

Republic of the Philippines

Department of Education





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-

L.A. BREZA HOTEL, INC., with principal address at 155 Mother Ignacia Avenue, Brgy. South Triangle, Quezon City, represented herein by its Sales Executive, **MELANIE G. SILVESTRE,** 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 "ORIENTATION ON THE REVISED GUIDELINES AND CRITERIA FOR THE 10TH GAWAD PATNUGOT on FEBRUARY 11-12, 2025;

WHEREAS, the Approved Budget for the Contract (ABC) is TWO HUNDRED FORTY THOUSAND PESOS (Php240,000.00);

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 January 27, 2025, at the website of DepEd Region IV-A CALABARZON, and conspicuous bulletin board in the premises of DepEd Region IV-A CALABARZON on January 27, 2025 to January 31, 2025;

WHEREAS, RFQs were sent to at least three prospective suppliers namely:

- 1. Sunrise Ridge Corporation (Soleste Suites);
- 2. Camelot Hotel; and
- 3. Red Hotel.

WHEREAS, four (4) suppliers submitted their respective proposals before the deadline for the submission of quotations, offering the following financial quotations, as read:







Address: Gate 2, Karangalan Village, Cainta, Rizal

Telephone No.: 02-8682-2114

Email Address: region4a@deped.gov.ph

Website: depedcalabarzon.ph



NAME OF BIDDER	AMOUNT OF BID	
LA BREZA HOTEL INC.	Php215,100.00	
SUNRISE RIDGE CORPORATION (SOLESTE SUITES)	Php228,000.00	
ROSEMEAD INN, INC. (HOTEL DREAMWORLD)	Php228,000.00	
ELIJAH ROYCE HOTEL AND RESIDENCES, INC.	Php240,000.00	

WHEREAS, on February 5, 2025, the end-user submitted a report for the ocular inspection at **L.A. BREZA HOTEL**, **INC**. with the attached findings of the venue in accordance with the Training Venue Selection Compliance Tool;

WHEREAS, the report containing the result of the evaluation and its attachments is attached hereto as Annex "A" and made an integral part hereof;

WHEREAS, based on the result of the ocular inspection, **L.A. BREZA HOTEL, INC.** has met the requirement of the training venue, has a provision of lactation room, PWD ramp and other external features benefitting the PWD and Senior Citizens;

WHEREAS, upon evaluation or careful examination of the technical specification submitted by **L.A. BREZA HOTEL**, **INC.**, the BAC found that it was compliant with the proposed amount of **TWO HUNDRED FIFTEEN THOUSAND ONE HUNDRED PESOS (Php215,100.00)**;

WHEREAS, after review and deliberation on the proposal, **L.A. BREZA 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 "ORIENTATION ON THE REVISED GUIDELINES AND CRITERIA FOR THE 10TH GAWAD PATNUGOT" on FEBRUARY 11-12, 2025 and has accepted the bid/quotation of the Hotel Company for food and hotel accommodation in the sum of TWO HUNDRED FIFTEEN THOUSAND ONE HUNDRED PESOS (Php215,100.00). (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 February 11-12, 2025 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

- Agrees that it shall be charged or billed the total amount of TWO HUNDRED FIFTEEN THOUSAND ONE HUNDRED PESOS (Php215,100.00) 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, PM snacks and dinner) to the **60** participants of the Client;
- **a.2** First meal is **breakfast** of February 11, 2025 and last meal is **PM snacks** of February 12, 2025;
- **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 Lodging shall be:

- b.1 2 single room and at least 30 double sharing rooms;
- b.2 No mattress on the floor;
- **b.3** 24-hour hot and cold shower and clean beddings, rooms

and restroom

c. The Function Hall and Facilities shall be:

- c.1 well-lighted and well ventilated;
- **c.2** with sufficient space to accommodate at least 60 participants;
- **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 screen;
 - **c.3.2** four (4) serviceable and wireless microphones, microphone stand, complete set of sound system;
 - c.3.3 Podium/lectern
 - c.3.4 10 extension cords;
- **c.4** with fast and reliable internet connection in all areas of the venue (at least 50 mbps);
- c.5 at least two (2) tables for Secretariat (Registration Area);
- **c.6** without pillars in the middle of the function room.

d. 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** assist participants and guest with special conditions, breastfeeding moms, PWDs, and other emergency situation;

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.

FEB 1 1 2025 at QUEZON C	, the parties have he Philippines.	reunto set their ha	nds, this day of	
Department of Educ Region IV-A CALABA		L.A. BREZA HOT	TEL, INC.	
ATTY. ALBERTO T. ESCOBAR Regional Director	TE, CESO II	MELANIE G. SIL		
SIGNED IN THE PRESENCE OF:				
Juman				
JISELA N. ULPINA OIC-Chief, HRDD	_			
Republic of the Philippines QUEZON CIS.				
ACKNOWLEDGMENT				
FEB 1 1 2025	Public for and in th appeared: Identification		this	
Atty. Alberto T. Escobarte Melanie G. Silbestre	DepEd Office ID No.	4529876		
who are known to me and to foregoing instrument and acknowled voluntary act and deed.		•		
This instrument, consist acknowledgment is written, has hereof by the concerned parties	been signed on the	left margin of each	and every page	

WITNESS MY HAND AND SEAL, at the place and date above-written.

Series of 2025.

ATTY. JASON G. DE BELEN ROII No. 36259

Adm. No. NP-008 Notary Public Notary Public for Quezon City My Commission expires on December 31, 2025

No 7M Panay Ave. cor. Sct. Borromeo St., Q.C. IBP No. 492597; Q.C.; 1-2-2025 PTR No. 7009622; Q.C.; 1-2-2025 MCLE VII-0019570; 5-30-22