



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-

GREAT EASTERN HOTEL, INC. a domestic corporation duly registered domestic corporation under the Philippine laws, with principal address at 1403 Quezon Ave. West Triangle District 1, Quezon City 1104, represented herein by its Account Officer, **MS. MERLE B. DACASIN**, hereinafter referred to as the **HOTEL COMPANY**.

WITNESSETH

WHEREAS, the **CLIENT** has undertaken the procurement of **LEASE OF VENUE WITH FOOD AND ACCOMMODATION FOR THE REGIONAL TRAINING OF SCHOOL LEADERS ON REVISED K TO 10 CURRICULUM IMPLEMENTATION FOR LOT 3 (BATANGAS CLUSTER) ON SEPTEMBER 29-OCTOBER 3, OCTOBER 6-10, 13-17, 20-24, 2025** to be conducted by the **Client**.

WHEREAS, the Approved Budget for the Contract (ABC) for **LOT 3 (BATANGAS CLUSTER)** is **ELEVEN MILLION THREE HUNDRED TWENTY THOUSAND PESOS (Php11,320,000.00)**;

WHEREAS, the 2016 Revised IRR of RA 9184, particularly Section 10, Rule IV thereof, states that all procurements shall be done through Competitive Bidding;

WHEREAS, Section 12.1 (j) Rule V of the 2016 Revised IRR of RA 9184 states that, the Bids and Awards Committee (BAC) shall recommend to the Head of the Procuring Entity (HOPE) the use of Alternative Methods of Procurement as provided in Rule XVI thereof;

WHEREAS, Section 53, rule XVI of the 2016 Revised IRR 9184 states that for purposes of economy and efficiency, the agency concerned may adopt Alternative Methods of Procurement such as Negotiated Procurement;

WHEREAS, Section 53.10, Rule XVI of the 2016 Revised IRR 9184 provides for Negotiated Procurement under the Lease of Real Property and Venue for official use, subject to Annex "H" of the 2016 IRR;

WHEREAS, pursuant to the specific guidelines for the Alternative Methods of Procurement, Item V-D 9(b)(i) of Annex "H" in the 2016 Revised IRR of RA No. 9184, states that:



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Website: depedcalabarzon.ph



Certificate No. PHP QMS
22 03 0086

"i. Publicly-owned vis-à-vis privately-owned real property and venue.

It is preferred that government agencies lease publicly-owned real property or venue from other government agencies.

If there is an available publicly-owned real property or venue that complies with the requirements of the Procuring Entity, it may enter into a contract of lease with the government-agency owner.

In the event that the Procuring Entity would resort to privately-owned real property or venue, the End-user unit shall justify that the same is more efficient and economical to the government."

WHEREAS, no other government facilities can accommodate said activity that complies with the specification of the End-User;

WHEREAS, the end-user decided to cater the services of the privately-owned venue that complies with their requirements;

WHEREAS, Rule XVI, Section 48.2 of the IRR of R.A. 9184, otherwise known as the "Government Procurement Reform Act of 2003" provides the general rule that public bidding is the general mode of procurement. However, the same section allows procuring entities to resort to alternative methods of procurement such as Negotiated Procurement subject to the approval of the Head of the Procuring Entity;

WHEREAS, Rule XVI, Section 53.10 of the IRR of R.A. 9184 allows Negotiated Procurement under Lease of Real Property and Venue as a mode of procurement subject to the approval of the Head of Procuring Entity;

WHEREAS, the BAC thru its Secretariat, initiated the procurement activity by requesting for quotation from four (4) prospective suppliers for **Lot 3** as follows: (1) Canyon Cove Hotel & Spa; (2) Great Eastern Hotel, Inc.; (3) Red Hotel, Inc.; and (4) Forest Crest Nature Hotel & Resort;

WHEREAS, three (3) suppliers submitted their respective proposals for **Lot 3** before the deadline for the submission of quotations, offering the following financial quotations, as read:

| NAME OF BIDDER | AMOUNT OF BID | REMARKS |
|---------------------------|---------------|-----------|
| GREAT EASTERN HOTEL, INC. | 11,037,000.00 | COMPLYING |
| RED HOTEL, INC. | 11,320,000.00 | COMPLYING |
| SELAH PODS HOTEL INC. | 11,320,000.00 | COMPLYING |

WHEREAS, on September 2, 2025, the end-user submitted its 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 **Regional Training Of School Leaders On Revised K to 10 Curriculum Implementation** scheduled on September 15-19, 22-26, September 29-October 3, October 6-10, 13-17, 20-24, 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:*

| LOT 3: BATANGAS CLUSTER | | | |
|---|----------------------------------|---|-------------------------|
| Specifications: | Great Eastern Hotel, Inc. | Red Hotel, Inc. | Selah Pods Hotel |
| Rooms that can accommodate 3-4 participants each (single beds and strictly mp sharing of beds) | Compliant | Compliant | Compliant |
| Six (6) breakout rooms that can accommodate 60 participants each. | Compliant | Not Compliant One big hall is divided into three breakout rooms; thus, the sound system of each session will overlap and cause distraction, and breakout rooms are too small to accommodate 50 participants per room. | Compliant |
| Fast and reliable internet connection (at least 50 Mbps). Most of the activities will require access to internet. | Compliant | Compliant | Compliant |
| Group workshop tables for 60 participants (maximum of 6 pax per table) | Compliant | Not Compliant Tables provided are too small to comfortably seat six (6) participants each, resulting in limited working space and difficulty in group activities that require space for collaboration. | Compliant |

-xxx-

WHEREAS, based on the result of the ocular inspection reflected in the Rating Factors and Determination of Reasonableness of Rental Rate for **Lot 3, GREAT EASTERN HOTEL, INC.** has been rated by with the score of **85.25%**, **RED HOTEL, INC.** has been rated by with the score of **79.70%**, and **SELAH PODS HOTEL INC.** has been rated by with the score of **92.65%**.

