



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 **CLIENT**.

-and-

**BGISTS DEVELOPMENT CORPORATION (LUXENT HOTEL)** with principal address at 51 Timog Ave., South Triangle, Quezon City represented herein by its Sole Proprietor, **MELANIE SIY-PAGKALINAWAN**, hereinafter referred to as the **HOTEL COMPANY**.

**WITNESSETH**

**WHEREAS**, the **CLIENT** has undertaken the procurement of **Food and Venue with Stage Decoration** for the **"2023 GAWAD BITUIN AWARDING CEREMONY"** on **February 2, 2024**;

**WHEREAS**, the Approved Budget for the Contract (ABC) is **FOUR HUNDRED THOUSAND PESOS ONLY (PhP400,000.00)**;

**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 methods 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 System (PhilGEPS) on December 14, 2023, office website and conspicuous bulletin board in the premises of this Office starting December 13, 2023 to December 18, 2023;

**WHEREAS**, RFQs were sent to Four (4) prospective suppliers namely:

1. Luxent Hotel;
2. Sequoia Hotel;
3. First Pacific Leadership Academy; and
4. First Philippine Realty Corp. (Eugenio Lopez Center).

**WHEREAS**, three (3) suppliers submitted their respective proposals before the deadline for the submission of bids, offering the following financial bids, as read:



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

NAME OF BIDDER	AMOUNT OF BID	REMARKS
The Oracle Hotel and Residences Corp.	PhP337,000.00	Non-Complying
Bgists Development Corporation (Luxent Hotel)	PhP400,000.00	Complying
First Pacific Leadership Academy	PhP633,668.86	Non-Complying

**WHEREAS**, the end-user and BAC conducted an ocular inspection to **THE ORACLE HOTEL AND RESIDENCES CORP.** and **BGISTS DEVELOPMENT CORPORATION (LUXENT HOTEL)** based on the submitted quotations;

**WHEREAS**, in the evaluation report during the ocular inspection, **THE ORACLE HOTEL AND RESIDENCES CORP.** failed to comply with the specifications set by this Office, as follows:

- a. **Item 2** audio visual equipment (sounds and lights) - Not Compliant;
- b. **Item 6** big space for stage or platform - Not Compliant;
- c. **Item 13** parking area that could accommodate the service vehicles of the Regional Office Personnel – Not Compliant;

*"The hotel can only accommodate 10-15 cars in their parking area and need to park at the back of RCBC near the hotel. The function room of the hotel is not wide enough to cater the 150 pax and no big space for the stage and dance floor. The room is gloomy and no spot light. And the comfort room near the function room is under construction;"*

**WHEREAS**, in the evaluation report during the ocular inspection **BGISTS DEVELOPMENT CORPORATION (LUXENT HOTEL)** complied with the specifications set by this Office;

**WHEREAS**, after review and deliberation on proposal **BGISTS DEVELOPMENT CORPORATION (LUXENT HOTEL)**, complied with the requirements and is hereby declared as the Single Calculated and Responsive Bidder (SCRB);

**WHEREAS**, the Entity invited Bids for the Procurement for the hotel accommodation of the participants in the **"2023 GAWAD BITUIN AWARDING CEREMONY"** on February 2, 2024 and has accepted a Bid by the Hotel Company for food and hotel accommodation in the sum of **FOUR HUNDRED THOUSAND PESOS ONLY (PhP400,000.00)**. (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 venue on February 2, 2024 to the **One Hundred Fifty (150)** participants, of the **Client** and Stage Decoration;
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. Agrees that it shall be charged or billed the total amount of **FOUR HUNDRED THOUSAND PESOS ONLY (PhP400,000.00)** 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 **Hotel Company** 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. Foods/Meals**

1. Buffet style for Lunch
2. AM Snacks and PM Snacks

**b. Function Room:**

1. Ballroom with a dance floor
2. Audio visual equipment
  - Led wall
  - Podium
  - 2 microphones
  - Sounds and lights (spot light)
3. Wi-Fi connection
4. Free flowing brewed coffee, hot tea and purified drinking water

**c. Service Event Requirements**

1. Allotted space and frame where to hang the tarpaulin for photobooth
2. Stage or platform
3. Red carpet for the entrance and processional of the awardees
4. Place cards (tent card) for the functional divisions and units
5. Round tables with flower at the center

**d. Stage Decoration and Other**

1. Styling such as fresh flowers, and based on the theme
2. Bouquet of flowers and lei for the awardee

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 amicably 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  
**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 of it enforceable in accordance with its terms.

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

JAN 31 2024 at QUEZON CITY, Philippines.

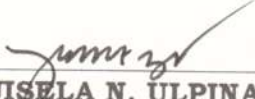
**Department of Education  
Region IV-A CALABARZON**

**BGISTS DEVELOPMENT  
CORPORATION (Luxent Hotel)**

  
**ATTY. ALBERTO T. ESCOBARTE, CESO II**  
Regional Director

  
**MELANIE SIY-PAGKALINAWAN**  
Sole Proprietor

**SIGNED IN THE PRESENCE OF:**

  
**JISELA N. ULPINA**  
OIC, Chief Education Supervisor, HRDD  
DepEd Region IV-A CALABARZON

Republic of the Philippines  
QUEZON CITY S.S.

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public for and in the City of QUEZON CITY, this JAN 31 2024, personally appeared:

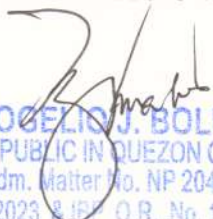
Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	DepEd Office ID No. 4529876	_____
<u>Melanie Siy-Pagkalinawan</u>	_____	_____

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 (5) 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. ...369...;  
Page No. ...74...;  
Book No. ...D...;  
Series of 2024.

  
**ATTY. ROCELINO J. BOLIVAR**  
 NOTARY PUBLIC IN QUEZON CITY  
 Commission No. Adm. Matter No. NP 204 (2023-2024)  
 IBP O.R. No. 180815 2023 & IBP O.R. No. 180816 MD 2024  
 PTR O.R. No. 4127771 D 1/03/2024 / Roll No. 33832 / TIN# 124-871-009-000  
 MCLE No. 788 FROM APRIL 15, 2023 UNTIL APRIL 14, 2028  
 Address: 31-F Harvard St. Cubao, Q.C.