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-

NOVOTEL HOTEL CORP. (EUROTEL HOTEL-MAKATI), a domestic corporation duly registered under the Philippine laws, with principal address at Antonio Arnaiz cor. Chino Roces Ave., Makati City, represented herein by its Accounts Executive Sales Supervisor, **RIENA V. IDOROT,** hereinafter referred to as the **HOTEL COMPANY.**

W I T N E S S E T H

WHEREAS, the **CLIENT** needs the services of a hotel company who will provide food and accommodation to the participants in the **"R4A CALABARZON REGIONAL CAPACITY BUILDING OF MADRASAH EDUCATION PROGRAM (MEP) IMPLEMENTERS FOR SCHOOL LEADERS"** on **AUGUST 27-29, 2025** to be conducted by the Client.

WHEREAS, the Approved Budget for the Contract (ABC) is **THREE HUNDRED THOUSAND PESOS (Php300,000.00).**

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 June 3, 2025, at the office website of DepEd Region IV-A CALABARZON, and conspicuous bulletin board in the premises of DepEd Region IV-A CALABARZON on June 2, 2025 to June 9, 2025 at 9:00am.

WHEREAS, RFQs were likewise sent to three (3) prospective suppliers namely:

1. Novotel (Hotel) Corp./Eurotel Hotel - Makati;
2. Berjaya Makati Hotel Philippines; and
3. City Garden Grand Hotel;

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

NAME OF BIDDER	AMOUNT OF BID	REMARKS
BERJAYA MAKATI HOTEL PHILIPPINES	Php 249,000.00	Non-Complying (Unfilled required Unit Cost and Total Cost in the Technical Specification)
NOVOTEL HOTEL CORP. (EUROTEL HOTEL - MAKATI)	Php292,500.00	Complying

WHEREAS, upon evaluation or careful examination of the technical specification submitted by **NOVOTEL HOTEL CORP. (EUROTEL HOTEL-MAKATI)**, the BAC found that it was compliant with the proposed amount of **TWO HUNDRED NINETY-TWO THOUSAND FIVE HUNDRED PESOS (Php292,500.00).**

WHEREAS, after review and deliberation on the proposals, **NOVOTEL HOTEL CORP. (EUROTEL HOTEL-MAKATI)** complied with the requirements and is hereby declared as the Single Calculated and Responsive Quotation (SCRQ).

WHEREAS, the Client invited bids for the Procurement for the hotel accommodation of the participants in the **"R4A CALABARZON REGIONAL CAPACITY BUILDING OF MADRASAH EDUCATION PROGRAM (MEP) IMPLEMENTERS FOR SCHOOL LEADERS"** on August 27-29, 2025 and has accepted the bid/quotation of the Hotel Company for food and accommodation in the sum of **TWO HUNDRED NINETY-TWO THOUSAND FIVE HUNDRED PESOS (Php292,500.00).** (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 accommodation on August 27-29, 2025 to the participants, of the **Client**. The details and/or specifications of these services are provided under Section 4 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. Provided with personnel to:
   3.1 maintain cleanliness in the function hall, restrooms, sleeping quarters, hallway, pantry, and dining area.
   3.2 Provision of at least 2 pcs Tarpaulin – outside and main hall hanging – with DepEd CALABARZON Logo and details of the training.
   3.3 assist participants and guest with special conditions, breastfeeding moms, PWDs, and other emergency situation.
   3.3 respond to safety and security requirements of the government.
   3.5 appropriate and sufficient parking area for VIPs and guests; and

3.6 with 24-hour security, front-desk and housekeeping services

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 2
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 **TWO HUNDRED NINETY-TWO THOUSAND FIVE HUNDRED PESOS (Php292,500.00)** 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 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
Specification of 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 **50** participants of the Client.
- **a.2** served by any type of buffet with stand-by waiters during breakfast and lunch.
- **a.3** first meal is **breakfast** of August 27, 2025 and last meal is **PM snacks** on August 29, 2025.
- **a.4** with unlimited coffee, purified drinking water, tea or chocolate drink and candies, with assistance of stand-by waiters.
- **a.5** AM and PM Snacks with drinks.

b. The Lodging shall be:
- **b.1** can accommodate 50 participants for twin or triple sharing, standard sharing room accommodation to observe health protocols.
- **b.2** no bed mattress on the floor.
- **b.3** with 24-hour hot and cold shower and clean beddings, rooms and restroom.

c. The Function Hall and Facilities shall be:
- **c.1** frequently sanitized grand/spacious hall that can accommodate 50 pax (Day 1 to Day 3).
- **c.2.** ready for registration at 6:00 am

c.3 well-lighted and well-ventilated.
c.4 with available audio-visual equipment with stand-by personnel to assist in the operation of:
- **c.4.1** at least one (1) LCD projectors and wide screens.
- **c.4.2** whiteboards with marker/s and erasers.
- **c.4.3** quality sound system and extensions cords for laptops.
- **c.4.4** 2 to 3 microphones and microphones stand.

c.5 with unlimited access to strong internet connection with a minimum of 150 mbps.
c.6 no pillars in the middle of the function room.
c.7 providing medical personnel, 70% Solution Alcohol, and non-contact thermometer.

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
Settlement of Dispute

If any dispute of 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 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.

Republic of the Philippines
QUEZON CITY S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, this 07 JUL 2025, personally appeared:

Name	Identification No.	Expiration Date
Atty. Alberto T. Escobarte	DepEd Office ID No. 4529876	
Riena V. Idorot	N50-20-014086	09/05/2034

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. 327;
Page No. 67;
Book No. CXX;
Series of 2025.

ATTY. BRYAN G. DEKAS
NOTARY PUBLIC FOR QUEZON CITY
ADMIN MATTER NO. NP-317 / VALID UNTIL DEC. 31, 2025
ROLL OF ATTORNEY NO. 66393 / TIN 289-467-753
IBP NO. 491739 / 02/JAN/2025, QC
MCLE NO. VIII-0013054, 05/SEPT/2024
PTR NO. 10095447, 02/JAN/2025, MARIKINA CITY
603 EDSA DIAMOND FINANCE, CUBAO, QC