



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



PU-CO01-2025-199

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 domestic corporation duly registered under the Philippine laws, with principal address at 1403 Quezon Ave. West Triangle District 1, Quezon City, represented herein by its Account Officer, **MERLE B. DACASIN**, hereinafter referred to as the **HOTEL COMPANY**.

WITNESSETH

WHEREAS, the **CLIENT** has undertaken the procurement of **FOOD AND ACCOMODATION** for the **“TRAINING ON THE IMPLEMENTATION OF THE REGIONAL TA MECHANISMS AND PROCESSES FOR IMPROVED GOVERNANCE AND OPERATIONS (RFACTS AND DFACTS)”** on **March 17-18, 2025** to be conducted by the Client.

WHEREAS, the Approved Budget for the Contract (ABC) is **THREE HUNDRED SIXTY-FOUR THOUSAND PESOS (Php 364,000.00)**;

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 March 5, 2025, at the website of DepEd Region IV-A CALABARZON, and conspicuous bulletin board in the premises of DepEd Region IV-A CALABARZON on March 4, 2025 to March 10, 2025;

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

1. Red Hotel Inc.
2. L&B International Tourist Hotel Inc. (Camelot Hotel Inc.)
3. Axiaa Hotel;

WHEREAS, three (3) suppliers submitted its proposal before the deadline for the submission of quotations, offering the following financial bid, as read:

NAME OF BIDDER	AMOUNT OF BID
ORACLE HOTEL AND RESIDENCES CORP.	Php318,500.00
CITYSTATE TOWER HOTEL	Php362,180.00
GREAT EASTERN HOTEL, INC.	Php364,000.00



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, on March 12, 2025, the end-user submitted an ocular inspection conducted at **ORACLE HOTEL AND RESIDENCES CORP.** being the Lowest Calculated Bid (LCB) based on the submitted quotations;

WHEREAS, based on report during the ocular inspection, **ORACLE HOTEL AND RESIDENCES CORP.** failed to comply with the specifications set by this office, as follows:

- a. *The function rooms/halls are not well-lit and the two pillars obstruct the audience's view of the presentation;*
- b. *There are cracks or broken tiles along the corridor going to the rooms, posing a potential hazard to the participants;*
- c. *Unpleasant smell lingers in the lobby;*

WHEREAS, on March 12, 2025, the end-user received a letter from **CITYSTATE TOWER HOTEL** states that:

xxx

With regards to the RFQ "FOOD AND ACCOMMODATION FOR THE TRAINING ON THE IMPLEMENTATION OF THE REGIONAL TA MECHANISMS AND PROCESSES FOR IMPROVED GOVERNANCE AND OPERATIONS (RFACTS AND DFACTS) on March 17-18, 2025" with this I would like to withdraw because our function hall on that day had already booked;

xxx

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

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

NOW, THEREFORE, the **BAC** hereby **RESOLVES** as it hereby **RESOLVED** to **RECOMMEND** to the Regional Director, as the Head of the Procuring Entity, the award of the project to **GREAT EASTERN HOTEL, INC.** in the amount of **THREE HUNDRED SIXTY-FOUR THOUSAND PESOS (Php364,000.00)**.

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

Documents deemed part

All documents submitted by Hotel Company and all the documents released and issued by the Client and its Bids and Awards Committee and Technical Working Group such as but not limited to:

- a) BAC Resolution;
- b) Abstract of Quotation;
- c) Ocular Inspection Report and its attachments;
- d) Request for Quotation;
- e) Technical Specifications;
- f) All other documents already submitted by the Hotel Company and to be required to be submitted after the contract perfection of this contract.

shall form part of this contract.

Section 2

Responsibilities of the Hotel Company

The **Hotel Company** shall:

1. Provide food and hotel accommodation on March 17-18, 2025 to the participants, of the **Client**. The details and/or

specifications of these services are provided under Section 5 of this contract.

