



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 the **CLIENT**.

-and-

LORELAND FARM RESORT, with principal address at Sitio Loreland, Brgy. San Roque, Antipolo City, represented herein by its Sales Executive, **MA. AMILYN BAUTISTA**, hereinafter referred to as the **HOTEL COMPANY**.

W I T N E S S E T H

WHEREAS, the **CLIENT** has undertaken the procurement of food and accommodation, for the **"SKILLS ENHANCEMENT TRAINING ON DIGITAL MATERIAL PRODUCTION FOR REGIONAL OFFICE PROPER (ROP)"** on **May 23-26, 2023**.

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

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, the Request for Quotation (RFQ) was posted in the Philippine Government Electronic Procurement System (PhilGEPS), on April 29, 2023, office website and conspicuous bulletin board in the premises of this Office on April 28, 2023 to May 5, 2023;

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

1. First Villa Cristina Hotel & Resort, Inc.;
2. First Philippine Realty Corporation (Eugenio Lopez Center); and
3. Focal Managing Loop Inc.

WHEREAS, one (1) Supplier submitted its proposal; the **LORELAND FARM RESORT** proposed in the amount of **THREE HUNDRED TWELVE THOUSAND PESOS ONLY (Php312,000.00)**. Thus, the **Hotel Company** is declared as the lone bidder;



Address: Gate 2, Karangalan Village, Cainta, Rizal
Telephone No.: 02-8682-2114
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Certificate No. PHP QMS
22 93 0085

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, the Entity invited Bids for the Procurement of food and hotel accommodation of the participants in the “**SKILLS ENHANCEMENT TRAINING ON DIGITAL MATERIAL PRODUCTION FOR REGIONAL OFFICE PROPER (ROP)**” on **May 23-26, 2023** and has accepted a Bid of the **HOTEL COMPANY** for food and hotel accommodation in the sum of **THREE HUNDRED TWELVE THOUSAND PESOS ONLY (Php312,000.00)**. (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 May 23-26, 2023 to the 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. Agree that it shall be charged or billed the amount of the total amount of **THREE HUNDRED TWELVE THOUSAND PESOS ONLY (Php312,000.00)** 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

Terms of Payment

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



Section 4 **Inclusions in the services**

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

a. Food

1. First meal: Breakfast (First Day)
2. Last meal: PM Snacks (Last day)
3. Complete meal: Breakfast, AM Snacks, Lunch, PM Snacks, and Dinner
4. All Meals are served Set Menu of Assisted Buffet
5. Meal time should be properly observed as follows:
 - 7:00 to 8:00 AM – Breakfast
 - 12:00 to 1:00 PM – Lunch
 - 6:00 to 7:00 PM - Dinner

b. Hotel/Room Accommodation

1. Type of Rooms:
 - 4 units Standard Twin
 - 2 units Standard Quadruple
 - 1 unit Standard Quintuple
 - 2 units Family 2-BR Triple
 - 2 units Standard Triple
2. Check-in time: **3:00 PM**
3. Check-out time: **12:00 Noon**

c. Function Room

1. Tipolo Hall on May 23-26, 2023 at 8:00 AM – 5:00 PM
2. Basic sound system with 2 microphones, LCD projector
3. Whiteboard with markers
4. Wifi connection
5. Flowing coffee

d. Freebies & Amenities

1. Purified drinking water during the seminar session
2. Welcome tarpaulin 3x6 ft with personalized company logo
3. Access to swimming pools

Section 5 **Use of Hotel Parking Space**

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

Section 6 **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 7 **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.

Section 8
Warranty

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

Section 9
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 JUN 01 2023 at QUEZON CITY, Philippines.

Department of Education
Region IV-A CALABARZON

Loreland Farm & Resort


ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director


MA. AMILYN BAUTISTA
Sales Executive

SIGNED IN THE PRESENCE OF:

REY M. VALENZUELA
ITO, ITC Unit

REPUBLIC OF THE PHILIPPINES)

QUEZON CITY, SS.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, this
JUN 01 2023 personally appeared:

Name	Identification No.	Expiration Date
Atty. Alberto T. Escobarte	DepEd Office ID No. 4529876	_____
Ma. Amilyn Bautista	CRN-011-3185-3690-6	_____

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. 71;
Page No. 16;
Book No. 2;
Series of 2023.

ATTY. CONCEPCION P. VILLARENA
Notary Public for Quezon City
Until December 31, 2023
PTR No. 3716371 / January 3, 2023 Q.C
IBP No. 167803 / November 25, 2021 Q.C
Roll No. 30457 / 05-09-1980
CLE VII-0006994 / 09-21-2021
ADM. MATTER No. NP-005 (2022-2023)
TIN NO. 131-942 754