



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



Legal-CO01-2024-421

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-

MADISON 101 INC. (MADISON 101 HOTEL + TOWER), with principal address at 1 Madison Street, cor. Aurora Blvd., Quezon City, represented herein by its Authorized Representative, **MARIA ELENA M. FLORES**, hereinafter referred to as the **HOTEL COMPANY**.

WITNESSETH

WHEREAS, the **CLIENT** needs the services of a contractor who will provide food and hotel accommodation to the participants in the **“TRAINING WORKSHOP ON SYNCHRONIZED GAD PLANNING AND BUDGETING CUM PREPARATION OF GAD ACCOMPLISHMENT”** on **October 2 to 4, 2024**.

WHEREAS, the Approved Budget for the Contract (ABC) is **THREE HUNDRED SIXTY THOUSAND PESOS ONLY (PhP360,000.00)**;

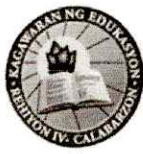
WHEREAS, Section 53.9 of the 2016 Revised Implementing Rules and Regulations (R-IRR) of Republic Act 9184, otherwise known as the “Government Procurement Reform Act of 2003”, allows an agency to resort to Small Value Procurement as alternative method of procurement where the amount involved does not 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 September 6, 2024, at the website of DepEd Region IV-A CALABARZON, and conspicuous bulletin board in the premises of DepEd Region IV-A CALABARZON on September 5, 2024 to September 10, 2024;

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

1. Tagaytay Automart Inc. (Tagaytay Country Hotel);
2. Madison 101 Inc. (Madison 101 Hotel + Tower); and
3. Sunrise Ridge Corporation (Soleste Suites).

WHEREAS, three (3) suppliers submitted their respective proposals before the deadline for the submission of quotations, offering the following financial quotations, as read:



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

NAME OF BIDDER	AMOUNT OF BID	REMARKS
Great Eastern Hotel, Inc.	PhP333,000.00	Non-Complying
Madison 101 Inc. (Madison 101 Hotel + Tower)	PhP341,100.00	Complying
Tagaytay Automart (Tagaytay Country Hotel)	PhP351,000.00	Complying

WHEREAS, on September 13, 2024, the end-user conducted an ocular inspection at **GREAT EASTERN HOTEL INC.**, rated the venue in accordance with the technical specification issued by this office and based on the result of the ocular inspection reflected on the report, **GREAT EASTERN HOTEL INC.**, appears non-compliant for failure to comply with the specification as follows:

- a. Internet connection in the function halls and rooms is poor or weak. It ranges from 17.6 to 18.0 mbps only which is below the set internet speed of at least 40 mbps. There is a need for a strong connection since most of the outputs are to be accomplished and submitted online. Please see the attached screenshot of the speed test;
- b. The function rooms/halls are not well-lit.

WHEREAS, on September 16, 2024, the end-user conducted an ocular inspection at **MADISON 101 INC. (MADISON 101 HOTEL + TOWER)**, rated the venue in accordance with the technical specification issued by this office;

WHEREAS, upon evaluation or careful examination of the technical specification submitted by **MADISON 101 INC. (MADISON 101 HOTEL + TOWER)**, the BAC found that it was compliant with the proposed amount of **THREE HUNDRED FORTY-ONE THOUSAND ONE HUNDRED PESOS ONLY (PhP341,100.00)**;

WHEREAS, after review and deliberation on the proposal, **MADISON 101 INC. (MADISON 101 HOTEL + TOWER)**, complied with the requirements and declared as the Lowest Calculated and Responsive Quotation (LCRQ);

WHEREAS, the Client invited bids for the Procurement for the hotel accommodation of the participants in the **“TRAINING WORKSHOP ON SYNCHRONIZED GAD PLANNING AND BUDGETING CUM PREPARATION OF GAD ACCOMPLISHMENT”** on October 2 to 4, 2024 and has accepted the bid/quotation of the Hotel Company for food and hotel accommodation in the sum of **THREE HUNDRED FORTY-ONE THOUSAND ONE HUNDRED PESOS ONLY (PhP341,100.00)**. (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 2 to 4, 2024 to the 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. Agrees that it shall be charged or billed the total amount of **THREE HUNDRED FORTY-ONE THOUSAND ONE HUNDRED PESOS ONLY (Php341,100.00)** 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 **Hotel Company** 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. The meals shall be:**
 - a.1** Complete meal (breakfast, AM snacks, lunch, PM snacks and dinner) to the **60** participants of the Client;
 - a.2** First meal is **breakfast** of October 2, 2024 and last meal is **PM snacks** of October 4, 2024;
 - a.3** Manage buffet with stand-by waiters during breakfast, lunch and dinner;
 - a.4** Unlimited coffee, purified drinking water, tea or chocolate drink and candies;
 - a.5** with assistance of stand-by waiters
- b. The Lodging shall be:**
 - b.1** Twin to triple sharing rooms (single beds only);
 - b.2** No mattress on the floor;
 - b.3** 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 60 participants;
 - c.3** with available audio-visual equipment with stand-by personnel to assist in the operation of:
 - c.3.1** One (1) DLP projector and wide screen;
 - c.3.2** two (2) serviceable and wireless microphones, microphone stand, complete set of sound system;
 - c.3.3** Podium/lectern
 - c.3.4** One (1) whiteboard
 - c.4** with fast and reliable internet connection in all areas of the venue (at least 50 mbps);
 - c.5** Group workshop tables;
 - c.6** without pillars in the middle of the function room.

d. Other shall be provided with personnel to:

- d.1** maintain cleanliness in the function hall, restrooms, sleeping quarters, hallway, pantry, and dining area;
- d.2** assist participants and guest with special conditions, breastfeeding moms, PWDs, and other emergency situation;
- d.3** respond to safety and security requirements of the government.
- d.4** accessible means of transportation for the RO and SDO participants (within Tagaytay or Quezon City area)

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 OCT 01 2024 at QUEZON CITY, Philippines.


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

**Madison 101 Inc.
(Madison 101 Hotel + Tower)**


ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director


MARIA ELENA M. FLORES
Authorize Representative

SIGNED IN THE PRESENCE OF:


JISELA N. ULPINA
OIC-Chief, HRDD

Republic of the Philippines
_____ QUEZON CITY S.S.

ACKNOWLEDGMENT


BEFORE ME, a Notary Public for and in the City of QUEZON CITY, this OCT 01 2024, personally appeared:

Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	<u>DepEd Office ID No. 4529876</u>	_____
<u>Bernaliza B. Santos</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.


ATTY. ROSALINDA ADRIANO-MONTENEGRO
NOTARY PUBLIC
My Commission expire on Dec. 31, 2025
Admin. Matter No. NP-067(2024-2025)
PTR No. 555358 01/03/2024-Q.C.
IBP OR No. 397268 01/05/2024-Q.C.
ROLL No. 68465
MCLF Compliance No. VII-0021672 Valid Until April 14, 2025

Doc. No. 483;
Page No. 91;
Book No. L;
Series of 2024.