



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 **CLIENT**.

-and-

L & B INTERNATIONAL TOURIST HOTEL INC. (CAMELOT HOTEL), with principal address at No. 35 Mother Ignacia Street, Diliman, Quezon City, represented herein by its Sales Executive, **RAMONCITO V. DELA CRUZ**, herein after referred to as the **HOTEL COMPANY**.

W I T N E S S E T H

WHEREAS, the **CLIENT** needs the services of L & B International Tourist Hotel Inc. (Camelot Hotel) for the food and lease venue to the participants and guests in the **"COORDINATION MEETING WITH CALABARZON DISTRICT REPRESENTATIVE IN THE CONGRESS"** on **August 30, 2022**.

WHEREAS, the Approved Budget for the Contract (ABC) is **ONE HUNDRED FORTY-FIVE THOUSAND TWO HUNDRED PESOS ONLY (Php145,200.00)**;

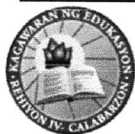
WHEREAS, Section 53.9 of the 2016 Revised Implementing Rules and Regulations (R-IRR) of Republic Act 9184, otherwise known as the "Government Procurement Reform Act of 2003", allows an agency to resort to Small Value Procurement as alternative methods of procurement where the amount involved does not 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, and office website on August 18, 2022, respectively, and in the conspicuous bulletin board in the premises of this Office on August 18, 2022 to August 23, 2022;

WHEREAS, RFQs were sent to at least three prospective suppliers namely:

1. SEAMEO INNOTECH;
2. MICROTEL; and
3. L & B INTERNATIONAL TOURIST HOTEL INC. (CAMELOT HOTEL);



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, one (1) Supplier submitted its proposal; the **Hotel Company** proposed in the amount of **ONE HUNDRED THIRTY-THREE THOUSAND ONE HUNDRED PESOS ONLY (Php133,100.00)**. Thus, the **Hotel Company** is declared as the lone bidder;

WHEREAS, after review and deliberation on the proposal, the **Hotel Company** 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, **Hotel Company** is within Quezon City under Alert Level 1.

WHEREAS, the Entity invited Bids for the Procurement for the hotel accommodation of the participants in the **“COORDINATION MEETING WITH CALABARZON DISTRICT REPRESENTATIVE IN THE CONGRESS”** on **August 30, 2022** and has accepted a Bid of **COORDINATION MEETING WITH CALABARZON DISTRICT REPRESENTATIVE IN THE CONGRESS** for food and lease venue in the sum of **ONE HUNDRED THIRTY-THREE THOUSAND ONE HUNDRED PESOS ONLY (Php133,100.00)**. (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 Venue and Food on August 30, 2022 to One Hundred Twenty-One (121) participants and guest, 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** shall:

1. Pay the **Hotel Company** the guaranteed number of participants
2. Agrees that it shall be charged or billed the amount One Thousand One Hundred Pesos Only **(Php1,100.00)** per participant for the food and lease of the venue or the total amount of One Hundred Thirty-Three Thousand One Hundred Pesos Only **(Php133,100.00)** for the whole duration of the event;
3. 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 **Hotel Company** on the matter;

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 **Terms of Payment**

The **Client** binds itself to pay the **Hotel Company** within thirty (30) days after the conclusion of the training/seminar. The **Hotel Company** hereby understands that the focal person must be the one responsible for the immediate processing of payments.

Section 6 **Inclusions in the services**

The **Hotel Company** shall provide for the following:

- a. Foods**
 - Set AM and Buffet Lunch with attached menu options
 - b. Function Hall**
 - capacity of 121 participants
 - Stable internet connections
 - Complimentary pads, pencils
 - c. Other Inclusions**
 - Use Seminar Support amenities such as: LCD Projectors with screen, white board with marker & Eraser, Podium & Phil. Flag/PA system, microphone and Rostrum
 - Free use of Function room from 7:00AM to 3:00PM
 - Flowing Coffee or Tea with candies
 - WIFI Ready
 - Purified Water (Water Dispenser)
 - Free Power charge of LCD & Laptop
 - Parking space for the participants and guest
-

Section 7
Use of Hotel Parking Space

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

Section 8
Termination of Contract

Any party may terminate this Contract based on the grounds provided and after compliance with Annex "I" of the 2016 Implementing Rules and Regulations of Republic Act 9184.

Section 9
Venue of Action

The parties shall make every effort to resolve amicable and by mutual consultation any or all disputes or differences arising between the Parties in connection with the implementation of this Contract. Should such dispute not be resolved amicably, it shall be submitted to arbitration in the Philippines according to the provisions of Presidential Decree No. 242 and Executive Order No. 292. Provided, however, that by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

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

Section 10
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.

Section 11
Other conditions of the contract

- a. In case of damage to the property of the participants of the **Client** caused by negligence of the personnel of the **Hotel Company**, the **Hotel Company** shall be liable for the damages;
- b. Necessary medical services and facilities shall be the responsibility and for the account of the **Hotel Company**; and
- c. The **Hotel Company** shall cause the notarization of this contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands, this day of _____ at _____, Philippines.

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



ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director

**L & B International Tourist
Tourist Inc. (Camelot Hotel)**



RAMONCITO V. DELA CRUZ
Sales Executive

SIGNED IN THE PRESENCE OF:

Republic of the Philippines
_____ S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of SEP 14 2022, this
_____, personally appeared:

Name	Identification No.	Expiration Date
Atty. Alberto T. Escobarte	DepEd Office ID No. 4529876	
Ramoncito V. Dela Cruz		

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.
Page No.
Book No.
Series of 2022.

ATTY. HENRY D. ADASA
NOTARY PUBLIC CITY OF MANILA
NOTARIAL COMMISSION 2017-097 / 12/31/2022 Manila
IBP NO. 163598 - 01/03/2022, PASIG
PTR NO. 0060197 - 01/03/2022, MALA
ROL NO. 29679, TIN: 172-526-620
PAGLE COMPL. NO. VII-0000165 6/26/2019 Valid April 14, 2025
MORAN DE LA TORRES MANILA, B-2, UNIT 355, TONDO, MALA