



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 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 the **CLIENT**.

-and-

EXTREMELI SUITES (EXTREMELI INC.) with principal address at Unit G-21 Solemare Park Suites Building Brado Avenue, Baclaran, Paranaque City represented herein by its General Manager, **VAL ABELLO**, 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 **"2022 PRIVATE SCHOOL SUMMIT"** on **October 20-21, 2022**.

WHEREAS, the Approved Budget for the Contract (ABC) is **THREE HUNDRED TWENTY-EIGHT THOUSAND PESOS ONLY (Php328,000.00)**;

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 on October 5, 2022, office website and conspicuous bulletin board in the premises of this Office on October 4-10, 2022;

WHEREAS, RFQs were sent to at least three (3) prospective suppliers namely:

1. Red Hotel;
2. Sequoia Hotel; and



"EXCELLENCE is a CULTURE and QUALITY is a COMMITMENT"

Trunkline: 02-8682-5773/8684-4914/8647-7487
Website: depedcalabarzon.ph
Document Inquiry : <https://r4a-teadoc.com/inquire>
Facebook: DepEd R-4A Calabarzon



3. BSA Hotel

WHEREAS, four (4) suppliers submitted their respective proposals before the deadline for the submission of bids, offering the following financial bids, as read:

NAME OF BIDDER	AMOUNT OF BID	REMARKS
EXTREMELI SUITES	Php300,000.00	Complying
RED HOTEL	Php303,400.00	Complying
LANCASTER HOTEL MANILA	Php308,320.00	Complying
SEQUOIA HOTEL QUEZON CITY	Php328,000.00	complying

WHEREAS, upon evaluation or careful examination of the technical specification submitted by **EXTREMELI SUITES (EXTREMELI INC.)**, the BAC found that it was complying with the proposal amount of **THREE HUNDRED PESOS ONLY (Php300,000.00)**.

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 **Hotel Company**, 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, **Hotel Company** 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 **"2022 PRIVATE SCHOOL SUMMIT"** on October 20-21, 2022 and has accepted a Bid of **Hotel Company** for food and hotel accommodation in the sum of **THREE HUNDRED THOUSAND PESOS ONLY (Php300,000.00)**. (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 October 20-21, 2022 to the Eighty-Two (82) 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 total amount of **Three Hundred Thousand Pesos Only (Php300,000.00)** 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

1. October 20, 2022:
 - Breakfast, AM Snacks, Lunch, PM Snack and Dinner
2. October 21, 2022:
 - Breakfast, AM Snacks, Lunch, and PM Snack

b. Room Accommodation

1. 1 Twin, and
2. 20 Quad

c. Inclusions/Amenities

1. Complimentary bottled water
2. Sound System
3. Wireless Microphone
4. LDC Projector and White Screen
5. Complimentary daily newspaper
6. Complimentary use of swimming pool; and
7. 24 Hours Security and Standby Generator

d. Others Concerns

1. Accessible means of transportation
2. Free parking for the duration of the stay
3. Free use of Amenities
4. Able and willing to ensure provisions for participants and guest with special conditions, example: breastfeeding moms, PWDs, and other emergency situations.
5. Available in-house nurse/medic when needed
6. Alcohol/sanitizer must be in the areas that can be accessed by the participants'
7. Responsive to safety and security requirements of the government.

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 amicably 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 ~~OCT 18 2018~~ at MANILA CITY, Philippines.

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

**EXTREMELI SUITES
(EXTREMELI INC.)**


ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director


VAL ABELLO
General Manager

SIGNED IN THE PRESENCE OF:

Republic of the Philippines
MANILA CITY S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of MANILA CITY, this
2022, personally appeared:

Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	<u>DepEd Office ID No. 4529876</u>	_____
<u>Val Abello</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 six (6) 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. 126;
Page No. 35;
Book No. X64;
Series of 2022.

ATTY. IMELDA A. PANIS
Notary Public
 NOTARY PUBLIC EXTENDED TERM DEC. 31, 2022
 PTR NO. 0097579 JAN. 03, 2021
 IBP LIFETIME MEMBER NO. 08365 ROLL NO. 52214
 MCLE NO. VI-0029361 NOV. 11, 2019 UNTIL 2022
 COMMISSION NO. 7019-082
 1091 N. LOPEZ ST. ERMITA, MANILA
 09272774504