



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



Legal-CO01-2024-238

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-

FIRST STA. ROSA HOTEL CORPORATION (EL CIELITO HOTEL-STA. ROSA), a domestic corporation duly registered under the Philippine laws, with principal address at principal address at National Hi-way, Barrio 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** needs the services of a **hotel company** who will provide food and hotel accommodation to the 124 participants in the **“EDUCATION BOOTCAMP SERIES”** on **July 22 to 24, 2024** to be conducted by the **client**.

WHEREAS, the Approved Budget for the Contract (ABC) is **SEVEN HUNDRED FORTY-FOUR THOUSAND PESOS ONLY (PhP744,000.00)**;

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 Procurement System (PhilGEPS) on June 25, 2024, at the website of DepEd Region IV-A CALABARZON, and conspicuous bulletin board in the premises of DepEd Region IV-A CALABARZON on June 24, 2024 to June 28, 2024;

WHEREAS, RFQs were sent to at least three (3) prospective suppliers namely:

1. First Sta. Rosa Hotel Corp. (El Cielito Hotel);
2. Monte Vista Hotsprings & Conference Resort (Alprops Management and Realty Inc.); and
3. Paseo Premiere Hotel.

WHEREAS, one (1) supplier submitted its proposal; the **FIRST STA. ROSA HOTEL CORPORATION (EL CIELITO HOTEL-STA. ROSA)** proposed in the amount of **SEVEN HUNDRED FORTY-FOUR THOUSAND PESOS ONLY (PhP744,000.00)**. Thus, the **Hotel Company** is declared as the lone bidder



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 the proposal, **FIRST STA. ROSA HOTEL CORPORATION (EL CIELITO HOTEL-STA. ROSA)** complied with the requirements and declared as the Single Calculated and Responsive Quotation (SCRQ);

WHEREAS, the Entity invited Bids for the Procurement of food and hotel accommodation of the participants in the **"EDUCATION BOOTCAMP SERIES"** on July 22 to 24, 2024 and has accepted a Bid by the **Hotel Company** for food and hotel accommodation in the sum of **SEVEN HUNDRED FORTY-FOUR THOUSAND PESOS ONLY (PhP744,000.00)**. (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 July 22 to 24, 2024 to the 124 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; and
3. Do such other acts which are necessary in the performance of the above functions as well as those obligations arising from this contract.
4. Other shall be provided with personnel to:
 - 4.1 maintain cleanliness in the function hall, restrooms, sleeping quarters, hallway, pantry, and dining area;
 - 4.2 provide a backdrop for the activity; and tarpaulin display at the Project Site, not to exceed 3"x4"; optional for Projects not exceeding 5 days (COA Circ. 2013-004)
 - 4.3 respond to safety and security requirements of the government;
 - 4.4 appropriate and sufficient parking area for VIPs and guests; and
 - 4.5 24-hour security, front-desk and housekeeping services

Section 2

Responsibilities of the Client

The **Client** shall:

1. Pay the **Hotel Company** the guaranteed number of participants
2. Charged or billed the total amount of **SEVEN HUNDRED FORTY-FOUR THOUSAND PESOS ONLY (PhP744,000.00)** for the whole duration of the event;
3. Exercise strict discipline, close supervision and exclusive control and administration over its participants 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 **Hotel Company** hereby understands that the focal person must be the one responsible for the immediate processing of payments.

Section 4
Specification of the Services

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

- a. The meals shall be:**
- a.1** Complete meal (breakfast, AM snacks, lunch, PM snacks and dinner) to the **124** participants of the Client;
 - a.2** First meal is **breakfast** of August 14, 2024 and last meal is **PM snacks** of August 16, 2024;
 - a.3** Served by any type of buffet with stand-by waiters during breakfast, lunch and dinner;
 - a.4** with unlimited coffee, purified drinking water, tea or chocolate drink and candies, with assistance of stand-by waiters
- b. The Lodging shall be:**
- b.1** at least single/double sharing rooms with single beds only;
 - b.2** no mattress on the floor;
 - b.3** with 24-hour hot and cold shower and clean beddings, rooms and restroom
- c. The Function Hall and Facilities shall be:**
- c.1** well-lighted and well ventilated;
 - c.2** with sufficient space to accommodate at least 124 participants in a conference set-up;
 - c.3** with available audio-visual equipment with stand-by personnel to assist in the operation of:
 - c.3.1** Five LCD projectors and screen;
 - c.3.2** at least five whiteboard with marker/s and erasers
 - c.3.3** five serviceable and wireless microphones, one microphone stand; complete set of sound system and; 10 extension cords for laptops
 - c.4** with fast and reliable internet connection (at least 50mbps);
 - c.5** with at least three tables for the secretariat (registration)
 - c.6** without pillars in the middle of the function room.

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 22 2024 at MAKATI 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 F. ABADIANO
General Manager

SIGNED IN THE PRESENCE OF:


VIERNALYN M. NAMA
OIC-Chief, CLMD
DepEd Region IV-A CALABARZON

Republic of the Philippines
MAKATI CITY S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of MAKATI CITY, this JUL 22 2024, personally appeared:

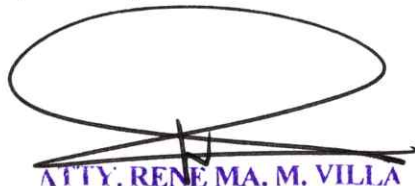
Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	<u>DepEd Office ID No. 4529876</u>	_____
<u>Grace P. Abadiano</u>	<u>SSS# 041131528-7</u>	_____

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 five 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. 355;
Page No. 72;
Book No. 2XXXU
Series of 2024.
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ATTY. RENE MA. M. VILLA
Notary Public of Makati City
Appointment No. M-111
Until December 31, 2024
PTR No. MKT 10073904; 01-02-2024; Makati City
IBP Lifetime No. 013595; 12-27-2013; I.C.
Roll No. 37226
CLE Compliance No. VI-0024195; 02-15-2024
Ground Floor, Makati Terraces Condominium
650 Davila St., Brgy. Tejeros, Makati City 120