;

**WHEREAS**, Rule XVI, Section 53.9 of the IRR of RA 9184 allows Negotiated Procurement under Small Value Procurement as a mode of procurement subject to the approval of the Head of the Procuring Entity;

**WHEREAS**, RFQs were sent to at least three prospective suppliers;

**WHEREAS**, one (1) Supplier submitted its proposal; **FIRST PHILIPPINE REALTY CORPORATION (EUGENIO LOPEZ CENTER)**, in the amount of **FIVE HUNDRED SEVENTY-FOUR THOUSAND FIVE HUNDRED PESOS ONLY (Php574,500.00)**. Thus, **FIRST PHILIPPINE REALTY CORPORATION (EUGENIO LOPEZ CENTER)**, is declared as the lone bidder;



**"EXCELLENCE is a CULTURE and QUALITY is a COMMITMENT"**

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**WHEREAS**, after review and deliberation on the proposal, **FIRST PHILIPPINE REALTY CORPORATION (EUGENIO LOPEZ CENTER)**, complied with the requirements and declared as the Single Calculated and Responsive Bid (SCRB);

**WHEREAS**, under the latest resolution and guidelines of the Inter-Agency Task Force on Emerging Infectious Diseases (IATF-EID) issued on October 18, 2021, the Certificate of Authority to Operate and Safety Seal **Certificate issued by the Department of Tourism (DOT) applies in areas classified under General Community Quarantine (GCQ), GCQ with Heightened Restriction (GCQ-HR), or Alert Level 4 and Alert Level 3.**

**WHEREAS**, **FIRST PHILIPPINE REALTY CORPORATION (EUGENIO LOPEZ CENTER)**, is within Antipolo City under Alert Level 2.

**WHEREAS**, the Entity invited Bids for the Procurement for the hotel accommodation of the participants in the **"JOINT EXECUTIVE COMMITTEE & MANAGEMENT MEETING"** on **February 8-9, 2022** and has accepted a Bid of **FIRST PHILIPPINE REALTY CORPORATION (EUGENIO LOPEZ CENTER)**, for food and hotel accommodation in the sum of **FIVE HUNDRED SEVENTY-FOUR THOUSAND FIVE HUNDRED PESOS ONLY (Php574,500.00)**. (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 Responsibilities of the Hotel Company

The Hotel Company shall:

1. Provide food, hotel accommodation, Sounds and Lights, and Styling on February 8-9, 2022 to the Two Hundred Ninety (290) participants of the client;
2. Maintain that all of the services to be performed 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.

#### Section 2 Responsibilities of the Client

The Client will pay the Hotel Company the guaranteed number of participants, the lease of venue with accommodation and meals, sounds and lights, and Styling. The Client shall be charged or billed for the whole duration of the event the total amount of Five Hundred Seventy Four Thousand Five Hundred Pesos (Php574,500.00), more particularly computed as follows:

P2,200 x 1 day x 102 pax (Executive Team)

- P224, 400.00



P2,200 x 1 day x 10 pax (RO IV-A Technical Team)	- P22,000.00
P2,200 x 1 day x 83 pax (Drivers & Antigen Test Team)	- P182,600.00
P900,000.00 x 1 day x 95 pax (Oath Takers and Guests)	- P85,000.00
Sounds and Lights	- P20,000.00
Styling	- <u>P40,000.00</u>
	<u>P574,500.00</u>

### Section 3 Supervision and Control

The Hotel 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.

### Section 4 Liability to Personnel and Third Parties

The Hotel Company is NOT an agent or employee of the CLIENT and the personnel to be assigned by the Hotel Company to the CLIENT are in no sense employees of the latter as they are for all intents and purposes employees of the Hotel 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.

### Section 5 Hotel Accommodation Inclusions

In addition to the services offered mentioned above, the Hotel Company shall provide for the following inclusions:

**a. Food**

-Three (3) Meals and two (2) Snacks

**b. Hotel Accommodation**

- Air conditioned, with TV and Hot and Cold Shower.

**c. Function Hall**

-Use of Air-conditioned Function Hall

### Section 6 Use of Hotel Parking Space

The Hotel Company shall allow the use of its parking space to the workshop participants free of charge.

Section 7  
**Assignment**

This contract cannot be assigned by either party. In case assignment will be made, the party assigning must inform the other party of such arrangement at least one day prior to the activity.

Section 8  
**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 three (3) days prior to the intended date of termination.

Section 9  
**Venue of Action**

In case an action will arise from this agreement, the venue of the action shall be in Taytay, Rizal or Pasig City only.

Section 10  
**Warranty**

The Hotel Company 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.

Section 11  
**Other conditions of the contract**

The Hotel Company shall cause the notarization of this contract.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands, this day of  
24 MAR 2021 ANTIPOLLO CITY, Philippines.

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

  
**FRANCIS CESAR B. BRINGAS**  
Regional Director

**FIRST PHILIPPINE REALTY  
CORPORATION**

  
**JACKELIAN I. HERMO**  
Senior Account Specialist



## SIGNED IN THE PRESENCE OF:

## ACKNOWLEDGMENT

**BEFORE ME** a Notary Public for and in the City of ANTIPOLO CITY, this 24 MAY 2022, personally appeared:

Name	Identification No.	Expiration Date
<u>Francis Cesar B. Bringas</u>	<u>Non-Professional Driver's License No. A08-89-001189</u>	<u>2023/10/02</u>
<u>Jackelian I. Hermo</u>	<u>TIN #: 293 261 779</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. 286  
 Page No. 59  
 Book No. 05  
 Series of 2022.

## Notary Public

**ATTY. MARCIANO S. BACALLA, JR.**  
 Notary Public - Antipolo City  
 Commission Expire December 31, 2021  
 Notarial Appointment No. 20-12  
 IBP Lifetime No. 04237  
 Roll No. 33948 / PTR No. 7731826 (2021)  
 MCLE Compliance No. VI-00003983 (06-06-18)  
 Unit S 1- Silicone Valley Bldg. 169 Sumulong Hi-way  
 169 Sumulong Hiway, Mayamot, Antipolo City  
 Mayamot, Antipolo City  
 Telefax No. (02) 8477-9512

Commission Extended until June 30, 2022  
 Per En Banc Resolution

PTR No. 8144098 (2022)