



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-

RED HOTEL INC., with principal address at 627 Edsa Cubao, Quezon City, represented herein by its Authorized Sales and Representative, **CARIZA FERNANDEZ-MILO**, hereinafter referred to as the **HOTEL COMPANY**.

WITNESSETH

WHEREAS, the **CLIENT** has undertaken the procurement of **LEASE OF VENUE WITH FOOD AND ACCOMODATION** for the **"REGIONAL TRAINING OF TRAINERS (RTOT) FOR HIGHER ORDER THINKING SKILLS PROFESSIONAL LEARNING PACKAGES (HOTS-PLPs) FOR ENGLISH, SCIENCE, AND MATHEMATICS TEACHERS"** on **August 14-18, 2023**.

WHEREAS, the Approved Budget for the Contract (ABC) is **THREE MILLION ONE HUNDRED FIFTY THOUSAND PESOS ONLY (PhP3,150,000.00)**;

WHEREAS, Rule XVI, Section 48.2 of the IRR of RA 9184, otherwise known as the "Government Procurement Reform Act of 2003" provides the general rule that public bidding is the general mode of procurement. However, the same section allows procuring entities to resort to alternative methods of procurement such as Negotiated Procurement subject to the approval of the Head of Procuring Entity;

WHEREAS, Rule XVI, Section 53.10 of the IRR of RA 9184 allows Negotiated Procurement under Lease of Real Property and Venue as a mode of procurement subject to the approval of the Head of the Procuring Entity;

WHEREAS, the 2016 Revised IRR of RA 9184, particularly Section 10, rule IV thereof, states that all procurements shall be done through Competitive Bidding;

WHEREAS, Section 12.1 (j) Rule V of the 2016 Revised IRR of RA 9184 states that in proper cases, the Bids and Awards Committee (BAC) shall recommend to the Heas of the Procuring Entity (HOPE) the use of Alternative Methods of Procurement as provided in Rule XVI thereof;

WHEREAS, Section 53, rule XVI of the 2016 Revised IRR 9184 states that for purposes of economy and efficiency, the agency concerned may adopt Alternative Methods of Procurement such as Negotiated Procurement;



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Certificate No. PHP QMS
22 93 0085

WHEREAS, Section 53.10, Rule XVI of the 2016 Revised IRR 9184 states that Negotiated Procurement under the Lease of Real Property and Venue for official use, subject to Annex “H” of the 2016 IRR;

WHEREAS, pursuant to the specific guidelines for the Alternative Methods of Procurement, Item V-D 9(b)(i) of Annex “H” in the 2016 Revised IRR of RA No. 9184, states that:

“i. Publicly-owned vis-à-vis privately-owned real property and venue.

It is preferred that government agencies lease publicly-owned real property or venue from other government agencies.

If there is an available publicly-owned real property or venue that complies with the requirements of the Procuring Entity, it may enter into a contract of lease with the government-agency owner.

In the event that the Procuring Entity would resort to privately-owned real property or venue, the End-user unit shall justify that the same is more efficient and economical to the government.”

WHEREAS, the BAC with the end-user decided to cater the services of the privately-owned venue that complies with the requirements of the end-user;

WHEREAS, the BAC, through its Secretariat, initiated the procurement activity by sending the Request for Quotation (RFQ) to three (3) prospective suppliers. The three (3) prospective suppliers are as follows: (1) Red Hotel; (2) Blue Lane Hotel; and (3) Great Eastern Hotel, Inc.;

WHEREAS, the RFQ was posted in the Philippine Government Electronic Procurement System (PhilGEPS), on July 13, 2023, office website and conspicuous bulletin board in the premises of this Office starting on July 12, 2023 to July 17, 2023;

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

NAME OF BIDDER	AMOUNT OF BID
Great Eastern Hotel, Inc.	PhP2,913,750.00
Red Hotel, Inc.	PhP3,118,500.00

WHEREAS, the BAC ordered the BAC Secretariat to forward to the end-user the RFQs submitted by prospective bidders for their ocular inspection of the venue;

WHEREAS, on July 19, 2023, the end-user conducted an ocular inspection of the venues based on the submitted quotations. The report stated, wit:

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2. Based on the ocular inspection, the undersigned highly recommend RED HOTEL, INC. in Quezon City for it fully complies with the training venue requirements, to wit:

- Has spacious twin to triple sharing rooms (single beds only) with thick bath towels and blankets; comfort room is spacious with completes toiletries;*
- Has well-ventilated and well-lit six (6) breakout halls that can accommodate 55 participants per hall;*
- Has two (2) serviceable/wireless microphones and complete sound system per breakout hall, with two (2) LCD projectors and screens and with at least one (1) whiteboard per breakout hall;*
- Has group workshop tables per breakout hall (maximum of 6 pax per table);*

- Has a separate breakout room for members of the program management team; (PMT);
- Managed buffet for breakfast, lunch, and dinner (first meal to be served is breakfast on July 24, 2023, and the last meal on July 28, 2013 is lunch);
- Unlimited coffee/tea/chocolate drink and candies setup;
- Accessible means of transportation for the participants coming from provinces;
- Fast and reliable internet connection in the breakout rooms;
- Has one stand-by vehicle for health emergency purposes;
- Has up-to-date rooms, facilities, and amenities;

On the other hand, the undersigned do not recommend GREAT EASTERN HOTEL, Inc., Quezon City because of the following reasons:

- Internet access is weak or poor. There are areas or rooms with no internet access and communication signal;
- Breakout rooms are dim, not well-lit and well-ventilated;
- Rooms have musty smell and dim lights;
- Carpets diffuse unfavorable and old smell;
- Comfort rooms have unnecessary bathtubs which may cause untoward incident such as sliding to the floor when taking a bath;
- The additional bed is too small for an adult participant;
- Bed linens, blankets, and towels are too thin;
- Room accommodations are too far from the breakout halls. Participants still need to ride an elevator and walk to the next elevator to reach their rooms;
- The venue is not accessible to participants coming from provinces riding public buses.

