



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



Legal-CO01-2024-470

## 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)**, a 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 participants in the "**REGIONAL TRAINING ON BROADCAST AND DIGITAL CAMPUS JOURNALISM**" on **December 3 to 5, 2024** to be conducted by the **client**.

**WHEREAS**, the Approved Budget for the Contract (ABC) is **THREE HUNDRED SIX THOUSAND PESOS ONLY (Php306,000.00)**;

**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 17, 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 16 to 21, 2024;

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

1. First Sta. Rosa Hotel Corp. (El Cielito Hotel);
2. Techno Park Hotel; and
3. Paseo Premiere Hotel.

**WHEREAS**, only one (1) supplier submitted its proposal; the **FIRST STA. ROSA HOTEL CORPORATION (EL CIELITO HOTEL-STA. ROSA)** proposed in the amount of **THREE HUNDRED TWO THOUSAND NINE HUNDRED FORTY PESOS ONLY (Php302,940.00)**. 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 of 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 **Client** invited Bids for the Procurement of food and hotel accommodation of the participants in the **"REGIONAL TRAINING ON BROADCAST AND DIGITAL CAMPUS JOURNALISM"** on December 3 to 5, 2024 and has accepted the bid/quotation of the **Hotel Company** for food and hotel accommodation in the sum of **THREE HUNDRED TWO THOUSAND NINE HUNDRED FORTY PESOS ONLY (PhP302,940.00)**. (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 Documents deemed part

All documents submitted by Hotel Company and all the documents released and issued by the Client and its Bids and Awards Committee and Technical Working Group such as but not limited to:

- a) BAC Resolution;
- b) Abstract of Quotation;
- c) Certifications of Posting
- d) Request for Quotation;
- e) Technical Specifications;
- f) All other documents already submitted by the Hotel Company and to be required to be submitted after the perfection of this contract.

shall form part of this contract.

### Section 2 Responsibilities of the Hotel Company

The **Hotel Company** shall:

1. Provide food and hotel accommodation on December 3 to 5, 2024 to the 51 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

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## 4.5 24-hour security, front-desk and housekeeping services

Section 3  
**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 **THREE HUNDRED TWO THOUSAND NINE HUNDRED FORTY PESOS ONLY (Php302,940.00)** 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 4  
**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 5  
**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 **51** participants of the Client;
- a.2** First meal is **breakfast** of December 3, 2024 and last meal is **PM snacks** of December 5, 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 **3** single/double sharing rooms with single beds only;
- b.2** at least **16** triple sharing rooms for participants
- b.3** no mattress on the floor;
- b.4** 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 **60** participants in a conference/training set-up; and **two (2) breakout sessions**
- c.3** with available audio-visual equipment with stand-by personnel to assist in the operation of:
  - c.3.1 three (3)** LCD projectors and screen;
  - c.3.2 two (2)** whiteboard with marker/s and erasers
  - c.3.3 three (3)** serviceable and wireless microphones,

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complete set of sound system: and  
**15 extension** cords for laptops

**c.3.4** Podium/lectern, etc.

**c.4** with fast, reliable and unlimited internet connection;

**c.5** with at least **two (2)** tables for the secretariat  
 (registration area)

**c.6** without pillars in the middle of the function room.

#### Section 6

#### **Use of Hotel Parking Space**

The **Hotel Company** shall allow the use of its parking space to the participants free of charge.

#### Section 7

#### **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 8

#### **Settlement of Dispute**

If any dispute or 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 9

#### **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 10

#### **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.

**DEC 02 2024** **IN WITNESS WHEREOF**, the parties have hereunto set their hands, this day of **MAKATI CITY** 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 P. ABADIANO**  
General Manager

**SIGNED IN THE PRESENCE OF:**

**VIERNALYN M. NAMA**  
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 **DEC 02 2024**, personally appeared:

Name	Identification No.	Expiration Date
<b>Atty. Alberto T. Escobarte</b>	<u>DepEd Office ID No. 4529876</u>	_____
<b>Grace P. Abadiano</b>	_____	_____

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. **334**;  
Page No. **88**;  
Book No. **CV**;  
Series of 2024.  
*Jan*

**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  
MCLE Compliance No. VI-0024195; 02-15-2022  
Ground Floor, Makati Terraces Condominium  
3650 Davila St., Brgy. Tejeros, Makati City 1204