



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-

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 **“PLANNING WORKSHOP, CONSULTATIVE, AND FINALIZATION OF EARLY LANGUAGE LITERACY AND NUMERACY REGIONAL SUMMIT”** on **August 1 to 3, 2024** and **August 12 to 16, 2024**.

WHEREAS, the Approved Budget for the Contract (ABC) is **ONE MILLION EIGHT HUNDRED THIRTY-ONE THOUSAND PESOS ONLY (PhP1,831,000.00)**;

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 3, 2024, at the website of DepEd Region IV-A CALABARZON, and conspicuous bulletin board in the premises DepEd Region IV-A CALABARZON on July 2, 2024 to July 8, 2024;

WHEREAS, RFQs were sent to at least three prospective suppliers as follows: (1) Paseo Premiere Hotel; (2) First Sta. Rosa Hotel Corporation (El Cielito Hotel); and (3) Alprops Management and Realty Inc. (Monte Vista Hotsprings & Conference Resort);



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 Website: depedcalabarzon.ph



Certificate No. PHP QMS
 22 93 0085

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

NAME OF BIDDER	AMOUNT	REMARKS
Leonida's Exclusive Resort	PhP1,723,875.00	Non-Complying
First Sta. Rosa Hotel Corporation (El Cielito Hotel)	PhP1,831,000.00	Complying

WHEREAS, after review and deliberation on the proposal and report submitted, **LEONIDA'S EXCLUSIVE RESORT** appears non-compliant for failure to comply with the specifications set by this office;

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

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

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 "**PLANNING WORKSHOP, CONSULTATIVE, AND FINALIZATION OF EARLY LANGUAGE LITERACY AND NUMERACY REGIONAL SUMMIT**" on **August 1 to 3, 2024** and **August 12 to 16, 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 EIGHT HUNDRED THIRTY-ONE THOUSAND PESOS ONLY (PhP1,831,000.00)**. (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 to 3, 2024 and August 13 to 16, 2024 to the guaranteed number of participants of the **Client**. The details and/or specifications of these services are provided under Section 4 of this contract.
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 EIGHT HUNDRED THIRTY-ONE THOUSAND PESOS ONLY (Php1,831,000.00)** 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 as follows:

Date/s	Description	No. of pax
August 1, 2024	Breakfast AM snack Lunch	101
August 1 to 3, 2024	Breakfast	39
August 12, 2024	AM snack Lunch	8
August 13 to 16, 2024	PM snack Dinner	185

- 1.2 First meal is **breakfast** for August 1 and 12, 2024 and Last meal is **PM snack** for August 3 and 16, 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 Strong internet connection with a minimum of 150 mbps;
- 2.2 Sanitized grand/spacious hall that can accommodate 186 pax in one seating;
- 2.3 Ready for registration at 6:00 AM;
- 2.4 Free use of function rooms or wide lobby or area for display and set up of the presentation of participants: **1 big function room and 1 small function room on August 1 to 3, 2024 and 2 function rooms on August 12 to 16, 2024;**

- 2.5 Well-lighted and well ventilated;
- 2.6 Availability of audio-visual equipment with stand-by assistant such as:
 - 2.6.1 Two LCD and wide screens;
 - 2.6.2 Complete/quality set sound system, printer extension cords;
 - 2.6.3 Microphones and microphone stands
 - 2.6.4 Whiteboard with markers;
 - 2.6.5 Podium/lectern
- 2.7 Classroom type set-up while round table set-up on August 1, 2024 only
- 2.8 Talk show set up on stage (sofa available) on August 12 to 16, 2024 workshop
- 2.9 With LED wall on August 2, 2024 and August 16, 2024;

3. The Room Accommodation shall be:

- 3.1 Triple sharing or standard sharing rooms for 186 participants to observe health protocols;
- 3.2 No bed mattress on the floor/folding bed and no bed sharing;
- 3.3 24-hours hot and cold shower, clean beddings, rooms and restrooms;

4. The following shall be provided:

- 4.1 Two (2) pieces of free tarpaulin with DepEd CALABARZON logo, hang at the main hall and outside with a 9 x 12 meter area;
- 4.2 Maintaining cleanliness-function hall, restrooms, sleeping quarters, hallway, coffee/tea area, and dining area;
- 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 JUL 31 2024 at QUEZON CITY, 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.

Doc. No. 315;
Page No. 64;
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. 390688 / January 04, 2024 Q.C
 Roll No. 30457 / 05-08-1980
 MCLE VII-0006894 / 09-21-2021
 ADM. MATTER No. NP-021 (2024-2025)
 TIN NO. 131-942-754
 Matalino Corner Malakas ST., Brgy. Central
 District IV, Diliman Quezon City