



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



Legal-CO01-2024-425

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-

THE FIRST VILLA CRISTINA HOTEL & RESORT INC., a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal address at Taktak Road, Purok Sampaguita, Brgy. Sta. Cruz, Antipolo City, represented herein by its Sales Officer, **CATLEYA NANA O**, 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 **"TRAINING FOR PSYCHOLOGICAL FIRST AID RESPONDER"** on **October 1 to 3, 2024; October 8 to 10, 2024; October 15 to 17, 2024, October 22 to 24, 2024, and October 28 to 30, 2024**.

WHEREAS, the Approved Budget for the Contract (ABC) is **THREE MILLION EIGHT HUNDRED FORTY THOUSAND PESOS ONLY (PhP3,840,000.00)**;

WHEREAS, the 2016 Revised IRR of RA 9184, particularly Section 10, Rule IV thereof, states that all procurements shall be done through Competitive Bidding;

WHEREAS, Section 12.1 (j) Rule V of the 2016 Revised IRR of RA 9184 states that, the Bids and Awards Committee (BAC) shall recommend to the Head of the Procuring Entity (HOPE) the use of Alternative Methods of Procurement as provided in Rule XVI thereof;

WHEREAS, Section 53, rule XVI of the 2016 Revised IRR 9184 states that for purposes of economy and efficiency, the agency concerned may adopt Alternative Methods of Procurement such as Negotiated Procurement;

WHEREAS, Section 53.10, Rule XVI of the 2016 Revised IRR 9184 provides for Negotiated Procurement under the Lease of Real Property and Venue for official use, subject to Annex "H" of the 2016 IRR;

WHEREAS, pursuant to the specific guidelines for the Alternative Methods of Procurement, Item V-D 9(b)(i) of Annex "H" in the 2016 Revised IRR of RA No. 9184, states that:



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

“i. Publicly-owned vis-à-vis privately-owned real property and venue.

It is preferred that government agencies lease publicly-owned real property or venue from other government agencies.

If there is an available publicly-owned real property or venue that complies with the requirements of the Procuring Entity, it may enter into a contract of lease with the government-agency owner.

In the event that the Procuring Entity would resort to privately-owned real property or venue, the End-user unit shall justify that the same is more efficient and economical to the government.”

WHEREAS, no other government facilities can accommodate said activity that complies with the specification of the End-User;

WHEREAS, the end-user decided to cater the services of the privately-owned venue that complies with their requirements;

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 resort 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 BAC through its Secretariat, initiated the procurement activity by requesting for quotation to six (6) prospective suppliers as follows: (1) Femar Realty and Development Corporation (Boso-Boso Highlands Resort and Hotel); (2) Paseo Premiere Hotel; (3) Techno Park Hotel; (4) Cloud9 Hotel; (5) Cristina Villas Mountain Resort & Hotel Inc.; and (6) Bakasyunan Resort and Conference Center;

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
The First Villa Cristina Hotel & Resort Inc.	PhP3,840,000.00
Femar Realty and Development Corporation (Boso-Boso Highlands Resort and Hotel)	PhP3,840,000.00

WHEREAS, on September 23, 2024, the end-user conducted an ocular inspection at the **FIRST VILLA CRISTINA HOTEL & RESORT INC.** and **FEMAR REALTY AND DEVELOPMENT CORPORATION (BOSO-BOSO HIGHLANDS RESORT AND 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, **FIRST VILLA CRISTINA HOTEL & RESORT INC.** rated with the score of **89.05** and **FEMAR REALTY AND DEVELOPMENT CORPORATION (BOSO-BOSO HIGHLANDS RESORT AND HOTEL)** rated with the score of **84.05**;

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, **FEMAR REALTY AND DEVELOPMENT CORPORATION (BOSO-BOSO HIGHLANDS RESORT AND HOTEL)** appears non-compliant for failure to pass 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 VILLA CRISTINA HOTEL & RESORT INC.** complied with the requirements and is hereby declared as the Lowest Calculated and Responsive Quotation (SCRQ);

WHEREAS, the Client invited Quotation for the Procurement of Lease of Venue with food and accommodation of the participants, in the “**TRAINING FOR PSYCHOLOGICAL FIRST AID RESPONDER**” on **October 1 to 3, 2024; October 8 to 10, 2024; October 15 to 17, 2024, October 22 to 24, 2024, and October 28 to 30, 2024** and has accepted a Quotation of the **Hotel Company** for the Lease of Venue with food and accommodation in the sum of **THREE MILLION EIGHT HUNDRED FORTY THOUSAND PESOS ONLY (Php3,840,000.00)**. (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 October 1 to 3, 2024; October 8 to 10, 2024; October 15 to 17, 2024, October 22 to 24, 2024, and October 28 to 30, 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 **THREE MILLION EIGHT HUNDRED FORTY THOUSAND PESOS ONLY (Php3,840,000.00)** 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.

