



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



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-

GRAND MONACO PREMIER HOTEL INC., a domestic corporation duly registered under the Philippine laws, with principal address at Ortigas Ave. Ext., Brgy. Dolores, Taytay, Rizal, represented herein by its Sales Manager, **JOHN VINCENT MOICO**, hereinafter referred to as the **HOTEL COMPANY**.

WITNESSETH

WHEREAS, the **CLIENT** has undertaken the procurement of **FOOD AND ACCOMODATION** for the **EDUCATION BOOTCAMP SERIES** on **MAY 13-15, 2025** to be conducted by the Client.

WHEREAS, the Approved Budget for the Contract (ABC) is **THREE HUNDRED NINETY-SIX THOUSAND PESOS (Php396,000.00)**;

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 April 26, 2025, at the website of DepEd Region IV-A CALABARZON, and conspicuous bulletin board in the premises of DepEd Region IV-A CALABARZON on April 25, 2025 to April 29, 2025 at 9:00am;

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

1. Grand Monaco Premier Hotel;
2. First Pacific Leadership Academy
3. The First Villa Cristina Hotel & resort Inc.; and
4. Momarco Forest Cove resort and Hotel (Momarco Forest Cove);

WHEREAS, two (2) 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@depd.gov.ph
Website: depedcalabarzon.ph



Certificate No. PHP QMS
22 93 0085

NAME OF BIDDER	AMOUNT OF BID	REMARKS
GRAND MONACO PREMIER HOTEL INC.	Php395,010.00	Complying
MYDIVE TRAVEL AND TOURS INC.	Php389,400.00	Non-Complying in the specification

WHEREAS, upon evaluation or careful examination of the technical specification submitted by **GRAND MONACO PREMIER HOTEL INC.**, the BAC found that it was compliant with the proposed amount of **THREE HUNDRED NINETY-FIVE THOUSAND TEN PESOS (Php395,010.00)**;

WHEREAS, after review and deliberation on the proposals, **GRAND MONACO PREMIER HOTEL INC.** complied with the requirements and is hereby declared as the Single Calculated and Responsive Quotation (SCRQ);

WHEREAS, the Client invited bids for the Procurement for the food and accommodation of the participants in the **“EDUCATION BOOTCAMP SERIES”** on May 13-15, 2025 has accepted the bid/quotation of the Hotel Company for food and accommodation in the sum of **THREE HUNDRED NINETY-FIVE THOUSAND TEN PESOS (Php395,010.00)**. (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) Request for Quotation;
- d) Technical Specifications;
- e) All other documents already submitted by the Hotel Company and to be required to be submitted after the contract 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 May 13-15, 2025 to the participants, of the **Client**. The details and/or specifications of these services are provided under Section 5 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;
- 3. Provide:
 - 3.1 a personnel to maintain cleanliness in the function hall, restrooms, sleeping quarters, hallway, pantry, and dining area;

- 3.2 a sufficient parking area for VIP and other guests;
 - 3.3 a personnel to respond to safety and security requirements of the government, 24-hour security, front desk and housekeeping services
 - 3.4 assist participants and guest with special conditions, breastfeeding moms, PWDs, and other emergency situation
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 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 NINETY-FIVE THOUSAND TEN PESOS (Php395,010.00)** 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:

1. The Meals shall be:

- 1.1 Complete meal (breakfast, AM snacks, lunch, PM snacks and dinner) to the 66 participants of the Client;
- 1.2 First meal is **breakfast** of May 13, 2025 and last meal is **PM snacks** of May 15, 2025;
- 1.3 Served by any type of buffet with stand-by waiters during breakfast, lunch and dinner;
- 1.4 With unlimited coffee, purified drinking water, tea or chocolate drink and candies, with assistance of stand-by waiters;

2. The Function Hall and Facilities shall be:

- 2.1 well-lighted and well ventilated;
- 2.2 with two (2) function room and two (2) breakout rooms;
- 2.3 with available audio-visual equipment with stand-by personnel to assist in the operation of:
 - 2.3.1 at least three (3) LCD projectors and wide screens;
 - 2.3.2 at least four (4) whiteboards with marker/s and erasers;

- 2.3.3 complete set sound system and provision of at least fifteen (15) extension cords for laptops;
- 2.3.4 three (3) serviceable and wireless microphones, microphone stand;
- 2.3.5 Podium/lectern
- 2.4 Unlimited access to internet / Wi-Fi in all areas of the venue;
- 2.5 At least 2 tables for the Secretariat (Registration Area);
- 2.5 No pillars in the middle of the function room.

3. The Lodging shall be:

- b.1 at least eight (8) single bed sharing room for participants (no bed sharing);
- b.2 at least twenty (20) triple sharing room for participants
- b.2 No bed mattress on the floor;
- b.3 with 24-hour hot and cold shower and clean beddings, rooms and restroom;

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;

