



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-

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**.

W I T N E S S E T H

WHEREAS, the **CLIENT** needs the services of a contractor who will provide food and hotel accommodation to the participants in the **“OFFICE OF THE REGIONAL DIRECTOR (ORD) PROGRAM IMPLEMENTATION REVIEW (PIR) AND DIVISION PROCESS REVIEW (DPR)”** on **September 29-30, 2022**.


WHEREAS, the Approved Budget for the Contract (ABC) is **SIXTY THOUSAND PESOS ONLY (Php60,000.00)**;

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 methods 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, 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 in the Philippine Government Electronic Procurement System (PhilGEPS) website on September 17, 2022, office website and conspicuous bulletin board in the premises of this Office on September 16-21, 2022;

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

1. The First Villa Cristina Hotel & Resort Inc.;
2. Ciudad Christhia Resort; and 



Address: Gate 2, Karangalan Village, Cainta, Rizal
Telephone Nos.: 02-8682-5773/8684-4914/8647-7487
Email Address: region4a@deped.gov.ph
Website: depedcalabarzon.ph



3. Gems Hotel Antipolo City;

WHEREAS, one (1) Suppliers submitted its proposal; the Hotel Company proposed in the amount of **FIFTY-NINE THOUSAND EIGHT HUNDRED FIFTY PESOS ONLY (Php59,850.00)**. Thus, the **Hotel Company** is declared as the lone bidder;

WHEREAS, after review and deliberation on proposal, the **Hotel Company** complied with the requirements and declared as the Single Calculated and Responsive Bid (SCRB);

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, **Hotel Company** 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 **“OFFICE OF THE REGIONAL DIRECTOR (ORD) PROGRAM IMPLEMENTATION REVIEW (PIR) AND DIVISION PROCESS REVIEW (DPR)”** on September 29-30, 2022 and has accepted a Bid by the Hotel Company for food and hotel accommodation in the sum of **FIFTY-NINE THOUSAND EIGHT HUNDRED FIFTY PESOS ONLY (Php59,850.00)**. (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 September 29-30, 2022 to Fifteen (15) 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** shall:

1. Pay the **Hotel Company** the guaranteed number of participants
2. Agrees that it shall be charged or billed the amount One Thousand Nine Hundred Ninety-Five Pesos Only (**Php1,995.00**) per participant for the food and hotel accommodation or the total amount of Fifty-Nine Thousand Eight Hundred Fifty Pesos Only (**Php59,850.00**) for the whole duration of the event;
3. 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 **Hotel Company** on the matter

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 **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 6 **Inclusions in the services**

The **Hotel Company** shall provide for the following:

a. Foods

- First Day (Breakfast, AM Snacks, Lunch, PM Snacks and Dinner)
- Second Day (Breakfast, AM Snacks, Lunch and PM Snacks)
- Free Flowing Coffee, and Milo in sachet

b. Function Hall

- Should have a good sound system with at least two (2) wireless microphones with an operator who will assist the team for the entire duration.
- The capacity of the session hall should accommodate participants that follows social distancing guidelines
- Availability of the following:
 - Effective, efficient and reliable internet connection conducive for hybrid set-up
 - LCD Projectors for the function hall
 - Extension cords
 - Functional air condition unit 

c. Room Accommodation:

-Each room for maximum of Triple Sharing

d. Others

-Available in-house nurse/medic when needed

e. Safety Protocols:

-The venue should follow the IATF Safety Protocol Guidelines

-Alcohol must be in the areas that can easily be accessed by the participants

Section 7

Use of Hotel Parking Space

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

Section 8

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 9

Venue of Action

The parties shall make every effort to resolve amicably and by mutual consultation any or all disputes or differences arising between the Parties in connection with the implementation of this Contract. Should such dispute not be resolved amicably, it shall be submitted to arbitration in the Philippines according to the provisions of Presidential Decree No. 242 and Executive Order No. 292. Provided, however, that by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

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

Section 10

Warranty

The **Client** 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

- 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.

To the Honorable Secretary of the Department of the Interior, Washington, D.C.

Dear Sir:

Reference is made to your letter of the 11th instant.

Enclosed for you are two copies of the report of the

Department of the Interior, Bureau of Land Management, dated

the 11th instant, and a copy of the report of the

Department of the Interior, Bureau of Land Management, dated

the 11th instant, and a copy of the report of the Department of the Interior, Bureau of Land Management, dated the 11th instant.

Very truly yours,

W. A. Rorer

Director

Enclosure

Very truly yours,

W. A. Rorer

Director

The enclosed report of the Department of the Interior, Bureau of Land Management, dated the 11th instant, and a copy of the report of the Department of the Interior, Bureau of Land Management, dated the 11th instant, and a copy of the report of the Department of the Interior, Bureau of Land Management, dated the 11th instant.

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