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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
Cluster 1	October 1-3, 2024	Breakfast AM snack Lunch Dinner	132
Cluster 2	October 28-30, 2024	Breakfast AM snack Lunch Dinner	132
Cluster 3	October 8-10, 2024	Breakfast AM snack Lunch Dinner	132
Cluster 4	October 15-17, 2024	Breakfast AM snack Lunch Dinner	132
Cluster 5	October 22-24, 2024	Breakfast AM snack Lunch Dinner	112

- 1.2 First meal is **breakfast** of October 1, 8, 15, 22 and 28, 2024, and Last meal is **PM snack** of October 3, 10, 17, 24 and 30, 2024;
- 1.3 Manage buffet with stand-by waiters during breakfast, lunch and dinner;
- 1.4 Unlimited coffee, purified drinking water, tea or chocolate drink and candies
- 1.5 with assistance of stand-by waiters

3. The Function Hall and Facilities shall be:

- 3.1** well-lighted and well ventilated;
- 3.2** with sufficient space to accommodate at least 120 pax, with sound system, 2 projectors screens, 3 available microphones, and no obstruction such as columns and others infrastructure alike;
- 3.3** with available audio-visual equipment with stand-by personnel to assist in the operation of:
- 3.3.1** at least one (1) LCD projector and wide screen;
- 3.3.2** Three (3) serviceable and wireless microphones, microphone stand, 10 extension cords and complete set of sound system;
- 3.3.3** Podium/lectern
- 3.3.4** Two (2) whiteboards and marker/s and erasers
- 3.3.5 Two (2) breakout session for 60 pax each, with sound system, projector screen and two (2) microphones**

- 3.4** with fast and reliable internet connection in all areas of the venue;
- 3.5** with at least one (1) table for the secretariat (registration Area);
- 3.6** without pillars in the middle of the function room;

2. The Room Accommodation shall be:

- 3.1 At least 2 single bed sharing rooms for the participants (no bed sharing or single bed only);
- 3.2 No bed mattress on the floor;
- 3.3 24-hours hot and cold shower, clean beddings, rooms and restrooms;

3. 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 with sufficient parking area for VIP and other guests;
- 4.3 respond to safety and security requirements of the government, 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**

**The First Villa Cristina
 Hotel & Resort Inc.**


ATTY. ALBERTO T. ESCOBARTE, CESO II
 Regional Director


CATLEYA NANA O
 Sales Officer

SIGNED IN THE PRESENCE OF:



EDUARDA M. ZAPANTA
 Chief Education Supervisor, ESSD
 DepEd Region IV-A CALABARZON



REPUBLIC OF THE PHILIPPINES)

ANTIPOLLO CITY)
SS.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of ANTIPOLLO CITY, this SEP 30 2024 personally appeared:

Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	DepEd Office ID No. 4529876	_____
<u>Catleya Nanao</u>	SS no. 0033-7797908-1	_____

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. 3490;
Page No. 12;
Book No. 1234;
Series of 2024.

MARCELINO M. MELLANO
NOTARY PUBLIC
 ANTIPOLLO, TAYTAY & CAINTA
 UNTIL DEC. 31, 2024, ATTY'S ROLL NO. 34595
 APPOINTMENT NO. 23-04, RTC OF ANTIPOLLO CITY
 PTR. NO. 9127925/1-2-2024
 IBP NO. 00828 (LIFETIME) - RIZAL/ISSUED ON 7-5-1996
 MCLE COMPLIANCE NO. VII-0008482/REISSUED ON 10-12-2022
 UNIT 1 2ND FLOOR, STA. RITA BLDG., MEDLINE NO. 3 P. BURGOS ST.,
 BRGY. SAN JOSE, ANTIPOLLO CITY, TEL. NO. 02-8630-3969