



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



Legal-CO01-2024-457

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-

MANILA GRAND OPERA HOTEL INC., a domestic corporation duly registered under the Philippine laws, with principal address at No. 925 Doroteo Jose St., Cor. Rizal Avenue, Brgy. 314, Zone 31, Santa Cruz, Manila, represented herein by its Marketing Manager, **JELYNE NIÑA R. BERGADO**, hereinafter referred to as the **HOTEL COMPANY**.

W I T N E S S E T H

WHEREAS, the **CLIENT** needs the services of a hotel company who will provide food and hotel accommodation to the participants in the **“FINALIZATION WORKSHOP FOR THE LOCALIZED REFERRAL SYSTEM ON MENTAL HEALTH PSYCHOSOCIAL SUPPORT (MHPSS) INTERVENTIONS AND ADOLESCENT REPRODUCTIVE HEALTH”** on **November 13 to 15, 2024** to be conducted by the Client.

WHEREAS, the Approved Budget for the Contract (ABC) is **Php362,000.00**;

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 October 8, 2024, at the website of DepEd Region IV-A CALABARZON, and conspicuous bulletin board in the premises of DepEd Region IV-A CALABARZON on October 7 to 11, 2024;

WHEREAS, RFQs were sent to six prospective suppliers namely:

1. Red Hotel;
2. Jade Hotel and Suites Corporation;
3. Madison 101 Inc.;
4. Ramada by Wyndham Manila Central;
5. Berjaya Makati Hotel Philippines; and
6. Sequoia Manila Bay.



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, two (2) suppliers submitted their respective proposals before the deadline for the submission of quotations, offering the following financial quotations, as read:

NAME OF BIDDER	AMOUNT OF BID	REMARKS
Oracle Hotel and Residence Corp.	PhP273,000.00	Non-complying
Manila Grand Opera Hotel, Inc.	PhP352,950.00	Complying

WHEREAS, upon evaluation or careful examination of the technical specification submitted by **MANILA GRAND OPERA HOTEL INC.**, the BAC found that it was compliant with the proposed amount of **PhP352,950.00**;

WHEREAS, after review and deliberation on the proposal, **MANILA GRAND OPERA HOTEL INC.** complied with the requirements and declared as the Single Calculated and Responsive Quotation (SCRQ);

WHEREAS, the Client invited bids for the Procurement for the hotel accommodation of the participants in the **"FINALIZATION WORKSHOP FOR THE LOCALIZED REFERRAL SYSTEM ON MENTAL HEALTH PSYCHOSOCIAL SUPPORT (MHPSS) INTERVENTIONS AND ADOLESCENT REPRODUCTIVE HEALTH"** on November 13 to 15, 2024 and has accepted the bid/quotation of the Hotel Company for food and hotel accommodation in the sum of **PhP352,950.00**. (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 November 13 to 15, 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.
3. Provided with personnel to:
 - 3.1 maintain cleanliness in the function hall, restrooms, sleeping quarters, hallway, pantry, and dining area;
 - 3.2 respond to safety and security requirements of the government;
 - 3.3 appropriate and sufficient parking area for VIPs and guests; and
 - 3.6 24-hour security, front-desk and housekeeping services
4. Do such other acts which are necessary in the performance of the above functions as well as those obligations arising from this contract.

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 **Php352,950.00** 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 **18** participants on November 13 and 15, 2024 and to the **145** participants on November 14, 2024;
- a.2** First meal is **breakfast** of November 13, 2024 and last meal is **PM snacks** of November 15, 2024;
- a.3** Served by manage 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 2 single bed sharing rooms with single bed 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 145 participants;
- c.3** with available audio-visual equipment with stand-by personnel to assist in the operation of:
 - c.3.1** **3** LCD projector with HDMI cord wide screens or combination of LCD Projector with HDMI cords, for the synchronous presentation of slides;
 - c.3.2** **3** serviceable and wireless microphones, **1** microphone stand, **6** extension cords and complete set of sound system;
 - c.3.3** Podium/lectern
 - c.3.4** **1** whiteboard with marker/s and erasers

- c.4 with fast and reliable internet connection in all areas of the venue;
- c.5 with at least **1** table for the secretariat (registration)
- c.6 printed Tarpaulin 6x8 (the tarpaulin layout will be provided)
- c.7 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
Settlement of Dispute

If any dispute of difference of any kind whatsoever shall arise between the parties in connection with the implementation of this contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Any and all dispute arising from the implementation of a contract shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004." By mutual agreement, the parties 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 11 NOV 2024 at Quezon City, Philippines.

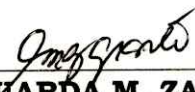
**Department of Education
Region IV-A CALABARZON**

Manila Grand Opera Hotel Inc.


ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director


JELYNE NIÑA R. BERGADO
Marketing Manager

SIGNED IN THE PRESENCE OF:


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


Katherine Montal

Republic of the Philippines
Quezon City S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Quezon City, this 11 NOV 2024, personally appeared:


Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	<u>DepEd Office ID No. 4529876</u>	_____
<u>Jelyne Niña R. Bergado</u>	<u>SSS No. 33-8961891-6</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. 52;
Page No. 19;
Book No. XI;
Series of 2024.


ATTY. RUBEN M. AZAÑES, JR.
NOTARY PUBLIC
UNTIL DECEMBER 31, 2024
PTR NO. 0594980, QUEZON CITY
IBP NO. 132791-QUEZON CITY CHAPTER
ROLL OF ATTORNEY'S NO. 46427
ADMIN MATTER NO. 004
MCLE VI. 1030367-2-19-2020
TIN: 123-85-000
UNIVERSITY OF THE PHILIPPINES - MEG, EDU, Q.C.