

Republic of the Philippines Denartment of Education

REGION IV-A CALABARZON



CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into by and between:

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-

STK-PRIME REAL PROPERTY DEVELOPMENT CORP. (THE EXELSIOR HOTEL), with principal address at Alabang Zapote Road, Almanza Uno, Las Pinas City, represented herein by its Sales and Marketing Manager, MA. THERESA DAY E. TAN, hereinafter referred to as the HOTEL COMPANY.

WITNESSETH

WHEREAS, the **CLIENT** needs the services of STK-PRIME REAL PROPERTY DEVELOPMENT CORP. (THE EXELSIOR HOTEL) for the food and hotel accommodation to the participants in the **"FY 2021 NQESH POST EVALUATION ACTIVITY"** on **September 21-23, 2022**.

WHEREAS, the Approved Budget for the Contract (ABC) is FIVE HUNDRED FOUR THOUSAND PESOS ONLY (Php504,000.00);

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, and office website on August 16, 2022, respectively, and in the conspicuous bulletin board in the premises of this Office on August 16, 2022 to August 22, 2022;

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

- 1. The Exelsior Hotel;
- 2. Eurotel Las Pinas; and
- 3. The Manila 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, three (3) Suppliers submitted their respective proposals before the deadline for submission of bids, offering the following financial bids, as read:

NAME OF BIDDER	AMOUNT OF BID	
STK-PRIME REAL PROPERTY DEVELOPMENT	Php504,000.00	
CORP. (THE EXELSIOR HOTEL)		
WESTFIELDS RESIDENCES INC.	No Quotation	
MYDIVE TRAVEL AND TOURS INC.	Php490,140.00	

WHEREAS, upon evaluation or careful examination of the technical specification submitted by **MYDIVE TRAVEL AND TOURS INC.**, the BAC found that it was ineligible because its quotation does not comply with the specification issued by this Office

WHEREAS, after review and deliberation on the proposal, the **Hotel Company** complied with the requirements and declared as the Lowest Calculated and Responsive Bid (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, Hotel Company is within Las Pinas under Alert Level 1.

WHEREAS, the Entity invited Bids for the Procurement for the hotel accommodation of the participants in the "FY 2021 NQESH POST EVALUATION ACTIVITY" on September 21-23, 2022 and has accepted a Bid of FY 2021 NQESH POST EVALUATION ACTIVITY for food and hotel accommodation in the sum of FIVE HUNDRED FOUR THOUSAND PESOS ONLY (Php504,000.00). (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 September 21-23, 2022 to the Eighty-Four (84) 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** shall:

- 1. Pay the **Hotel Company** the guaranteed number of participants
- 2. Agrees that it shall be charged or billed the amount of Two Thousand Pesos Only (Php2,000.00) per day, participant for the food and hotel accommodation or the total amount of Five



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- Provide food and bond accommodation on September 21-23, 2022 to the Eighty-Enut (34) participants, of the effect;
- 2. Mahitain find all of the services to be performed under or processant to this contract shall be of the standard and quality, which proped acromizations of appealed knowledgeroad achievage of providing challengeroad achievage of providing challengeroad achievage of providing challengeroad.

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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. 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

- -Air conditioned, with TV and Hot and Cold Shower.
- -Triple sharing (single beds)

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3. Exercise strict discipline, close supervision and endouver courts) and administration over its personage it accordance with law, applications and pertinent accordance railes and regulations as well as the value and policies to drown by the Establish Court was the matter.

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c. Conference Room

-with the capacity of 85 participants for the writeshot and plenary sessions with social distancing following the safety health protocols;

d. Other Requirements

- -Tables and chairs,
- -Stable and Strong Internet/Wi-Fi Connection in the Conference Room and Rooms of the Participants
- -Extension wires
- -Whiteboard with markers and erasers
- -Microphones and sound system
- -LCD projectors in the function rooms
- -Free use of function rooms from 7:00am to 9:00pm
- -Antiseptic, disinfection alcohol

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

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IN WITNESS WHEREOF, the parties have hereunto set their hands, this day of Philippines. **STK-Prime Real Property Department of Education** Development Corp. Region IV-A CALABARZON (The Exelsior Hotel) ATTY. ALBERT ESCOBARTE, CESO II MA. THERESA DAY E. TAN Regional Director Sales and Marketing Manager SIGNED IN THE PRESENCE OF: Republic of the Philippines ACKNOWLEDGMENT BEFORE ME, a Notary Public for and in the City of page 2, personally appeared: Name Identification No. **Expiration Date** DepEd Office ID No. 4529876 Atty. Alberto T. Escobarte Ma. Theresa Day E. Tan

c. The Hotel Company shall cause the notarization of this

contract.

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. ...; Page No. ...; Book No. ...; Series of 2022. ATTY. RUBEN M. AZAÑES, JR.
NOTARY BELIC
UNTIL DECEMBER 31, 2022
PTR NO. 2463598D, 01/03/2022-QUEZON CITY
IBP NO. 178672, 01/03/2022-QUEZON CITY
IBP NO. 4645784 NO. 46427
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