



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-

**LEONIDA'S EXCLUSIVE RESORT**, with principal address at Brgy. Banga, Talisay, Batangas, represented herein by the proprietor, **RONALD A. UMALI**, hereinafter referred to as the **HOTEL COMPANY**.

**WITNESSETH**

**WHEREAS**, the **CLIENT** will be conducting the **"WORKSHOP ON THE QUALITY ASSURANCE OF REGIONAL STORYBOOK WINNERS AND SDO CONTEXTUALIZED AND DEVELOPED DIGITIZED LEARNING RESOURCES FOR KINDERGARTEN"** on August 1-3, 2023.

**WHEREAS**, the Approved Budget for the Contract (ABC) is **FIVE HUNDRED TWELVE THOUSAND PESOS ONLY (Php512,000.00)**;

**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 System (PhilGEPS) on July 14, 2023, office website and conspicuous bulletin board in the premises of this Office starting on July 13, 2023 to July 17, 2023

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

1. First Sta. Rosa Hotel Corporation (El Cielito Hotel-Sta. Rosa);
2. Techno Park Hotel; and
3. Leonida's Exclusive Resort;

**WHEREAS**, two (2) suppliers submitted their respective proposals before the deadline for the submission of bids, offering the following financial bids, as read:

*[Handwritten signature]*  
*R. Umali*

NAME OF BIDDER	AMOUNT OF BID
Leonida's Exclusive Resort	Php470,000.00
Sunny Glades Properties Corporation (Tagaytay Haven Hotel)	Php486,400.00



Address: Gate 2, Karangalan Village, Cainta, Rizal  
 Telephone No.: 02-8682-2114  
 Email Address: region4a@deped.gov.ph  
 Website: depedcalabarzon.ph



Certificate No. PHP QMS  
 22 93 0085

**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 **LEONIDA'S EXCLUSIVE RESORT**, as the Lowest Calculated and Responsive Bidder (LCRB);

**WHEREAS**, the Entity invited Bids for the Procurement of the hotel accommodation and food of the participants in the "**WORKSHOP ON THE QUALITY ASSURANCE OF REGIONAL STORYBOOK WINNERS AND SDO CONTEXTUALIZED AND DEVELOPED DIGITIZED LEARNING RESOURCES FOR KINDERGARTEN**" on August 1-3, 2023 and has accepted a Bid of **LEONIDA'S EXCLUSIVE RESORT** for food and hotel accommodation in the sum of **FIVE HUNDRED TWELVE THOUSAND PESOS ONLY (Php512,000.00)**. (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 August 1-3, 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. Agrees that it shall be charged or billed the total amount of **Four Hundred Seventy Thousand Pesos Only (Php470,00.00)** 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.

  
R. Umal



## Section 4

**Inclusions in the services**

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

**a. Food**

August 1, 2023	Catering Services	32 pax
August 1-3, 2023	Food and accommodation	80 pax

1. First meal: Breakfast (Day 1)
2. Last meal: PM Snacks (Last day)
3. Meals for breakfast, am and pm snacks, lunch, and dinner; and
4. Purified drinking water, hot and cold, mess hall and dining area;.

**b. Hotel/Room Accommodation**

1. **Can accommodate 80 participants for Twin Sharing/Standard Sharing room accommodation to observe health protocols;**
2. No bed mattress on the floor
3. 24-hours Hot and Cold Shower, Clean Beddings, Rooms and Restroom

**c. Function Room**

1. Strong internet connection with a minimum of 150 mbps;
2. Frequently sanitized grand/spacious hall that can accommodate (105 pax – day 1 and 80 pax – day 2 & 3) in one seating;
3. Function hall is ready for registration at 6:00 am;
4. Free use of 3 function rooms or wide lobby/area for display and set up of the presentation of LRs;
5. Provision of medical personnel, 70% Solution Alcohol, and non-contact thermometer;
6. With 2 LCD and widescreen and printer extension cords, quality sound system, microphone stands, whiteboard with markers;
7. Free flowing coffee (brewed), tea and hot chocolate.
8. No pillars in the middle of the function room.

**d. Other Requirements**

1. Maintaining cleanliness-function hall, restrooms, sleeping quarters, hallway, coffee/tea area, and dining area;
2. Free tarpaulin at least 2 pcs (Outside & Main hall hanging) with DepEd CALABARZON Logo;
3. Parking slots for participant up to 20 slots;
4. With 24-hour security, front-desk and housekeeping services; and

## Section 5

**Use of Hotel Parking Space**

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

R. Umal

## 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 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.

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 AUG 01 2023 at CITY OF TANAUAN, Philippines.

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

**Leonida's Exclusive Resort**

  
**ATTY. ALBERTO T. ESCOBARTE, CESO II**  
Regional Director 

  
**RONALD A. UMALI**  
Proprietor

**SIGNED IN THE PRESENCE OF:**

\_\_\_\_\_  
**VIERNALYN M. NAMA**  
Chief EPS, CLMD

Republic of the Philippines  
**CITY OF TANAUAN** S.S.

**ACKNOWLEDGMENT**

**AUG 07 2023** BEFORE ME, a Notary Public for and in the City of **CITY OF TANAUAN**, this \_\_\_\_\_, personally appeared:

Name	Identification No.	Expiration Date
<b>Atty. Alberto T. Escobarte</b>	DepEd Office ID No. 4529876	_____
<b>Ronald A. Umali</b>	_____	_____

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. 887;  
Page No. 7;  
Book No. \_\_\_\_\_;  
Series of 2023.

*R. Umali*

*Atty. Ma. Gladys N. Dequina de Silva*  
**ATTY. MA. GLADYS N. DEQUINA DE SILVA**  
**Notary Public**  
**COMMISSION UNTIL DECEMBER 31, 2023**  
**PTR No. 9504103/01-03-23/TANAUAN CITY BATAVIA**  
**ROLL No. 43782**  
**IDP LIFETIME MEMBER No. 02749**  
**MGLE COMPLIANCE No. VII-0007536/01-11-22**  
**DEQUINA-DE SILVA LAW OFFICE**  
**MT. VIEW SUBD., BRGY. 3, TANAUAN CITY, BATAVIA**