



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-

GREEN SUN HOTEL MANAGEMENT, INC., a domestic corporation duly registered under the Philippine laws, with principal address at 2285 Don Chino Roces Avenue Extension, Brgy. Magallanes, Makati City, represented herein by its Sales Manager, **MR. JASON B. HORCA**, hereinafter referred to as the **HOTEL COMPANY**.

WITNESSETH

WHEREAS, the **CLIENT** needs the services of a hotel company who will provide food and accommodation to the participants in the **"WALKTHROUGH OF THE TRAINING RESOURCE PACKAGE CUM PLANNING ON THE REGIONAL TRAINING OF SCHOOL LEADERS ON THE REVISED K TO 10 CURRICULUM IMPLEMENTATION"** on **SEPTEMBER 8-10, 2025** to be conducted by the Client.

WHEREAS, the Approved Budget for the Contract (ABC) is **FOUR HUNDRED TWENTY-SIX THOUSAND PESOS (Php426,000.00)**.

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 August 12, 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 August 11, 2025 to August 15, 2025 at 9:00am.

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

1. Madison 101 Hotel;
2. Great Eastern Hotel, Inc.; and
3. Red Hotel, Inc.;



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, nine (9) 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
ORACLE HOTEL AND RESIDENCE CORP.	Php394,050.00	Complying
GREEN SUN HOTEL MANAGEMENT, INC.	Php407,500.00	Complying
WESFAME SUITES, INC.	Php414,285.00	Complying
RED HOTEL, INC.	Php421,740.00	Complying
L&B INTERNATIONAL TOURIST HOTEL INC. (CAMELOT HOTEL)	Php424,935.00	Non-Complying (Unfilled Statement of Compliance in Technical Specification)
BERJAYA MAKATI HOTEL	Php425,000.00	Complying
GRAND MONACO PREMIER HOTEL	Php425,787.00	Non-Complying on the Technical Specification set by this office
RICHWORLD HOTEL AND RESORT CORP. (MAKATI PALACE HOTEL)	Php426,000.00	Complying
KGJ HOTEL & RESORT MANAGEMENT CORP. (GREENHILLS ELAN HOTEL MODERN)	Php426,000.00	Complying

WHEREAS, on August 22, 2025, the end-user conducted an ocular inspection. Based on the Ocular Inspection report as follows:

-xxx-

*"This pertains to the procurement of venues with food and accommodation for the conduct of **Walkthrough of Training Resource Package cum Planning for Regional Training of School Leaders on Revised K to 10 Curriculum Implementation** scheduled on September 8-10, 2025. Following the ocular inspections conducted, The Human Resource Development Division-National Educators Academy of the Philippines in the Region (HRDD-NEAPR) hereby reports the results and significant observations/findings in relation to the prescribed specifications, to wit:*

Oracle Hotel and Residences, Katipunan, Quezon City:

- The session hall has pillars/columns that may obstruct the view of participants seated at the back;*
- Rooms are relatively small and do not have windows, which may affect ventilation and overall comfort; and*
- The internet connection in the venue is limited, registering a download speed of 2.83 Mbps and an upload speed of 2.80 Mbps, which may affect online-related activities.*

Green Sun Hotel, Makati City:

- The venue offers shared accommodations, with each room suitable for 2-3 participants and equipped with individual beds;*
- The session hall provides ample space for up to 71 participants and is free from pillars or obstruction; and*
- The venue offers an internet connection of 25 Mbps per device, which surpasses the required minimum of 50 Mbps in total bandwidth."*

-xxx-

WHEREAS, based on the result of the ocular inspection reflected in the Rating Factors and Determination of Reasonableness of Rental Rate, **ORACLE HOTEL AND RESIDENCE CORP.** has been rated by with the score of 79;

WHEREAS, based on the result of the ocular inspection reflected in the Rating Factors and Determination of Reasonableness of Rental Rate, **GREEN SUN HOTEL MANAGEMENT, INC.** has been rated by with the score of 92.75;

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 **ORACLE HOTEL AND RESIDENCE CORP.** is non-compliant for the said activity due to the abovemention reason;