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;
3. Provide:
 - 3.1 a personnel to maintain cleanliness in the function hall, restrooms, sleeping quarters, hallway, pantry, and dining area;
 - 3.2 a sufficient parking area for VIP and other guests;
 - 3.3 a personnel to respond to safety and security requirements of the government, 24-hour security, front desk and housekeeping services
 - 3.4 assist participants and guest with special conditions, breastfeeding moms, PWDs, and other emergency situation
4. Do such other acts which are necessary in the performance of the above functions as well as those obligations arising from this contract.

Section 3

Responsibilities of the Client

The **Client** shall:

1. Pay the **Hotel Company** the guaranteed number of participants
2. Charged or billed the total amount of **THREE HUNDRED SIXTY-FOUR THOUSAND PESOS (Php364,000.00)** for the whole duration of the event;
3. Exercise strict discipline, close supervision and exclusive control and administration over its participants 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 4

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 5

Specification of the services

The **Hotel Company** shall provide for the following:

1. The Meals shall be:

- 1.1 Complete meal (breakfast, AM snacks, lunch, PM snacks and dinner) to the 91 participants of the Client;
- 1.2 First meal is **breakfast** of March 17, 2025 and last meal is **PM snacks** of March 18, 2025;
- 1.3 Served by managed buffet with stand-by waiters during breakfast, lunch and dinner;

- 1.4 With unlimited coffee, purified drinking water, tea or chocolate drink and candies, with assistance of stand-by waiters;

2. The Function Hall and Facilities shall be:

- 2.1 well-lighted and well ventilated;
 2.2 with one (1) plenary session hall that can accommodate 91 participants;
 2.3 with available audio-visual equipment with stand-by personnel to assist in the operation of:
 2.3.1 at least two (2) LCD projector and wide screen;
 2.3.2 one (1) whiteboard with marker/s and erasers;
 2.3.3 provision of 10 extension cords for laptops;
 2.3.4 three (3) serviceable and wireless microphones, microphone stand and complete sound system;
 2.3.5 Podium/lectern
 2.4 with fast and reliable internet connection in all areas of the venue;

3. The Lodging shall be:

- b.1 Twin to Triple sharing rooms (strictly single bed only);
 b.2 No mattress on the floor;
 b.3 with 24-hour hot and cold shower and clean beddings, rooms and restroom;

Section 6

Use of Hotel Parking Space

The **Hotel Company** shall allow the use of its parking space to the participants free of charge.

Section 7

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 8

Settlement of Dispute

If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of this contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Any and all dispute arising from the implementation of a contract shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004." By mutual agreement, the parties agree in writing to resort to other alternative modes of dispute resolution.

Section 9

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 10
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 MAR 14 2025 at QUEZON CITY, Philippines.

Department of Education
Region IV-A CALABARZON

GREAT EASTERN HOTEL INC.


ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director


MERLE B. DACASIN
Authorized Sales Representative

SIGNED IN THE PRESENCE OF:


MICHAEL GIRARD R. ALBA
Chief, FTAD
DepEd Region IV-A CALABARZON


Desiree B. Gutierrez

Republic of the Philippines
QUEZON CITY S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, this MAR 14 2025, personally appeared:

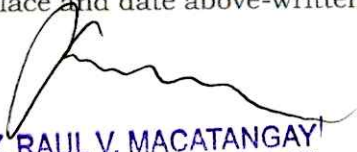
Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	<u>DepEd Office ID No. 4529876</u>	_____
<u>Merle B. Dacasin</u>	_____	_____

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. 211
Page No. 64
Book No. 26
Series of 2025.


ATTY. RAUL V. MACATANGAY
NOTARY PUBLIC FOR IN Q.C. UNTIL DEC. 31, 2026
#86 MOTHER IGNACIA ST., Q.C.
ADMIN MATTER NO. NP-050 (2025-2026)
ROLL NO. 47308 5-7-2002
IBP NO. 508048 1-14-25 Q.C.
PTR NO. 7033864 1-14-25 Q.C.
MCLE NO. VII-0018039 5-13-22