



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



Legal-CO01-2024-419

## 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-

**GREAT EASTERN HOTEL, INC.**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at 1403 Quezon Ave., West Triangle, Quezon City, and represented by its Account Officer, **MERLE DACASIN**, is hereinafter referred to as the **HOTEL COMPANY**.

### WITNESSETH

**WHEREAS**, the **CLIENT** needs the services of a contractor who will provide food and hotel accommodation to the participants in the **“SCHOOL-BASED FEEDING PROGRAM (SBFP) SUPPLIES AND PARTNERS FORUM”** on **September 27, 2024**.

**WHEREAS**, the Approved Budget for the Contract (ABC) is **ONE HUNDRED SEVENTY-FOUR THOUSAND PESOS ONLY (Php174,000.00)**;

**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 August 29, 2024, at the website of DepEd Region IV-A CALABARZON, and conspicuous bulletin board in the premises of DepEd Region IV-A CALABARZON on August 28, 2024 to September 2, 2024;

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

1. Madison 101 Hotel;
2. Red Hotel;
3. BGISTS Development Corporation (Luxent Hotel); and
4. Axiaa Hotel.



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

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

<b>NAME OF BIDDER</b>	<b>AMOUNT OF BID</b>
Great Eastern Hotel, Inc.	PhP172,550.00
Hotel Dream World (North EDSA Quezon City) (Rosemead Inn, Inc.)	Php174,000.00

**WHEREAS**, upon evaluation or careful examination of the technical specification submitted by **GREAT EASTERN HOTEL, INC.**, the BAC found that it was compliant with the proposed amount of **ONE HUNDRED SEVENTY-TWO THOUSAND FIVE HUNDRED FIFTY PESOS ONLY (PhP172,550.00)**;

**WHEREAS**, after review and deliberation on the proposal, **GREAT EASTERN HOTEL, INC.** complied with the requirements and declared as the Lowest Calculated and Responsive Quotation (LCRQ);

**WHEREAS**, the Client invited Bids for the Procurement for the hotel accommodation of the participants in the **“SCHOOL-BASED FEEDING PROGRAM (SBFP) SUPPLIES AND PARTNERS FORUM”** on September 27, 2024 and has accepted the bid/quotation of the Hotel Company for food and hotel accommodation in the sum of **ONE HUNDRED SEVENTY-TWO THOUSAND FIVE HUNDRED FIFTY PESOS ONLY (PhP172,550.00)**. (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 September 27, 2024 to the 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. Agrees that it shall be charged or billed the total amount of **ONE HUNDRED SEVENTY-TWO THOUSAND FIVE HUNDRED FIFTY PESOS ONLY (PhP172,550.00)** 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. The meals shall be:**
- a.1** Complete meal (breakfast, AM snacks, lunch, and PM snacks) to the **145** participants on September 27, 2024;
  - a.2** First meal is **breakfast** of September 27, 2024 and last meal is **PM snacks** of same date;
  - a.3** Manage buffet with stand-by waiters during breakfast, lunch and dinner;
  - a.4** Unlimited coffee, purified drinking water, tea or chocolate drink and candies;
  - a.5** with assistance of stand-by waiters
- b. The Function Hall and Facilities shall be:**
- c.1** well-lighted and well ventilated;
  - c.2** with sufficient space to accommodate at least 145 participants in a Conference-type set-up (*half-day closed door conference for 145 pax and half-day exhibit hall that can occupy 30 booths (with 30 tables and chairs for exhibitors)*);
  - c.3** with available audio-visual equipment with stand-by personnel to assist in the operation of:
    - c.3.1** Two (2) **LCD projector and wide screens or LED wall;**
    - c.3.2** Three (3) serviceable and wireless microphones, one microphone stand, 5 extension cords and complete set of sound system;
    - c.3.3** Podium/lectern
    - c.3.4** Whiteboard with marker/s and erasers
  - c.4** with fast and reliable internet connection in all areas of the venue;
  - c.5** with at least one (1) table for the secretariat (registration)
  - c.6** without pillars in the middle of the function room.
- c. Other shall be provided with personnel to:**
- d.1** maintain cleanliness in the function hall, restrooms, sleeping quarters, hallway, pantry, and dining area;
  - d.2** with appropriate and sufficient parking area for VIPs and other Guests; and
  - d.3** respond to safety and security requirements of the government.

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 between the parties.

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.

**26 SEP 2024** IN WITNESS WHEREOF, the parties have hereunto set their hands, this day of **QUEZON CITY** at \_\_\_\_\_, Philippines.


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

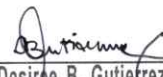
  
**ATTY. ALBERTO T. ESCOBARTE, CESO II**  
Regional Director

**Great Eastern Hotel, Inc.**

  
**MERLE DACASIN**  
Account Officer

**SIGNED IN THE PRESENCE OF:**

  
**EDUARDA M. ZAPANTA**  
Chief Education Supervisor, ESSD  
DepEd Region IV-A CALABARZON

  
Desiree B. Gutierrez  
Accounting Staff  
GREAT EASTERN HOTEL

Republic of the Philippines  
QUEZON CITY S.S.

**ACKNOWLEDGMENT**

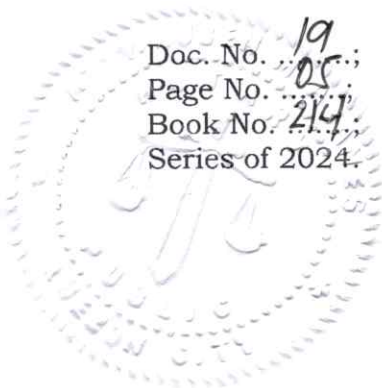
**6 SEP 2024** BEFORE ME, a Notary Public for and in the City of QUEZON CITY, this  
personally appeared:

Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	DepEd Office ID No. 4529876	_____
<u>Merle Dacasin</u>	UMID: ORN-003-6457102-4	_____

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 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.



**ATTY. RUBEN M. AZANES, JR.**  
 NOTARY PUBLIC IN QUEZON CITY  
 -- UNTIL DECEMBER 31, 2024  
 ADM No.: NP-025(2023-2024)  
 IBP NO. 384112, 01/01/2024, Roll No. 46427  
 PTR NO. 5555119, 01/02/2024-Q.C. / TIN: 140-394-836-000  
 MCLE Compliance No. VII-0018605 Valid Until 04-15-2025  
 Add: 2A 2<sup>nd</sup> Floor 3<sup>rd</sup> Avenue, Bagong Lipunan ng Crame, Quezon City