



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



PU-CO01-2024-85

**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 F. De Los Santos Ave., San Martin De Porres, Quezon City, represented herein by its Account Officer, **CARIZA FERNANDEZ**, hereinafter referred to as the **HOTEL COMPANY**.

**W I T N E S S E T H**

**WHEREAS**, the **CLIENT** has undertaken the procurement of **LEASE OF VENUE WITH FOOD AND ACCOMODATION** for the **“REGIONAL TRAINING OF DIVISION TRAINERS AND SCHOOL LEADERS ON THE MATATAG CURRICULUM IMPLEMENTATION”** on **April 15-19, 2024**.

**WHEREAS**, the Approved Budget for the Contract (ABC) for **LOT III** is **TWO MILLION NINE HUNDRED TWENTY THOUSAND PESOS ONLY (PhP2,920,000.00)**;

**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;

**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 seven (7) prospective suppliers. The seven (7) prospective suppliers are as follows: (1) Red Hotel; (2) M.I. Sevilla Resort; (3) The Bayleaf Cavite; (4) Lima Park Hotel; (5) Tanza Oasis Hotel & Resort; (6) Batangas Country Club; and (7) Development Academy of the Philippines (DAP)-Tagaytay;

**WHEREAS**, the RFQ was posted in the Philippine Government Electronic Procurement System (PhilGEPS), on March 1, 2024, office website and conspicuous bulletin board in the premises of this Office starting on March 1, 2024 to March 6, 2024;

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

| LOT III | NAME OF BIDDER            | AMOUNT OF BID   |
|---------|---------------------------|-----------------|
|         | M.I. Sevilla Resort       | PhP2,772,540.00 |
|         | Great Eastern Hotel, Inc. | PhP2,772,900.00 |
|         | Red Hotel, Inc.           | PhP2,845,540.00 |

**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 March 8, 2024, the end-user together with the BAC conducted an ocular inspection at M.I. Sevilla Resort and on March 16, 2024 the end-user conducted an ocular inspection at Great Eastern Hotel Inc. and Red Hotel;

**WHEREAS**, the evaluation report during the ocular inspection to **M.I. Sevilla Resort, Great Eastern 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 “A” 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, M.I. Sevilla Resort rated with the score of 86.05; Great Eastern Hotel Inc. rated with the score of 90.1 and Red Hotel Inc. rated with the score of 97.2;

**WHEREAS**, based on the ocular inspection, the suppliers can only cater one (1) lot on the said event based on the specifications of the end-user;

**WHEREAS**, the BAC decided to award one (1) lot per supplier to accommodate the said event

**WHEREAS**, the BAC resolved to declare, as follows that:

- a. M.I. SEVILLA RESORT, as bidder with the Lowest Calculated Quotation (LCQ) for Lot I in the amount Three Million Twenty-Three Thousand One Hundred Fifteen Pesos (Php3,023,115.00); and
- b. GREAT EASTERN HOTEL INC., as the bidder with the Lowest Calculated Quotation (LCQ) for Lot II in the amount of Two Million Eight Hundred Eighty-One Thousand Nine Hundred Pesos (Php2,881,900.00).

**WHEREAS**, after review and deliberation on the quotation of the remaining bidder, Red Hotel Inc. and taking into consideration the fact that both the lowest bidders can only cater for one lot each, the BAC decided to award Lot III to Red Hotel being the responsive bidder (RB);

**WHEREAS**, the Entity invited Bids for the Procurement of Lease of Venue (food and accommodation) of the participants, in the “**REGIONAL TRAINING OF DIVISION TRAINERS AND SCHOOL LEADERS ON THE MATATAG CURRICULUM IMPLEMENTATION**” on **April 15-19, 2024** and has accepted a Bid of **RED HOTEL INC.** for the Lease of Venue (food and accommodation) in the sum of **TWO MILLION EIGHT HUNDRED FORTY-FIVE THOUSAND FIVE HUNDRED FORTY PESOS ONLY (Php2,845,540.00) for Lot III.** (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 April 15-19, 2024 to the Three Hundred Nine (292) 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 **TWO MILLION EIGHT HUNDRED FORTY-FIVE THOUSAND FIVE HUNDRED FORTY PESOS ONLY (Php2,845,540.00)** 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:

##### **1. The Meals shall be:**

- 1.1 Complete Meals (Breakfast, AM Snack, Lunch, PM Snack and Dinner for **292** participants;
- 1.2 First meal is Breakfast for April 15, 2024 and Last meal is PM Snack for April 19, 2024;
- 1.3 Buffet type with stand-by waiters for Breakfast, Lunch and Dinner;
- 1.4 Free-flowing coffee, and/or tea
- 1.5 Candies, AM and PM Snacks are with drinks

##### **2. The Function Room shall be:**

- 2.1 Conference set-up and can accommodate at least 350 participants;
- 2.2 Eight (8) breakout rooms that can accommodate 60 participants per room;
- 2.3 Well-lighted and well ventilated;
- 2.4 Availability of audio-visual equipment with stand-by assistant such as: **(1)** one (1) LCD projector with wide screens per Breakout rooms. **(2)** one (1) whiteboard with markers and erasers; **(3)** Complete set sound system, ten (10) extensions cords for laptops; **(4)** two (2) wireless microphones; **(5)** one (1) microphone stand; and **(6)** Podium/lectern
- 2.5 Strong and unlimited access to Internet/Wi-Fi in all areas of venue;
- 2.6 Fast and reliable internet connection (at least 50 mbps) per breakout room;
- 2.7 Five (5) round group workshop tables per break out rooms
- 2.8 No pillars in the middle of the function room;

##### **3. The Room Accommodation shall be:**

- 3.1 Double/Triple single sharing rooms that can accommodate 292 participants and no sharing of bed;
- 3.2 No bed mattress on the floor;
- 3.3 24-hours hot and cold shower, clean beddings, rooms and restrooms;

##### **4. The following shall be provided:**

- 4.1 Accessible means of transportation for the participants
- 4.2 Able and willing to ensure provisions for participants and guest with special conditions, breastfeeding moms, PWDs, and during emergency situations;
- 4.3 With elevators if session halls and accommodations are in the higher floor/s; and
- 4.4 Responsive to safety and security requirements of the

### 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.

**05 APR 2024** **WITNESS WHEREOF**, the parties have hereunto set their hands, this day of           **QUEZON CITY**           Philippines.

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

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

**RED HOTEL INC.**

  
**CARIZA FERNANDEZ**  
Authorized Sales Representative

SIGNED IN THE PRESENCE OF:

JISCA N. UPIÑA

REPUBLIC OF THE PHILIPPINES )  
QUEZON CITY ) SS.

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public for and in the City of QUEZON CITY, this 05 APR 2024 personally appeared:


| Name                              | Identification No.                 | Expiration Date |
|-----------------------------------|------------------------------------|-----------------|
| <u>Atty. Alberto T. Escobarte</u> | <u>DepEd Office ID No. 4529876</u> | _____           |
| <u>Cariza Fernandez</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 six (6) 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. 368  
Page No. 75  
Book No. 150  
Series of 2024.

**Notary Public**  
  
**ATTY. RUBEN V. AZANES, JR.**  
**NOTARY PUBLIC**  
 UNTIL DECEMBER 31, 2024  
 PTR NO. 5555119, QUEZON CITY  
 IBP NO. 384112, QUEZON CITY CHAPTER  
 Roll of Attorney's No. 46427  
 Admin Matter No. 025(2023-2024)  
 MCLE-VII-0018605-05-24-2022  
 TIN: 140-394-386-000  
 Bagong Lipunang Crame Q.C.