



Republic of the Philippines  
**Department of Education**  
 REGION IV-A CALABARZON



Legal-CO01-2024-269

**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-

**FIRST STA. ROSA HOTEL CORPORATION (EL CIELITO HOTEL-STA. ROSA)**, with principal address at National Hi-way, Bario Pulong Sta. Cruz, City of Sta. Rosa, Laguna, represented herein by its General Manager, **GRACE P. ABADIANO**, hereinafter referred to as the **HOTEL COMPANY**.

**WITNESSETH**

**WHEREAS**, the **CLIENT** has undertaken the procurement of **LEASE OF VENUE WITH FOOD AND ACCOMODATION** for the **“CO-MANAGEMENT OF THE EVALUATION OF DEPED – DEVELOPED LEARNING RESOURCES (DDLRS) Batch 1”** on **August 5 to 9, 2024**.

**WHEREAS**, the Approved Budget for the Contract (ABC) is **ONE MILLION FOUR HUNDRED TWENTY THOUSAND PESOS (PhP1,420,000.00)**;

**WHEREAS**, Rule XVI, Section 48.2 of the IRR of R.A. 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 report to alternative methods of procurement such as Negotiated Procurement subject to the approval of the Head of the Procuring Entity;

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

**WHEREAS**, the Request for Quotation (RFQ) was posted in the Philippine Government Electronic System (PhilGEPS) on July 6, 2024, at the website of DepEd Region IV-A CALABARZON, and conspicuous bulletin board in the premises DepEd Region IV-A CALABARZON on July 5, 2024 to July 11, 2024;

**WHEREAS**, RFQs were sent to at least three prospective suppliers as follows: (1) First Sta. Rosa Hotel Corporation (El Cielito Hotel); (2) Alprops Management and Realty Inc.; and (3) Batangas Country Club;

*[Handwritten signature]*



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



**WHEREAS**, two suppliers submitted their respective proposals before the deadline for the submission of the quotations, offering the following financial quotation, as read:

<b>NAME OF BIDDER</b>	<b>AMOUNT</b>
Leonida's Exclusive Resort	PhP1,331,250.00
First Sta. Rosa Hotel Corporation (El Cielito Hotel)	PhP1,420,000.00

**WHEREAS**, on July 18, 2024, the end-user conducted an ocular inspection at **LEONIDA'S EXCLUSIVE RESORT** and **FIRST STA. ROSA HOTEL CORPORATION (EL CIELITO HOTEL)** and rated the venue in accordance with the technical specification pursuant to Appendix "B" of Annex "H" of the Consolidated Guidelines for the Alternative Methods of Procurement;

**WHEREAS**, based on the result of the ocular inspection reflected in the Rating Factors and Determination of Reasonableness of Rental Rate, **LEONIDA'S EXCLUSIVE RESORT** rated with the score of **80.00** and **FIRST STA. ROSA HOTEL CORPORATION (EL CIELITO HOTEL)** rated with the score of **95.75**;

**WHEREAS**, the report containing the results of the evaluation and its attachments is attached hereto as Annex "A" and made an integral part hereof;

**WHEREAS**, after review and deliberation on the proposal and report submitted, **LEONIDA'S EXCLUSIVE RESORT** appears non-compliant for failure to passed based on the passing rate under the "Rating Factors and Determination of Reasonableness of Rental Rates;"

**WHEREAS**, after review and deliberation on the proposals and report submitted **FIRST STA. ROSA HOTEL COPORATION (EL CIELITO HOTEL)** complied with the requirements and is hereby declared as the Single Calculated and Responsive Quotation (SCRQ);

**WHEREAS**, the Entity invited Quotation for the Procurement of Lease of Venue with food and accommodation of the participants, in the "**CO-MANAGEMENT OF THE EVALUATION OF DEPED - DEVELOPED LEARNING RESOURCES (DDLRS) Batch 1**" on **August 5 to 9, 2024** and has accepted a Quotation of the **Hotel Company** for the Lease of Venue with food and accommodation in the sum of **ONE MILLION FOUR HUNDRED TWENTY THOUSAND PESOS ONLY (PhP1,420,000.00)**. (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 for **142** participants on August 5 to 9, 2024 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 TWENTY THOUSAND PESOS ONLY (PhP1,420,000.00)** 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:

