



Legal-CO01-2023-258

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-

MANILA GRAND OPERA HOTEL, with principal address at 925 Rizal Ave., Dorotes Jose, Sta. Cruz, Manila, represented herein by the Account Manager, **RUSSELL DAVID FULAY**, hereinafter referred to as the **HOTEL COMPANY**.

W I T N E S S E T H

WHEREAS, the **CLIENT** will be conducting the **“REORIENTATION ON THE ADOPTION OF E-SALIKSIK PORTAL AND UTILIZATION OF QUALITY CONTROL CHECKLIST (QCC) FOR COMPLETED BASIC AND ACTION RESEARCH”** on **September 21-22, 2023**.

WHEREAS, the Approved Budget for the Contract (ABC) is **FIFTY-SIX THOUSAND PESOS ONLY (PhP56,000.00)**;

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 August 31, 2023, office website and conspicuous bulletin board in the premises of this Office starting on August 30, 2023 to September 4, 2023

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

1. Sunrise Ridge Corporation (Soleste Suites);
2. Red Hotel; and
3. Manila Grand Opera Hotel;

WHEREAS, two (2) 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
Manila Grand Opera Hotel	PhP53,200.00
Sunrise Ridge Corporation (Soleste Suites)	Php55,860.00



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 **MANILA GRAND OPERA HOTEL**, 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 “**REORIENTATION ON THE ADOPTION OF E-SALIKSIK PORTAL AND UTILIZATION OF QUALITY CONTROL CHECKLIST (QCC) FOR COMPLETED BASIC AND ACTION RESEARCH**” on September 21-22, 2023 and has accepted a Bid of **MANILA GRAND OPERA HOTEL** for food and hotel accommodation in the sum of **FIFTY-THREE THOUSAND TWO HUNDRED PESOS ONLY (PhP53,200.00)**. (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 21-22, 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 **Fifty-Three Thousand Two Hundred Pesos Only (PhP53,200.00)** 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. Any type of buffet with stand-by waiters (breakfast, Lunch and Dinner)
4. For breakfast: e.g. 2 main dishes, rice, bread, choice of hot tea/chocolate or coffee;
5. For lunch and dinner: e.g. 3 main dishes (fish, choice of meat: chicken/pork (no beef), and vegetables subject to menu selection), soup, rice, dessert: fruit or salad and drinks. (Purely vegetarian or halal food may be required during the event proper);
6. No beverage from powdered juice;
7. AM and PM snacks with drinks but not bottled water;
8. With standby water dispenser;
9. Free flowing coffee, choco and/or tea;
10. Candies; and Stand-by waiter.

b. Hotel/Room Accommodation

1. **At least two (2) Single/Double Sharing rooms**
2. **No Triple Sharing rooms** for participants
3. No bed matters on the floor
4. 24-hours Hot and Cold Shower, Clean Beddings, Rooms and Restroom
5. Check-in time: 12:00 NN
6. Check-out time: 2:00 PM

c. Function Room

1. Can accommodate at least 14 pax in a conference set-up;
2. Well-lighted and well ventilated;
3. Availability of audio-visual equipment with stand-by assistant;
 - At least two (2) LCD projectors (1 I front & 1 at the side) and wide screens;
 - At least one (1) Whiteboard with marker/s and erasers,
 - Complete set sound system, at least six (6) extension cords for laptops,
 - Three (3) wireless microphones, no need of microphones stands, and
 - Podium/lectern, etc.
4. Unlimited access to internet/Wi-Fi in all areas of venue specifically in the conference room as well as in bedroom;
5. Very reliable internet connection;
6. At least two (2) tables for the Secretariat (Registration Area);
7. 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. Provision for backdrop for the activity, and Tarpaulin display at Project Site, not to exceed 3" x 4"; optional for Projects not exceeding 5 days (COA Circ. 2013-004);
3. With appropriate and sufficient parking area for VIP and other Guests; and
4. With 24-hour security, front-desk and housekeeping services.

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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 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 _____ at _____, Philippines.

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



ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director 

Manila Grand Opera Hotel


RUSSELL DAVID FULAY
Account Manager

SIGNED IN THE PRESENCE OF:

ELINO S. GARCIA
OIC-Chief, PPRD



Rodney C. Robosa

