

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:

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 "EXECUTING FOR EXCELLENCE: A HOLISTIC APPROACH TO PROGRAM IMPLEMENTATION, MONITORING AND ASSESSMENT IN EDUCATION SUPPORT SERVICES DIVISION (ESSD) PROGRAMS FOR YEAR 2025 CUM POST EVALUATION AND PLANNING FOR PALARONG PAMBANSA 2026" on August 26-29, 2025 to be conducted by the Client.

WHEREAS, the Approved Budget for the Contract (ABC) is SEVEN HUNDRED FORTY-FIVE THOUSAND TWO HUNDRED PESOS (Php 745,200.00).

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 13, 2025, at the website of DepEd Region IV-A CALABARZON, and conspicuous bulletin board in the premises of DepEd Region IV-A CALABARZON on August 12, 2025 to August 18, 2025.

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

- 1. Great Eastern Hotel, Inc.
- 2. Red Hotel, Inc.
- 3. Luxent Hotel.





Address: Gate 2, Karangalan Village, Cainta, Rizal

Telephone No.: 02-8682-2114

Email Address: region4a@deped.gov.ph

Website: depedcalabarzon.ph



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

NAME OF BIDDER	AMOUNT OF BID	REMARKS	
GREEN SUN HOTEL MANAGEMENT, INC.	Php713,475.00	Non-Complying (Unfilled Statement of Compliance and Total Cost in Technical Specification)	
LIME HOTEL & RESORTS	Php725,200.00	Non-Complying with the Technical Specification set by this office Complying	
GREAT EASTERN HOTEL, INC.	Php735,300.00		

WHEREAS, upon evaluation or careful examination of the proposal submitted by **GREAT EASTERN HOTEL**, **INC.**, the BAC found that it was compliant with the proposed amount of **SEVEN HUNDRED THIRTY-FIVE THOUSAND THREE HUNDRED PESOS (Php735,300.00)**.

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

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 **SEVEN HUNDRED THIRTY-FIVE THOUSAND THREE HUNDRED PESOS** (**Php735,300.00**).

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 August 26-29, 2025 to the participants, of the **Client**. The details and/or specifications of these services are provided under Section 5 of this contract.

 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 SEVEN HUNDRED THIRTY-FIVE THOUSAND THREE HUNDRED PESOS (Php735,300.00) 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) based on the Request for Quotation (RFQ).
- 1.2 First meal is **breakfast** of August 26, 2025 and last meal is **PM snacks** of August 29, 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 standby waiters.

2. The Function Hall and Facilities shall be:

- 2.1 well-lighted and well ventilated.
- 2.2 with one (1) main function hall with five (5) breakout
- **2.3** able to accommodate 166 participants in a trainingworkshop set-up.
- **2.4** with available audio-visual equipment with stand-by personnel to assist in the operation of:
 - **2.4.1** at least five (5) LCD projectors and wide screens per breakout session room.
 - **2.4.2** at least four (4) whiteboards with marker/s and erasers per breakout session room.
 - **2.4.3** complete set sound system, at least 5 extension cords per breakout session room for laptops.
 - **2.4.4** sixteen (16) serviceable and wireless microphones, two (2) microphone stand and complete sound system.
 - 2.4.5 Podium/lectern
- **2.5** with unlimited access to fast and reliable internet connection in all areas of the venue.
- **2.6** with at least eight (8) tables for the Secretariat (Registration Area).
- 2.7 no pillars in the middle of the function room.

3. The Lodging shall be:

- b.1 at least two (2) single/double beds per rooms
- **b.2** at least five (5) triple sharing rooms for participants
- b.3 no bed mattress on the floor.
- **b.4** 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 Alternative Dispute Resolution (ADR) Clause

Both parties entered into this agreement in the spirit of mutual trust and understanding. The parties intend that all unforeseen matters, issues, and concerns that will arise in the future shall be resolved with mutual understanding. In case of conflict/dispute between the parties, it shall be resolved in a peaceful and amicable manner. Every earnest effort shall be made to amicably settle the conflict/dispute through peaceful dialogue and negotiation to accommodate the policies and intention of both parties.

In case of failure to settle the conflict/dispute through peaceful and amicable manner, such conflict/dispute shall be submitted for arbitration/mediation in accordance with Republic Act No. 9285, known as Alternative Dispute Resolution Act of 2004. Both parties mutually agree that the decision of the designated/chosen arbitrator/mediator is binding to them. The place of arbitration/mediation is exclusively in Cainta, Rizal.

No legal action may be instituted in any court/tribunal/quasijudicial body unless the arbitration/mediation has failed or waived by both parties in writing. Legal action for breach of this agreement shall only be instituted in the courts of competent jurisdiction in Cainta, Rizal to the exclusion of all other courts outside the judicial region.

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;
- 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.

AUG 21 WITNESS WHEREOF, the parties have hereunto set their hands, this day of QUEZON CITY, Philippines.

Department of Education Region IV-A CALABARZON

ATTY. ALBERTO T. ESCOBARTE, SESO II

Regional Director

GREAT EASTERN HOTEL INC.

MERLE B. DACASIN

Authorized Sales Representative

SIGNED IN THE PRESENCE OF:

EDUARDA M. ZAPANTA

Chief, ESSD

DepEd Region IV-A CALABARZON

NATHALIE M. NG

GREAT EASTERN HOTEL, INC

Republic of the Philippines

OUFZON CITY
S.S.

ACKNOWLEDGMENT

AUG 2 2 2025 , personal	y Public for and in the City of _ y appeared:	QUEZON CITY , this
Name	Identification No.	Expiration Date
Atty. Alberto T. Escobarte	DepEd Office ID No. 4529876	
Merle B. Dacasin	GGG NO · 03-6457102-6	

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.

ATTY. ERYALI G. PEKAS

NOTARY PUBLIC EDR 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. OC

MCLE NO. VIII-0013054, 05/SEPT/2024

PTR NO. 10095447, 02/JAN/2025, MARIKINA CITY

603 EDSA DIAMOND FINANCE, CUBAO, QC