



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-

RED HOTEL INC., with principal address at 627 Edsa Cubao, Quezon City, represented herein by its Authorized Sales and Representative, **CARIZA FERNANDEZ-MILO**, 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 **LEASE OF VENUE WITH FOOD AND ACCOMODATION** for the **“REGIONAL TRAINING OF FILIPINO SIGN LANGUAGE”** on **November 6-10, 2023**.

WHEREAS, the Approved Budget for the Contract (ABC) is **ONE MILLION FOUR HUNDRED FIFTY THOUSAND PESOS ONLY (PhP1,450,000.00)**;

WHEREAS, Rule XVI, Section 48.2 of the IRR of RA 9184, otherwise known as the “Government Procurement Reform Act of 2003” provides the general rule that public bidding is the general mode of procurement. However, the same section allows procuring entities to resort to alternative methods of procurement such as Negotiated Procurement subject to the approval of the Head of Procuring Entity;

WHEREAS, Rule XVI, Section 53.10 of the IRR of RA 9184 allows Negotiated Procurement under Lease of Real Property and Venue as a mode of procurement subject to the approval of the Head of the Procuring Entity;

WHEREAS, the BAC through its Secretariat, initiated the procurement activity by requesting for quotation to at least three (3) prospective suppliers; The three (3) prospective suppliers are as follows: (1) Red Hotel; (2) Azteco Corporation (Axiaa Hotel); and (3) Sequoia 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
Red Hotel, Inc.	PhP1,412,300.00
The Blulane Hotel Incorporated	PhP1,413,750.00

WHEREAS, on October 17, 2023, the end-user conducted an ocular inspection of the venues base on the submitted quotations;



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 Website: depedcalabarzon.ph



Certificate No. PHP QMS
 22 93 0085

WHEREAS, the evaluation report during ocular inspection to **RED HOTEL, INC.** was rated in accordance with the technical specification pursuant to Appendix "B" of Annex "H" of the Consolidated Guideline for the Alternative Methods of Procurement is attached hereto as Annex "A" is mad integral parts hereof;

WHEREAS, based on the result of the evaluation reflected in the Rating Factors and Determination of Reasonableness of Rental Rate, **RED HOTEL INC.** rated with the score of 91.05;

WHEREAS, after review and deliberation on the proposal, **RED HOTEL INC.** complied with the requirements and is hereby declared as the Lowest Calculated and Responsive Bid (LCRB):

WHEREAS, the Entity invited Bids for the Procurement of Lease of Venue (food and accommodation) of the participants, in the "**REGIONAL TRAINING OF FILIPINO SIGN LANGUAGE (FSL)**" on **November 6-10, 2023** and has accepted a Bid of **RED HOTEL INC.** for the Lease of Venue (food and accommodation) in the sum of **ONE MILLION FOUR HUNDRED TWELVE THOUSAND THREE HUNDRED PESOS ONLY (PhP1,412,300.00)**. (Hereinafter called "the Contract Price").

WHEREAS, on October 23, 2023, Notice of Award was issued to **RED HOTEL INC.;**

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 November 6-10, 2023 to the **One Hundred Forty-Five (145) 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 total amount of **ONE MILLION FOUR HUNDRED TWELVE THOUSAND THREE HUNDRED PESOS ONLY (PhP1,412,300.00)** 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

- First meal: Breakfast (November 6, 2023)
- Last meal: PM Snack (November 10, 2023)
- **One Hundred Forty-Five (145) participants**
- Any type of buffet with stand-by waiters (Breakfast, Lunch and Dinner)
- For breakfast: e.g. 3 main dishes, rice, bread, choice of hot tea/chocolate/coffee
- For lunch and dinner: e.g. 3 main dishes (fish, choice of meat: chicken/pork/beef, and vegetables subject of menu selection), soup, rice, dessert: fruit or salad and drinks. (Purely vegetarian or halal food may be required during the event proper)
- AM and PM snacks with drinks
- Stand-by waiters

	November 6, 2023	November 7-9, 2023	November 10, 2023
Breakfast	145 pax	145 pax	145 pax
AM Snack (Plated Meal)	145 pax	145 pax	145 pax
Lunch (Managed Buffet)	145 pax	145 pax	3145 pax
PM Snack (Plated Meal)	145 pax	145 pax	n/a
Dinner (Managed Buffet)	145 pax	145 pax	n/a

b. Inclusions and Amenities

- Room accommodation based on Twin and Triple sharing (single beds)
- Complimentary solo Room for DepEd Officials
- Free accommodation for TWG on Day 0 at least 4 rooms
- Complimentary Breakfast at La Muse Restaurant
- **Fast and reliable internet access (Wi-Fi) at least 50 mbps**
- 1 Whiteboard per plenary Hall
- Two (2) bottles of mineral water, replenished daily
- Cable TV, in-House Movie
- In-room Electronic Safety Box and Hair Dryer
- Responsive to safety and security
- Ensure Provisions for guest with special Conditions and other Emergency Situation
- No bed mattress on the floor
- 24 hours Hot and Cold Shower, clean beddings, rooms and restrooms
- Standard Check-in time: 2:00 PM

- Check-out time: 12:00 Noon

c. Hotel Amenities

- 24 hour room service
- Free Bell Service
- Shuttle Service (with prior arrangements and minimal charge)
- Basement Parking

d. Hotel Facilities

- Infinity Pool
- Coffee Shop

e. Function Room

- Can accommodate at least 170 pax in a conference set-up;
- Well-lighted and well ventilated;
- Availability of audio-visual equipment with stand-by assistant
- Use of function room for eight (8) hours
- Use of **3 LCD Projector** with screen
- 3 White board and flip chart and markers for each function Hall
- Set of PA system: (1) Podium, (1) speaker/ (4) Microphones (1) Microphone Stand
- 3 tables secretariat
- Complete sound System, at least one (1) extension cords per table for laptops
- Mints, Pads and pencils
- Free flowing coffee and tea
- Accessible transportation to MRT and other Bus
- No pillars in the middle of the function room

f. Other Requirements

- Maintaining cleanliness-function hall, restrooms, sleeping quarters, hallway, tea/chocolate/coffee area, and dining area;
- With appropriate and sufficient parking area for VIP and other Guests;
- With 24-hour security, front-desk and housekeeping services;
- Tarpaulin 10ft x 8ft as complementary

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 ~~OCT 31 2023~~ at QUEZON CITY, Philippines.

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

Red Hotel, Inc.


ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director


CARIZA FERNANDEZ-MILO
Authorized Sales and Representative

SIGNED IN THE PRESENCE OF:

VIERNALYN M. NAMA
Chief EPS, CLMD

REPUBLIC OF THE PHILIPPINES)
_____ QUEZON CITY) SS.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, this OCT 31 2023, personally appeared:

Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	<u>DepEd Office ID No. 4529876</u>	_____
<u>Cariza Fernandez-Milo</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.



Notary Public

[Signature]
ATTY. RUBEN M. AZAÑES, JR.
 NOTARY PUBLIC
 UNTIL DECEMBER 31, 2023
 PTR NO. 4029325D, 01/08/2023-Q.C.
 IBF NO. 293181, 01/10/2023-Quezon City Chapter
 Roll of Attorney's No.46427
 Admin Matter No.025(2023-2024)
 MCLE-VII-0018605-05-24-2022
 TIN:140-394-386-000
 Address: Suntrust Condo, Central, Q.C.