



Office of the Regional Director

CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into by and between:

DEPARTMENT OF EDUCATION, Region IV-A, a government agency with office address at Gate 2 Karangalan Village, Cainta, Rizal, represented by its Regional Director, **FRANCIS CESAR B. BRINGAS**, hereinafter referred to as the **CLIENT**.

-and-

SUNRISE RIDGE CORPORATION (SOLESTE SUITES), with principal address at No. 193 Katipunan Avenue, Blue Ridge, Quezon City, represented herein by its Operations Supervisor, **MARIFEL O. DE LOS SANTOS**, hereinafter referred to as the **HOTEL COMPANY**.

WITNESSETH

WHEREAS, the **CLIENT** needs the services of a contractor who will provide food and hotel accommodation to the participants in the "**REGIONAL SEMINAR-WORKSHOP ON THE CONSOLIDATION AND FINALIZATION OF FY 2023 BUDGET PROPOSAL**" on **March 14-18, 2022**.

WHEREAS, the Approved Budget for the Contract (ABC) is **ONE HUNDRED THOUSAND PESOS (Php100,000.00)**;

WHEREAS, Rule XVI, Section 48.2 of the IRR of RA 9184 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 53.9 of the IRR of RA 9184 allows Negotiated Procurement under Small Value Procurement as a mode of procurement subject to the approval of the Head of the Procuring Entity;

WHEREAS, the Request for Quotation (RFQ) was posted at the website of PhilGEPS, office website and conspicuous bulletin board of the regional office on February 28, 2022;

WHEREAS, RFQs were sent to at least three prospective suppliers;

WHEREAS, two (2) Suppliers submitted their respective proposal before the deadline for the submission of bids, offering the following financial bids, as read:

NAME OF BIDDER	AMOUNT OF BID
SUNRISE RIDGE CORPORATION (SOLESTE SUITES)	Php99,500.00
RICHWORLD HOTEL & RESORT CORP. (MAKATI PALACE HOTEL)	Php100,000.00

WHEREAS, upon evaluation or careful examination of the technical specification submitted by **RICHWORLD HOTEL & RESORT CORP. (MAKATI PALACE HOTEL)**, the BAC found that it was complying with the proposal amount of **ONE HUNDRED THOUSAND PESOS ONLY (Php100,000.00)**.

WHEREAS, after review and deliberation on proposal of the lowest read bidder, the BAC found the bidder compliant and responsive to the technical and financial requirements of the procurement activity hence, subsequently declared **SUNRISE RIDGE CORPORATION (SOLESTE SUITES)**, as the Lowest Calculated and Responsive Bidder (LCRB);

WHEREAS, under the latest resolution and guidelines of the Inter-Agency Task Force on Emerging Infectious Diseases (IATF-EID) issued on October 18, 2021, the Certificate of Authority to Operate and Safety Seal **Certificate issued by the Department of Tourism (DOT) applies in areas classified under General Community Quarantine (GCQ), GCQ with Heightened Restriction (GCQ-HR), or Alert Level 4 and Alert Level 3.**

WHEREAS, **SUNRISE RIDGE CORPORATION (SOLESTE SUITES)** is within Metro Manila under Alert Level 1.

WHEREAS, the Entity invited Bids for the Procurement for the hotel accommodation of the participants in the "**REGIONAL SEMINAR-WORKSHOP ON THE CONSOLIDATION AND FINALIZATION OF FY 2023 BUDGET PROPOSAL**" on March 14-18, 2022 and has accepted a Bid by the Hotel Company for food and hotel accommodation in the sum of **Ninety-Nine Thousand Five Hundred Pesos Only (Php99,500.00)**. (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 hotel accommodation on March 14-18, 2022, to Ten (10) participants of the client;
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.

Section 2 Responsibilities of the Client

The Client will pay the Hotel Company the guaranteed number of participants. The Client shall be charged or billed the amount of One Thousand Nine Hundred Ninety Pesos Only (Php1,990.00) per participant or the total amount of Ninety-Nine Thousand Five Hundred Pesos Only (Php99, 500.00) for the whole duration of the event.

Section 3 Supervision and Control

The Hotel Company shall exercise strict discipline, close supervision and exclusive control and administration over its personnel in accordance with law, ordinances and pertinent government rules and regulations as well as the rules and policies laid down by the CLIENT on the matter. In so far as enforcement of police and company rules and regulations related to safety is concerned, the CLIENT shall exercise supervision and control over the participants.

Section 4 Liability to Personnel and Third Parties

The Hotel Company is NOT an agent or employee of the CLIENT and the personnel to be assigned by the Hotel Company to the CLIENT are in no sense employees of the latter as they are for all intents and purposes employees of the Hotel Company.

Accordingly, the CLIENT shall not be responsible for any and all claims for personal injury caused to any of the personnel or to any third party where such injury arises out of or in the course of performance of said personnel.

Section 5 Hotel Accommodation Inclusions

In addition to the services offered mentioned above, the Hotel Company shall provide for the following inclusions:

a. Food

-Three (3) Meals and two (2) Snacks with attached menu options

b. Hotel Accommodation

- Two (2) or three (3) per room depend on the size of the room, Air conditioned, with TV and Hot and Cold Shower (must be compliant with social distancing protocol).

c. Function Hall

- Use of Air-conditioned Function hall (must be compliant with social distancing protocol)
- Use of LCD Projector and Wide Screen
- Basic Sound System with Two (2) Microphones
- Wifi Access
- Extension Cords
- 5 to 7 person for round table big depending the size to observe social distancing
- big halls good to observe social distancing

d. Stable Internet Connection

Section 6

Use of Hotel Parking Space

The Hotel Company shall allow the use of its parking space to the workshop participants free of charge.

Section 7

Assignment

This contract cannot be assigned by either party. In case assignment will be made, the party assigning must inform the other party of such arrangement at least one day prior to the activity.

Section 8

Termination of Contract

Either party may terminate this contract on any ground provided by law and for violation/s of the provisions of this contract. In such case, the party terminating shall serve a written notice to the other party at least one (1) day prior to the effectivity of termination.

Section 9

Venue of Action

In case an action will arise from this agreement, the venue of the action shall be in Taytay, Rizal or Pasig City only.

Section 10

Warranty

The Hotel Company hereby warrants and attest that the signatory in this contract is duly authorized by the Board and / or its Management to sign for and its behalf.

Section 11

Other conditions of the contract

The Hotel Company shall cause the notarization of this contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands, this day of _____ at _____, Philippines.


MAR 23 2022

Quezon City

Department of Education
Region IV-A CALABARZON

SUNRISE RIDGE CORPORATION
(SOLESTE SUITES)


FRANCIS CESAR B. BRINGAS
Regional Director


MARIFEL O. DE LOS SANTOS
Operations Supervisor

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Quezon City, this _____, personally appeared:

MAR 23 2022

Name

Identification No.

Expiration Date

Francis Cesar B. Bringas

Non-Professional Driver's
License No. A08-89-001189

2023/10/02


Marifel O. De Los Santos

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 five (5) 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. TKS
Page No. 24
Book No. LH
Series of 2021


Notary Public
ATTY. RUBEN M. AZANES, JR.
NOTARY PUBLIC
UNTIL DECEMBER 31, 2022
PTR NO. 2463598D, 01/03/2022- QUEZON CITY
IBP NO. 178672, 01/03/2022- Quezon City Chapter
Roll of Attorney's No. 46427
Admin Matter No. 804
MCLE -VI-0030360-02-10-2020
TIN: 140-394-286-000
Unit 2 UGF-2 Opulent Bldg. Socorro, Quezon City