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WHEREAS, the report containing the observations and recommendations from the end-user is attached hereto as Annex "A" is made an integral part hereof;

WHEREAS, the evaluation report during the ocular inspection to **GREAT EASTERN HOTEL, INC.** and **RED HOTEL INC.** and rated in accordance with the technical specification pursuant to Appendix "B" of Annex "H" of the Consolidated Guideline for the Alternative Methods of Procurement is attached hereto as Annex "B" is made integral parts hereof;

WHEREAS, based on the result of the evaluation reflected in the Rating Factors and Determination of Reasonableness of Rental Rate, Great Eastern Hotel, Inc. rated with the score of 74.9 and Red Hotel Inc. rated with the rating of 98.6;

WHEREAS, after review and deliberation on the proposal, **RED HOTEL INC.** complied with the requirements and is hereby declared as the Lowest Calculated and Responsive Bid (LCRB);

WHEREAS, the Entity invited Bids for the Procurement of Lease of Venue (food and accommodation) of the participants, in the **"REGIONAL TRAINING OF TRAINERS (RTotT) FOR HIGHER ORDER THINKING SKILLS PROFESSIONAL LEARNING PACKAGES (HOTS-PLPs) FOR ENGLISH, SCIENCE, AND MATHEMATICS TEACHERS"** on **August 14-18, 2023** and has accepted a Bid of **RED HOTEL INC.** for the Lease of Venue (food and accommodation) in the sum of **THREE MILLION ONE HUNDRED EIGHTEEN THOUSAND FIVE HUNDRED PESOS ONLY (PhP3,118,500.00)**. (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 August 14-18, 2023 to the Three Hundred Fifteen (315) 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. Agree that it shall be charged or billed the total amount of **THREE MILLION ONE HUNDRED EIGHTEEN THOUSAND FIVE HUNDRED PESOS ONLY (Php3,118,500.00)** 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 **Client** 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. **Food**

- First meal: Breakfast (August 14, 2023)
- Last meal: Lunch (August 18, 2023)

	August 14, 2023	August 15-17, 2023	August 18, 2023
Breakfast	315 pax	315 pax	315 pax
AM Snack (Plated Meal)	315 pax	315 pax	315 pax
Lunch (Managed Buffet)	315 pax	315 pax	315 pax
PM Snack (Plated Meal)	315 pax	315 pax	n/a
Dinner (Managed Buffet)	315 pax	315 pax	n/a

b. Inclusions and Amenities

- Room accommodation based on Twin and Triple sharing (single beds)
- Complimentary solo Room for DepEd Officials
- Free accommodation for TWG on Day 0 at least 4 rooms
- Complementary Breakfast at La Muse Restaurant
- Fast and reliable internet access (Wi-Fi) at least 50 mbps
- 1 Whiteboard per plenary Hall
- Two (2) bottles of mineral water, replenished daily
- Cable TV, in-House Movie
- In-room Electronic Safety Box and Hair Dryer
- Responsive to safety and security
- Ensure Provisions for guest with special Conditions and other Emergency Situation

c. Hotel Amenities

- 24 hour room service
- Free Bell Service
- Shuttle Service (with prior arrangements and minimal charge)
- Basement Parking

d. Hotel Facilities

- Infinity Pool
- Coffee Shop

e. Function

- Use of function room for eight (8) hours
- 6 plenary halls that can accommodate 60 pax
- Use of 1 LCD Projector with screen
- White board and flip chart and markers for each function Hall
- Mints, Pads and pencils
- Set of PA system: (1) Podium, (1) speaker/ (2) Microphones
- Free flowing coffee and tea
- Accessible transportation to MRT and other Bus
- Standard Check-in time: 2:00 PM
- Check-out time: 12:00 Noon

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 amicable 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 Warranty

The **Client** hereby warrants and attests that the signatory in this contract is duly authorized by the Board and / or its Management to sign for and its behalf.


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 **09 AUG 2023** at **QUEZON CITY**, Philippines.

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

Red Hotel, Inc.


ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director


CARIZA FERNANDEZ-MILO
Authorized Sales and Representative

SIGNED IN THE PRESENCE OF:

EDUARDA M. ZAPANTA
Chief EPS, HRDD

REPUBLIC OF THE PHILIPPINES)
_____) SS.
QUEZON CITY

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, this 09 AUG 2023, personally appeared:

Name	Identification No.	Expiration Date
Atty. Alberto T. Escobarte	DepEd Office ID No. 4529876	
Cariza Fernandez-Milo		

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 seven (7) 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. 75
Page No. 16
Book No. 167
Series of 2023.

Notary Public
ATTY. RUBEN M. ACANES, JR.
NOTARY PUBLIC
UNTIL DECEMBER 31, 2023
PTR NO. 40293250, 01/06/2023-Q.C.
IBP NO. 293181, 01/10/2023-Quezon City Chapter
Roll of Attorney's No. 45727
Admin Matter No. 025(2023-2024)
MCLE-VII-0018605-05-24-2022
TIN: 140-394-386-000
Unit 2 UGF-2 Opulent Bldg. Socorro, Quezon City