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

WHEREAS, upon evaluation or careful examination of the technical specification submitted, the BAC found that **GREAT EASTERN HOTEL, INC.**, is compliant with its proposal for **Lot 3** in the total amount of **ELEVEN MILLION THIRTY-SEVEN THOUSAND PESOS (Php11,037,000.00)** and is hereby declared as the Lowest Calculated and Responsive Quotation (LCRQ) for **Lot 3**.

WHEREAS, the Client invited Quotation for the Procurement of Lease of Venue with food and accommodation of the participants, in the "**LEASE OF VENUE WITH FOOD AND ACCOMMODATION FOR THE REGIONAL TRAINING OF SCHOOL LEADERS ON REVISED K TO 10 CURRICULUM IMPLEMENTATION FOR LOT 3 (BATANGAS CLUSTER) ON SEPTEMBER 29-OCTOBER 3, OCTOBER 6-10, 13-17, 20-24, 2025** and has accepted a Quotation of the **GREAT EASTERN HOTEL, INC.** for the Lease of Venue with food and accommodation in the sum of **ELEVEN MILLION THIRTY-SEVEN THOUSAND PESOS (Php11,037,000.00)** for **Lot 3**. (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

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) RAC Resolution;
- b) Abstract of Quotation;
- c) Ocular Inspection for Lease of Venue;
- 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 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 for **Lot 3** on **September 29-October 3, October 6-10, 13-17, 20-24, 2025** to the guaranteed number of 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 provision for backdrop for the activity; and Tarpaulin display/TV Monitor at Project Site, not to exceed 3" x 4"; optional for Projects not exceeding 5 days (COA Circ. No. dated January 30, 2013-004).
 - 3.3 a sufficient parking area for VIP and other guests.
 - 3.4 a personnel to respond to safety and security requirements of the government, 24-hour security, front desk and housekeeping services.
 - 3.5 a stand-by medical team in case of emergencies.
 - 3.6 provision of fire extinguishers in every floor/hallway and with clear emergency exit signs and maps per floor and per room respectively.
 - 3.7 able and willing to ensure provisions for participants and guests with special conditions, breastfeeding moms, PWD's, and other emergency situations.
 - 3.8 **can provide vehicle** to transport the PMT members and training materials to and from the Regional Office.
 - 3.9 Accessible means of transportation for the participants.

4. Do such other act 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 **ELEVEN MILLION THIRTY-SEVEN THOUSAND PESOS (Php11,037,000.00)** for **Lot 3** 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 **Client** 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 participants of the Client.
- 1.2 First meal is **Breakfast** on the first day (**September 29, 2025, October 6, 2025, October 13, 2025 and October 20, 2025**) and Last meal is **Packed PM Snacks** on the last day (**October 3, 2025, October 10, 2025, October 17, 2025 and October 24, 2025**) of the event.
- 1.3 Served by manage 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 provision of **five (5) breakout rooms** per activity date.
- 2.2 provision of **one (1) room** for program management team.
- 2.3 well-lighted and well ventilated.
- 2.4 availability of audio-visual equipment with stand-by assistant:
 - a. one (1) LCD projectors and wide screens per breakout room.
 - b. two (2) serviceable/wireless microphones and complete sound system for each breakout room.
 - c. **Group workshop tables** for 60 participants (maximum of 6 pax per table).

- 2.5** fast and reliable internet connection (at least 50 mbps).
Most of the activities will require access to internet.

3. The Room Accommodation shall be:

- 3.1 rooms that can accommodate 3-4 participants each (single beds and strictly no sharing of beds).
3.2 no bed mattress on the floor/pull-out beds.
3.3 with 24-hours hot and cold shower, clean beddings, rooms and restrooms.

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/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 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

SEP 10 2025 at QUEZON CITY, Philippines.

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

GREAT EASTERN HOTEL, INC.



ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director



MS. MERLE B. DACASIN
Account Officer

SIGNED IN THE PRESENCE OF:



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



NATHALIE M. NG
PRESIDENT
GREAT EASTERN HOTEL, INC.

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) SS.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, this SEP 10 2025, personally appeared:

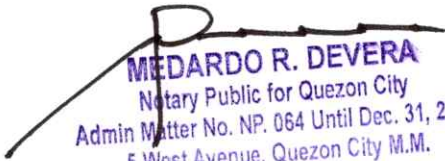
| Name | Identification No. | Expiration Date |
|-----------------------------------|-----------------------------|-----------------|
| <u>Atty. Alberto T. Escobarte</u> | DepEd Office ID No. 4529876 | |
| <u>Merle B. Dacasin</u> | SSS# 03-6457102-6 | |

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 eight (8) 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. 51;
Page No. 12;
Book No. XCVI;
Series of 2025.


MEDARDO R. DEVERA
 Notary Public for Quezon City
 Admin Matter No. NP. 064 Until Dec. 31, 2025
 5 West Avenue, Quezon City M.M.
 PTR No. 6989968/01-03-25
 IBP Lifetime Member No. 06378/Quezon Province
 MCLE Compliance VIII-0033161 / Valid Until April 2028
 Roll No. 32308