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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, Region IV-A**, a government agency with office address at Gate 2 Karangalan Village, Cainta, Rizal, herein represented by **WILFREDO E. CABRAL**, Regional Director, herein referred to as **CLIENT**.

-and-

**THE LINDEN SUITES**, with principal address at No. 37 San Miguel Avenue, Ortigas Center, Pasig City, represented herein by its Assistant Director of Sales, **BUCKS L. JIMENEZ**, hereinafter referred to as the **HOTEL COMPANY**.

**W I T N E S S E T H**

**WHEREAS**, the **CLIENT** needs the services of a contractor who will provide food and hotel accommodation to the participants in the **“CONDUCT OF THE CAPACITY BUILDING CUM WORKSHOP ON THE PROCESSING OF THE APPLICATION FOR SPECIAL ORDER (SO)”** on **June 27-28, 2022**.

**WHEREAS**, the Approved Budget for the Contract (ABC) is **THREE HUNDRED TWELVE THOUSAND PESOS ONLY (Php312,000.00)**;

**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**, the Request for Quotation (RFQ) was posted at the website of PhilGEPS, office website and conspicuous bulletin board of the regional office on June 13-17, 2022;

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

**WHEREAS**, two (2) Suppliers submitted their respective proposal before the deadline for the submission of bids, offering the following financial bids, as read:

NAME OF BIDDER	AMOUNT OF BID
The Linden Suites	Php302,200.00
Tagaytay Country Hotel)	Php304,200.00



Address: Gate 2, Karangalan Village, Cainta, Rizal  
Telephone Nos.: 02-8682-5773/8684-4914/8647-7487  
Email Address: region4a@deped.gov.ph  
Website: depedcalabarzon.ph

**WHEREAS**, after review and deliberation on proposal of the lowest read bidder, the BAC found the bidder compliant and responsive to the technical and financial requirements of the procurement activity hence, subsequently declared **THE LINDEN SUITES**, as the Lowest Calculated and Responsive Bidder (LCRB);

**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, THE LINDEN SUITES.** is within Metro Manila under Alert Level 1.

**WHEREAS**, the Entity invited Bids for the Procurement for the hotel accommodation of the participants in the **“CONDUCT OF THE CAPACITY BUILDING CUM WORKSHOP ON THE PROCESSING OF THE APPLICATION FOR SPECIAL ORDER (SO)”** which will be held on **June 27-28, 2022** and has accepted a Bid by the Hotel Company for food and hotel accommodation in the sum of **THREE HUNDRED TWO THOUSAND TWO HUNDRED PESOS ONLY (Php302,200.00)**. (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 and hotel accommodation on June 27-28, 2022 to the Seventy-Eight (78) 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 Client shall be charged or billed the total amount of Three Two Thousand Two Hundred Pesos Only **(Php302,200.00)** for the whole duration of the event.

#### 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**

-Breakfast, AM Snacks, Lunch, PM Snacks and Dinner  
**(DAY One (1): FIRST MEAL TO BE SERVED IS BREKFAST and LAST MEAL TO BE SERVED IS PM SNACKS)** with attached menu options

**b. Hotel Accommodation**

- Air conditioned, with TV and Hot and Cold Shower.  
-3 to 4 persons per room, depend on the size of the room and ALERT LEVEL from the IATF Guidelines (in compliance with social distancing protocol)  
-with 2 Complimentary Room for Day Zero for the TWGs

**c. Function Hall**

-Use of Air-conditioned Function Hall  
-5 to 7 persons for round table big depending the size to observe social distancing  
-big halls good to observe social distancing  
-with good lighting and ventilation

**d. Multi Media Projector with Wide Screen**

**e. STABLE and STRONG Internet Connection in the Conference Room and Rooms of the participants**

**f. Extension Cords**

**g. Whiteboard and markers**

**h. Use of LCD Projector and Screen**

**i. Sound System and Microphone**

**j. Coffee and tea station**

**k. Water station**

#### 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 one (1) day prior to the effectivity 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**

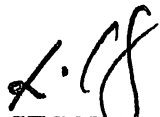
The Hotel Company hereby warrants and attest that the signatory in this contract is duly authorized by the Board and/or its Management to sign for and its behalf.

**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 ~~JUL 20 2022~~ at ~~PASIG CITY~~, Philippines.

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



**FRANCIS CESAR B. BRINGAS**  
Regional Director

**THE LINDEN SUITES**



**BUCKS L. JIMENEZ**  
Assistant Director of Sales

**SIGNED IN THE PRESENCE OF:**

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**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES )  
PASIG CITY ) SS.

**BEFORE ME**, a Notary Public for and in the City of PASIG CITY, this ~~JUL 20 2022~~, personally appeared:

Name

Identification No.

Expiration Date

**Francis Cesar B. Bringas**

Non-Professional Driver's  
License No. A08-89-001189

2023/10/02

**Bucks L. Jimenez**

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 (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.

**Notary Public**

Doc. No. <sup>307</sup>.....;  
Page No. <sup>63</sup>.....;  
Book No. <sup>7</sup>.....;  
Series of 2022.

**FERDINAND D. AYAHAO**  
*Notary Public*  
For Pasig City, Pateros and San Juan City  
Appointment No. 108 (2022-2023) valid until 12/31/2023  
MCLE Exemption No. VII-BRP003716 valid until 04/30/25  
Roll No. 46377; IRR LRN 02459; CP 58874-0211401  
TIN 123-011-765; CTR 3120086; Office Pasig City  
Barangay Pateros, Pasig City  
Ortigas Center, Pasig City Tel: 02-86314020