

**CONTRACT OF SERVICE  
(Provision of hotel/ venue/ accommodation)**

**KNOWN ALL MEN BY THESE PRESENTS:**

This Contract of Service, made and entered into by and between:

The **OFFICE OF CIVIL DEFENSE**, a government agency with principal office and postal address at Camp General Emilio Aguinaldo, Quezon City herein represented by its Administrator, **USEC RICARDO B. JALAD**, of legal age, Filipino, hereinafter known as the **OCD**;

-and-


**HOTEL 101 MANILA** with office and postal address at Edsa Extension, MOA Complex Pasay City and herein represented by its Authorized Representative, **ERICKA JOY D. CALAMBA**, of legal age, hereinafter known as the **“SERVICE PROVIDER”**;


**RECITALS**

**WHEREAS**, the **OCD** invited bids/quotations for the procurement project **“Provision of Accommodation for the Philippine National Police Medical Reserve Force (PNP MRF) Personnel designated for COVID 19 Mega Testing Site at MOA Arena”** and has accepted a bid by **HOTEL 101 MANILA** for the supply of those goods and services in the sum of **Five Million Four Hundred Sixty Thousand Pesos (₱5,460,000.00) only**, hereinafter called the **“CONTRACT PRICE”**;

**NOW, THEREFORE**, for and in consideration of the foregoing, the parties have agreed and stipulate as follows:

1. **SERVICE PROVIDER** must comply with Seventy-Five (75) rooms or provide the OCD with the following hotel/ venue/ accommodation requirements from 16 August 2020 – 13 September 2020:
  - a) Room accommodation,
  - b) other requirements;
2. **SERVICE PROVIDER** shall comply with all the technical specifications and requirements indicated in Annexes A and B of the duly accomplished, signed and submitted Request for Quotation (RFQ) No. OCDA-GSD-0820-071 for the OCD requirements which forms part of this Contract;
3. Room accommodation for all check-in guests, complimentary potable water in the room and coffee or tea replenished daily;
4. Availability of a function room and audio-visual equipment consisting of projectors, projector screen, and a public address system for the duration of the activities;
5. Meals must be flexible to the dietary requirements and restrictions of the guests with selection of sustainable menu options;

  
**PHILIP O. OLIMPIADA**  
WITNESS

  
**ERICKA JOY D. CALAMBA**  
Authorized Representative, Hotel 101 Manila

  
**BERNARDO RAFAEL R. ALEJANDRO IV**  
Director, Administrative and Financial Management Service

  
**RICARDO B. JALAD**  
Director, Office of Civil Defense

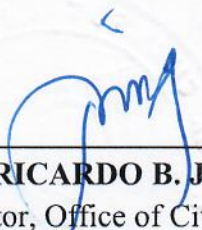
- a. **OCD** shall be charged by the **SERVICE PROVIDER** for the guaranteed number of guests or actual number whichever is higher;
7. The payment due to the **SERVICE PROVIDER** shall be paid by the **OCD** within one (1) month after the receipt of the submitted billing statement / statement of account;
8. In case of breach of this Contract by the Service Provider, a penalty of one-tenth of one percent (0.001) of the total value of the goods/services purchased shall be deducted for each day of delay in the delivery of the goods/services ordered.
9. If any dispute or difference of any kind shall occur between **OCD** and the **SERVICE PROVIDER** arising out of this contract, the parties shall make every effort to resolve amicably such dispute/difference by mutual consultation. Any and all disputes arising from the implementation of this Contract shall be resolved in accordance with R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004". In case of a court suit arising from such dispute, controversy/claims, the venue shall be the courts of competent jurisdiction in Quezon City, to the exclusion of all other courts;

**WHEREFORE**, in consideration of the foregoing premises, the parties hereto have agreed to the abovementioned terms and conditions;

**IN WITNESS WHEREOF**, the parties hereto have hereunto affixed their Signature this \_\_\_\_\_ at \_\_\_\_\_, Philippines.


**OFFICE OF CIVIL DEFENSE**

By:

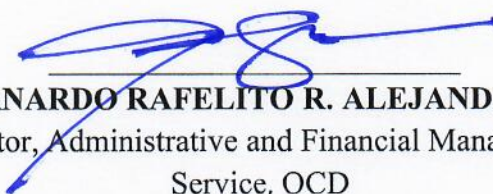
  
\_\_\_\_\_  
**USEC RICARDO B. JALAD**  
Administrator, Office of Civil Defense


**HOTEL 101 MANILA**

By:

  
\_\_\_\_\_  
**ERICKA JOY D. CALAMBA**  
Authorized Representative

**SIGNED IN THE PRESENCE OF:**

  
\_\_\_\_\_  
**BERNARDO RAFELITO R. ALEJANDRO IV**  
Director, Administrative and Financial Management  
Service, OCD

  
\_\_\_\_\_  
**PHILIP O. OLIMPIADA**  
WITNESS

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)  
CITY OF QUEZON CITY) S.S.

BEFORE ME, a Notary Public for and in Quezon City, personally appeared the following persons, presenting their respective evidence of identity, to wit:

Name	Government I.D.	Date & Place Issued
<b>USEC RICARDO B. JALAD</b>		
<b>KAI CALAMBA</b>		

and represented to me that their respective signatures on the foregoing instrument were voluntarily affixed by them for purposes stated in the instrument and who declared that they have executed the foregoing instrument as their free and voluntary act and deed.

This instrument consists of only three (3) pages, including this page in which this acknowledgement is written, duly signed by the parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND SEAL this \_\_\_\_\_ day of \_\_\_\_\_, 2020 at QUEZON CITY, Philippines.

Doc. No. : 005  
Page No. : 01  
Book No. : X1  
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ATTY. RUBEN M. MAÑES, JR.  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2020  
PTR NO. 9269843, 1-02-2020, Quezon City  
IBP No. AR 54011989 - Quezon City Chapter  
Roll of Attorney's No. 46427  
Admin Matter No. 053  
MCLE NO. VI-0030360/02-18-2020  
TIN: 140-394-386-000