**1. The Meals shall be:**

- 1.1 Complete Meals (breakfast, AM snack, lunch, PM snack and dinner for **142** participants on August 5 to 9, 2024;
- 1.2 First meal is **breakfast** for August 5, 2024 and Last meal is **PM snack** for August 9, 2024;
- 1.3 Buffet type with stand-by waiters for Breakfast, Lunch and Dinner;
- 1.4 AM snack and PM snack are with drinks
- 1.5 Free-flowing coffee, mineral water, and/or tea and candies

**2. The Function Room shall be:**

- 2.1 Conference set-up and can accommodate at least 150 participants in a conference set-up/plenary session and five breakout rooms;
- 2.2 Well-lighted and well ventilated;
- 2.3 Free use of function rooms from 7:00 AM to 8:00 PM;
- 2.4 Availability of audio-visual equipment with stand-by assistant such as:
  - 2.4.1 Two to Three LCD projector with wide screens;
  - 2.4.2 Five whiteboard with markers and erasers;
  - 2.4.3 Complete set sound system, ten (10) extensions cords for laptops;
  - 2.4.4 Three wireless microphones;
  - 2.4.5 One microphone stand each function hall;
  - 2.4.6 Podium/lectern
- 2.5 Strong and unlimited access to Internet/Wi-Fi in all areas of venue;

- 2.6 Three tables for the Secretariat (Registration area);
- 2.7 No pillars in the middle of the function room;
- 2.8 Concurrent sessions with social distancing following the safety health protocols; and
- 2.9 Fluorescent lights (LED) in the function room

**3. The Room Accommodation shall be:**

- 3.1 At least two single sharing rooms for secretariat and facilitators
- 3.2 At least triple sharing rooms for participants;
- 3.3 No bed mattress on the floor/folding bed and no bed sharing;
- 3.4 24-hours hot and cold shower, clean beddings, rooms and restrooms;
- 3.5 Room check-in time is 9:00 AM and check-out is 4:00 PM

**4. The following shall be provided:**

- 4.1 Maintaining cleanliness-function hall, restrooms, sleeping quarters, hallway, coffee/tea area, and dining area;
- 4.2 Provision for backdrop for the activity; and Tarpaulin display at Project Site, not to exceed 5" x 7"; optional for Projects not exceeding 5 days (COA Circ. 2013-004);
- 4.3 Appropriate and sufficient parking area for VIP and other Guests;
- 4.4 24-hour security, front-desk, and housekeeping services;

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

**Capacity and Authorization**

Each of the parties to this contract hereby represents and warrants to the other that it is duly authorized and empowered to execute, deliver and perform this contract and that such action does not

conflict with or violate any provision of law, regulation, policy, contract, deed of trust or other instrument to which it is a party or by which it is bound and that this contract constitutes a valid and binding obligation between the parties.

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.

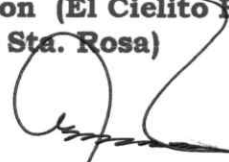
**IN WITNESS WHEREOF**, the parties have hereunto set their hands, this day of \_\_\_\_\_ at \_\_\_\_\_, Philippines.

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

**First Sta. Rosa Hotel  
Corporation (El Cielito Hotel-  
Sta. Rosa)**



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



**GRACE P. ABADIANO**  
General Manager

SIGNED IN THE PRESENCE OF:



**VIERNALYN M. NAMA**  
Chief Education Supervisor, CLMD  
DepEd Region IV-A CALABARZON

\_\_\_\_\_

REPUBLIC OF THE PHILIPPINES )  
\_\_\_\_\_  
QUEZON CITY SS.

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public for and in the City of QUEZON CITY, this JUL 31 2024, personally appeared:

Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	<u>DepEd Office ID No. 4529876</u>	_____
<u>Grace P. Abadiano</u>	<u>SSS 04-1131528-7</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 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.

3/6  
Doc. No. ...64;  
Page No. ...41;  
Book No. ...41;  
Series of 2024.

*Concepcion P. Villarena*  
**ATTY. CONCEPCION P. VILLARENA**  
 Notary Public for Quezon City  
 Until December 31, 2024  
 PTR No. 5565783 / January 03, 2024 Q.C  
 IBP No. 399889 / January 04, 2024 Q.C  
 Roll No. 30457 / 05-09-1980  
 MCLE VII-0006894 / 05-21-2021  
 ADM. MATTER No. NP-021 (2024-2025)  
 TIN NO. 131-942-754  
 Matalino Corner Malskas ST., Brgy. Central  
 District IV, Diliman Quezon City