WHEREAS, after review and deliberation on the proposal, **GREEN SUN HOTEL MANAGEMENT, 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** the quotation of **ORACLE HOTEL AND RESIDENCE CORP.** as ineligible bidder for failure to comply with the required specification issued by this Office;
2. **To DECLARE** the quotation of **GREEN SUN HOTEL MANAGEMENT, INC.** as the Lowest Calculated and Responsive Quotation (LCRQ) in the amount of **FOUR HUNDRED SEVEN THOUSAND FIVE HUNDRED PESOS (Php407,500.00)**;
3. **To RECOMMEND** to the Regional Director, as the Head of Procuring Entity, the award of the project to **GREEN SUN HOTEL MANAGEMENT, INC.** in the amount of **FOUR HUNDRED SEVEN THOUSAND FIVE HUNDRED PESOS (Php407,500.00)** for the **FOOD AND ACCOMMODATION** for the **WALKTHROUGH OF THE TRAINING RESOURCE PACKAGE CUM PLANNING ON THE REGIONAL TRAINING OF SCHOOL LEADERS ON THE REVISED K TO 10 CURRICULUM IMPLEMENTATION ON SEPTEMBER 8-10, 2025.**

WHEREAS, the Client invited bids for the Procurement for the food and accommodation of the participants in the **"WALKTHROUGH OF THE TRAINING RESOURCE PACKAGE CUM PLANNING ON THE REGIONAL TRAINING OF SCHOOL LEADERS ON THE REVISED K TO 10 CURRICULUM IMPLEMENTATION"** on September 8-10, 2025 and has accepted the bid/quotation of the Hotel Company for food and accommodation in the sum of **FOUR HUNDRED SEVEN THOUSAND FIVE HUNDRED PESOS (Php407,500.00)**. (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 September 8-10, 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 Circ. No. dated January 30, 2013-004);
 - 3.3 assist participants and guest with special conditions, breastfeeding moms, PWDs, and other emergency situation;
 - 3.4 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 **FOUR HUNDRED SEVEN THOUSAND FIVE HUNDRED PESOS (Php407,500.00)** 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, PM snacks and dinner) to the **71** 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 September 8, 2025 and last meal is **PM snacks** on September 10, 2025.
- a.4 with unlimited coffee, purified drinking water, tea 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 twin/triple sharing rooms (single beds only);
 - b.2 one (1) room for program management team;
 - b.3 no bed mattress on the floor;
 - b.4 with 24-hour hot and cold shower and clean beddings, rooms and restroom.
- c. **The Function Hall and Facilities shall be:**
 - c.1 one (1) plenary hall that can accommodate **71** participants;
 - c.2 group workshop table for 71 participants (maximum of 6 pax per table);
 - 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 **three (3) LCD projectors and widescreens;**
 - c.4.2 at least **one (1) whiteboards with marker/s and erasers;**
 - c.4.3 **three (3) wireless microphones and complete set sound system;**
 - c.4.4 Podium/lectern
 - c.5 with unlimited access to internet connection (at least 50 mbps) and have Wi-Fi in all areas of the venue.
 - c.6 no pillars in the middle of the function room.
 - c.7 at least two (2) 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 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/quasi-judicial 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 8 Capacity and Authorization

The signatories to this contract hereby represent and warrant that they are 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 **SEP 05 2025** at **MAKATI CITY**, Philippines.

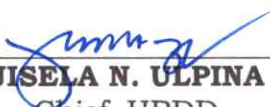
**Department of Education
Region IV-A CALABARZON**

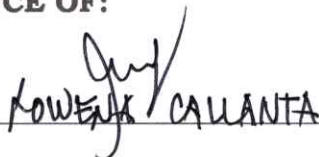

ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director

**GREEN SUN HOTEL MANAGEMENT,
INC.**


JASON B. HORCA
Sales Manager

SIGNED IN THE PRESENCE OF:


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


ROWENA CALANTA

Republic of the Philippines
MAKATI CITY S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of MAKATI, this SEP 05 2025, personally appeared:

Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	<u>DepEd Office ID No. 4529876</u>	
<u>Jason B. Horca</u>	<u>DRIVERS LICENCE No. 03-19-008840</u>	<u>3-11-2033</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 seven (7) 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. 243;
Page No. 50;
Book No. XLII;
Series of 2025.

ATTY. RENE MA. M. VILLA
~~Notary Public of Makati City~~
Appointment No. M-110
(Res) (2025 - 2026)
Until December 31, 2026
PTR No. 10467471, 01-03-2025; Makati City
IBP Lifetime No. 013595; 12-27-2013; I.C.
Roll No. 37226
MCLE Compliance No. VIII-0012754; 08-27-2024
Ground Floor, Makati Terraces Condominium
3650 Davila St., Tejeros, Makati City