



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



**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.**, a domestic corporation duly registered under the Philippine laws, with principal address at 627 E. De Los Santos Ave. San Martin De Porres District 4, Quezon City, Manila 1111, represented herein by its Authorized Representative, **MARIA ELANA M. FLORES**, 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 **"REGIONAL TRAINING OF TRAINERS FOR THE CAREER GUIDANCE PROGRAM SCHOOL-BASED TRAINING OF CAREER ADVOCATES (SBTCA)"** on **AUGUST 4-8, 2025** to be conducted by the Client.

**WHEREAS**, the Approved Budget for the Contract (ABC) is **SEVEN HUNDRED FIFTY THOUSAND PESOS (Php750,000.00)**.

**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 July 7, 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 July 8, 2025 to July 14, 2025 at 9:00am.

**WHEREAS**, RFQs were likewise sent to six (6) prospective suppliers namely:

1. Grand Monaco Premier Hotel Inc.;
2. M.I. Sevilla Resort;
3. Madison 101 Hotel;
4. Red Hotel Inc.;
5. Sunny Glades Properties Corp. (Tagaytay Haven Hotel); and
6. Tagaytay Automart Inc. - Tagaytay Country Hotel;



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Certificate No. PHP QMS  
22 93 0056

**WHEREAS**, five (5) 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
PUNTA DE FABIAN RESORT INC.	Php720,000.00	Complying
SUNNY GLADES PROPERTIES CORP. (TAGAYTAY HAVEN HOTEL)	Php729,375.00	Non-Complying with the Technical Specifications set by this office
RED HOTEL INC.	Php729,375.00	Complying
TAGAYTAY AUTOMART INC. - TAGAYTAY COUNTRY HOTEL	Php731,250.00	Complying
GRAND MONACO PREMIER HOTEL INC.	Php749,250.00	Complying

**WHEREAS**, on July 16, 2025, the end-user submitted an ocular inspection conducted at **PUNTA DE FABIAN RESORT INC.** being the Lowest Calculated Bid (LCB) based on the submitted quotations;

**WHEREAS**, based on the report during the ocular inspection, **PUNTA DE FABIAN RESORT INC.** failed to comply with the specifications set by this office, as follows:

- a. The venue has two session rooms. One room can accommodate at least 35 to 40 participants. However, the second room is slightly smaller and may not accommodate 35 participants based on its size;*
- b. The venue is located in Baras, Rizal, and the only available means of public transportation is via jeepney. This may pose accessibility challenges for participants coming from various School Division Offices (SDOs), especially those travelling long distances or from areas without direct jeepney routes to Baras;*
- c. The venue is situated on a steep, uphill location, which may pose significant accessibility challenges for guests with special conditions, such as persons with disabilities (PWDs), elderly participants, and breastfeeding mothers. The terrain and layout may not be conducive for individuals who require mobility assistance or those who may need immediate access to support facilities during emergencies. There was no clear indication of dedicated provisions such as ramps, elevators, breastfeeding stations, or emergency response arrangements;*
- d. Certain areas such as comfort rooms showed signs of wear, including some rust and cleanliness concerns; several air conditioning units appeared to be older models; additionally, while the venue spans up to three floors, it does not have elevator access, which may pose challenges for participants with mobility concerns or special needs;*

**WHEREAS**, the end-user recommends to award the contract to **RED HOTEL INC.** being the Second Lowest Calculated Bid (LCB) stating the following:

- a. The venue is highly accessible to all participants due to its central location in Cubao;*
- b. The venue offers sufficient space to accommodate the expected number of participants, as experienced during previous trainings held at Red Hotel Inc.;*
- c. The venue is fully compliant with the training venue specification or requirements;*



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

**WHEREAS**, after review and deliberation on the proposal **PUNTA DE FABIAN RESORT INC.** is disqualified for the said activity due to the abovemention reason;

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

**WHEREAS**, the BAC hereby **RESOLVES, as it hereby RESOLVED:**

1. **To DECLARE PUNTA DE FABIAN RESORT INC.** as ineligible bidder for failure to comply with the required specification issued by this Office;
2. **To RECOMMEND** to the Head of Procuring Entity the award of the project to **RED HOTEL INC.** in the amount of **SEVEN HUNDRED TWENTY-NINE THOUSAND THREE HUNDRED SEVENTY-FIVE PESOS (Php729,375.00).**

**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 Responsibilities of the Hotel Company

The **Hotel Company** shall:

1. Provide food and accommodation on August 4-8, 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. Provide with personnel to:
  - 3.1 maintain cleanliness in the function hall, restrooms, sleeping quarters, hallway, pantry, and dining area;
  - 3.2 Provision for backdrop for the activity; and Tarpaulin display at Project Site, not to exceed 3" by 4"; optional for Projects not exceeding 5 days (COA Cric. 2013-004);
  - 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 **SEVEN HUNDRED TWENTY-NINE THOUSAND THREE HUNDRED SEVENTY-FIVE PESOS (Php729,375.00)** 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, PM snacks and dinner) to the **75** participants of the Client.
  - a.2 serve by any type of buffet with stand-by waiters during breakfast, lunch and dinner.
  - a.3 first meal is **breakfast** of August 4, 2025 and last meal is **PM snacks** on August 8, 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 at least single/double sharing rooms (single beds only).
  - 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 two (2) session room that can accommodate 35 pax in a conference/training set-up.
  - c.2. well-lighted and well-ventilated.
  - c.3 with available audio-visual equipment with stand-by personnel to assist in the operation of:
    - c.3.1 at least one (1) LCD projectors and wide screens.
    - c.3.2 at least one (1) whiteboards with marker/s and erasers.
    - c.3.3 four (4) wireless microphones and complete set sound system;
    - c.3.4 Podium/lectern



- c.4 with unlimited access to internet connection and have Wi-Fi in all areas of the venue.
- c.5 no pillars in the middle of the function room.
- c.8 at least tables for the Secretariat (Registration Area).

#### 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.

#### 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.


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

28 JUL 2025


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

**RED HOTEL INC.**

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

  
**MARIA ELANA M. FLORES**  
Authorized Representative

**SIGNED IN THE PRESENCE OF:**

  
**JISELA N. ULPINA**  
Chief, HRDD  
DepEd Region IV-A CALABARZON

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