



Republic of the Philippines  
**Department of Education**  
REGION IV-A CALABARZON

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**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 "**TARGET SETTING OF ADMINISTRATIVE SERVICES DIVISION PERSONNEL FY2023**" on **December 8-9, 2022**.

**WHEREAS**, the Approved Budget for the Contract (ABC) is **ONE HUNDRED TWENTY THOUSAND PESOS ONLY (Php120,000.00)**;

**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 at the website of PhilGEPS, on November 23, 2022, at office website and conspicuous bulletin board of the regional office on November 22, 2022 to November 28, 2022;

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

1. Sunrise Ridge Corporation (Soleste Suites);
2. Red Hotel; and
3. B Hotel Leisure Corporation;

*[Handwritten signature]*



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



**WHEREAS**, one (1) Suppliers submitted its proposal; the **Hotel Company** proposed in the amount of **ONE HUNDRED NINETEEN THOUSAND SEVEN HUNDRED PESOS ONLY (Php119,700.00)**. 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**, the Entity invited Bids for the Procurement for the hotel accommodation of the participants in the **"TARGET SETTING OF ADMINISTRATIVE SERVICES DIVISION PERSONNEL FY2023"** on December 8-9, 2022 and has accepted a Bid by the Hotel Company for food and hotel accommodation in the sum of **ONE HUNDRED NINETEEN THOUSAND SEVEN HUNDRED PESOS ONLY (Php119,700.00)**. (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 December 8-9, 2022 to Thirty (30) 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 *One Hundred Nineteen Thousand Seven Hundred Pesos Only (Php119,700.00)* 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

*[Handwritten Signature]*

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**

1. Manage buffet for breakfast, lunch and dinner
2. First Day – complete meal (Breakfast, AM snacks, Lunch, PM Snacks and Dinner)
3. Last Day – complete meal (Breakfast, AM snacks, Lunch, PM Snacks and Dinner)
4. Free flowing coffee, tea and milo in sachet

##### **b. Session Hall**

1. 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.
2. The capacity of the session hall should accommodate participants that follows social distancing guidelines
3. 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**

1. Maximum of triple sharing rooms (single beds)
2. With towel and toiletries (soap, shampoo, toothbrush & toothpaste)
3. Satellite TV and Free Wifi access

##### **d. Others Concerns**

1. Accessible means of transportation
2. Free parking for the duration of the stay
3. Free use of Amenities

*JOB PMS*

4. Able and willing to ensure provisions for participants and guest with special conditions, example: breastfeeding moms, PWDs, and other emergency situations.
5. Available in-house nurse/medic when needed
6. Alcohol/sanitizer must be in the areas that can easily be accessed by the participants.
7. Responsive to safety and security requirements of the government.

#### 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 attests 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.

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IN WITNESS WHEREOF, the parties have hereunto set their hands, this day of

DEC 16 2022

at Quezon City, Philippines.

Department of Education  
Region IV-A CALABARZON

Sunrise Ridge Corporation  
(Soleste Suites)

ATTY. ALBERTO T. ESCOBARTE, CESO II  
Regional Director

MARIFEL O. DE LOS SANTOS  
Hotel Operations Supervisor

SIGNED IN THE PRESENCE OF:

ANN GERALYN T. PELIAS  
Chief Administrative Officer  
Administrative Services Division

ANGEL / ROSE D. SARZUELA  
GUEST SERVICES ASSISTANT

Republic of the Philippines  
Quezon City S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Quezon City, this DEC 16 2022, personally appeared:

Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	<u>DepEd Office ID No. 4529876</u>	_____
<u>Marifel O. De Los Santos</u>	<u>Company ID No. 05-5057</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 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.

ATTY. RUBEN M. AZAÑES, JR.  
 NOTARY PUBLIC  
 UNTIL DECEMBER 31, 2022  
 PTR NO. 2403500D, 01/03/2022-QUEZON CITY  
 IBP NO. 178672, 01/03/2022-Quezon City Chapter  
 Roll of Attorney's No. 46427  
 Admin Matter No. 004  
 MCLE-VII-0018605-05-24-2022  
 TIN: 140-394-366-000  
 Unit 2 UGF-2 Opulent Bldg. Socorro, Quezon City

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 Book No. LXXVIII  
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**Notary Public**