



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, represented by its Regional Director, **FRANCIS CESAR B. BRINGAS**, hereinafter referred to as the **CLIENT**.

-and-

GREAT EASTERN HOTEL, with principal address at 1403 Quezon Avenue, Brgy. West Triangle, Quezon City, represented herein by its Account Officer, **MERLE B. DACASIN**, 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 **“MASS TRAINING OF ALS TEACHERS ON THE IMPLEMENTATION OF ALS ACT AND ITS IMPLEMENTING RULES AND REGULATIONS (IRR) (BATCH 3)”** on **July 28-29, 2022**.

WHEREAS, the Approved Budget for the Contract (ABC) is **EIGHT HUNDRED THOUSAND PESOS ONLY (Php800,000.00)**;

WHEREAS, Section 53.9 of the 2016 Revised Implementing Rules and Regulations (R-IRR) of Republic Act 9184, otherwise known as the “Government Procurement Reform Act of 2003”, allows an agency to resort to Small Value Procurement as alternative methods of procurement where the amount involved does not exceed the threshold amount of One Million Pesos (Php1,000,000.00) as prescribed in Annex “H” thereof;

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 in the Philippine Government Electronic Procurement System (PhilGEPS) website, office website and conspicuous bulletin board in the premises of this Office on **JULY 12-18, 2022**;

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

WHEREAS, three (3) 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	REMARKS
Great Eastern Hotel	Pnp760,000.00	Complying
The Blulane Hotel, Inc.	Php780,000.00	Complying



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

West Avenue Suites	Php760,000.00	Non-Complying with the specification
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WHEREAS, upon evaluation or careful examination of the technical specification submitted by **GREAT EASTERN HOTEL**, the BAC found that it was complying with the proposal amount of **SEVEN HUNDRED SIXTY THOUSAND PESOS ONLY (Php760,000.00)**;

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 **GREAT EASTERN HOTEL**, 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, GREAT EASTERN HOTEL 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 **“MASS TRAINING OF ALS TEACHERS ON THE IMPLEMENTATION OF ALS ACT AND ITS IMPLEMENTING RULES AND REGULATIONS (IRR) (BATCH 3)”** on July 28-29, 2022 and has accepted a Bid by the Hotel Company for food and hotel accommodation in the sum of **SEVEN HUNDRED SIXTY THOUSAND PESOS ONLY (Php760,000.00)** (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:

Section 1

Responsibilities of the Hotel Company

The Hotel Company shall:

1. Provide food and hotel accommodation on July 28-29, 2022 to Two Hundred (200) participants;
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 amount of One Thousand Nine Hundred Pesos Only **(Php1,900.00)** per participant or the total amount of **SEVEN HUNDRED SIXTY THOUSAND PESOS ONLY (Php760,000.00)** 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 BREAKFAST AND LAST DAY: LAST MEAL TO BE SERVED IS PM SNACKS, and FREE FLOWING COFFEE, MILO OR TEA in the conference room, with attached menu options

b. Hotel Accommodation

-Triple sharing (single beds), depend on the size of the room, and ALERT LEVEL from the IATF guidelines, Air conditioned, with TV and Hot and Cold Shower (must be compliant with social distancing protocol).

c. Function Hall

-Use of Air-conditioned Function hall (must be compliant with social distancing protocol)
 -Use of LCD Projector and Wide Screen
 -Basic Sound System with Two (2) Microphones
 -Wifi Access
 -Extension Cords
 -5 to 7 person for round table big depending the size to observe social distancing
 -big halls with capacity of 200 pax for writeshot and plenary sessions with social distancing following the safety health protocols
 -free use of function rooms from 7:00am to 9:pm, antiseptic, disinfection alcohol

d. Stable and Strong Internet Connection in the Conference Room and Rooms of the participants

e. Whiteboard with markers and eraser, fluorescent lights (LED) in the function rooms

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 28 2022 at QUEZON CITY, Philippines.


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


FRANCIS CESAR B. BRINGAS
Regional Director

GREAT EASTERN HOTEL


MERLE B. DACASIN
Account Officer

SIGNED IN THE PRESENCE OF:





ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, this JUL 28 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>	2023/10/02
<u>Merle B. Dacasin</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.

Notary Public

Doc. No. 322;
Page No. 69;
Book No. 245;
Series of 2022.

ATTY. JASON G. DE BELEN
Roll No. 36259

Adm. No. NP-070 Notary Public
Notary Public for Quezon City

My Commission expires on December 31, 2023

No. 7M Sct. Borromeo St. cor. Panay Ave. QC

IBP No. 195473; OC 1-4-2022

PTR No. 2444041; QC 1-4-2022

MCLE VII-0019570; 5-30-22