



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 Acting Hotel Operations Supervisor, **BERNALIZA B. 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 **“RECALIBRATION OF DIVISION PROCESSES AND DEVELOP A RESEARCH DESIGN ON THE EDUCATION SUPPORT SERVICES PROGRAM”** on **March 22-23, 2023**.

**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**, the Request for Quotation (RFQ) was posted in the Philippine Government Electronic System (PhilGEPS) on March 11, 2023, office website and conspicuous bulletin board in the premises of this Office starting on March 10, 2023 to March 14, 2023;

**WHEREAS**, RFQs were sent to at least three (3) prospective suppliers namely:

1. Sunrise Ridge Corporation (Soleste Suites);
2. Redhotel Inc.; and
3. B Hotel.



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**, two (2) suppliers submitted their respective proposals before the deadline for the submission of bids, offering the following financial bids, as read:

<b>NAME OF BIDDER</b>	<b>AMOUNT OF BID</b>
Sunrise Ridge Corporation (Soleste Suites)	Php59,700.00
Redhotel Inc.	Php60,000.00

**WHEREAS**, upon evaluation or careful examination of the technical specification submitted by **SUNRISE RIDGE CORPORATION (SOLESTE SUITES)**, the BAC found that it was complying with the proposal amount of **FIFTY-NINE THOUSAND SEVEN HUNDRED PESOS ONLY (Php59,700.00)**.

**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**, the Entity invited Bids for the Procurement for the hotel accommodation of the participants in the **“RECALIBRATION OF DIVISION PROCESSES AND DEVELOP A RESEARCH DESIGN ON THE EDUCATION SUPPORT SERVICES PROGRAM”** on March 22-23, 2023 and has accepted a Bid by the Hotel Company for food and hotel accommodation in the sum of **Fifty-nine Thousand Seven Hundred Pesos Only (Php59,700.00)**. (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 March 22-23, 2023 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 Pesos Only (Php1,900.00)* per participant for the food and hotel accommodation or the total amount of *Fifty-Nine Thousand Seven Hundred Pesos Only (Php59,700.00)* 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 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/Meals**

1. First meal: Breakfast (First Day)
2. Last meal: PM Snacks (Last Day)
3. Any type of buffet with stand-by waiters (Breakfast, Lunch and Dinner)
4. For breakfast: e.g. \_ main dishes, rice, bread, choice of hot tea/chocolate or coffee;
5. For lunch and dinner: e.g. \_ main dishes (fish, choice of meat: chicken/pork/beef, and vegetables subject to menu selection), soup, rice, dessert: fruit or salad and drinks. (Purely vegetarian or halal food may be required during the event proper);
6. AM and PM snacks with drinks;
7. Free flowing coffee and/or tea;
8. Candies, and stand-by waiters.

#### **b. Function Room:**

1. **Can accommodate at least 20 pax in a Conference or Parliamentary set-up;**
2. Well-lighted and well ventilated;

3. Availability of audio-visual equipment with stand-by assistant;
    - At least **one (1) LCD Projector and wide screens,**
    - At least **one (1) Whiteboard with marker/s and erasers,**
    - Complete set sound system, at least **five (5) extension cords** for laptops,
    - **Two (2) wireless microphones,** and
    - Podium/lectern, etc.
  4. Unlimited access to internet /Wi-Fi in all areas of venue;
  5. At least **one (1) table** for the Secretariat (Registration Area);
  6. No pillars in the middle of the function room.
- c. Room Accommodation**
1. **At least five (5) Triple Sharing rooms** for participants
  2. No bed mattress on the floor
  3. 24-hours Hot and Cold Shower, Clean Beddings, Rooms and Restroom
  4. Check-in time: **7:30 AM**
  5. Check-out time: **5:00 PM**
- d. Another Requirement/s:**
1. Maintain cleanliness-function hall, restrooms, sleeping quarters, hallway, coffee/tea area, and dining area;
  2. Provision for backdrop for the activity; and Tarpaulin display at Project Site, not exceed 3" x 4"; optional for Projects not exceeding 5 days (COA Circ. 2013-004);
  3. With appropriate and sufficient parking area for VIP and other Guests;
  4. With 24-hours security, front-desk and housekeeping services.

#### 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 amicable 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.

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

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

**Sunrise Ridge Corporation  
(Soleste Suites)**

**ATTY. ALBERTO T. ESCOBARTE, CESO II**  
Regional Director

**BERNALIZA B. SANTOS**  
Acting Hotel Operations Supervisor

**SIGNED IN THE PRESENCE OF:**

**MICHAEL GIRARD R. ALBA**  
Chief EPS, ESSD

\_\_\_\_\_

Republic of the Philippines  
Quezon City S.S.

**ACKNOWLEDGMENT**

Quezon City

**BEFORE ME**, a Notary Public for and in the City of \_\_\_\_\_, this MAR 25 2023, personally appeared:


Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	<u>DepEd Office ID No. 4529876</u>	_____
<u>Bernaliza B. Santos</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 six (6) 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. 146;  
Page No. 21;  
Book No. 21;  
Series of 2023.

**Notary Public**  
  
**ATTY. RUBEN M. AZANES, JR.**  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2023  
PTR NO. 40293250, 01/08/2023-Q.C.  
IBP NO. 293181, 01/10/2023- Quezon City Chapter  
Roll of Attorney's No. 46427  
Admin Matter No. 025(2023-2024)  
MCLE-VII-0018805-05-24-2022  
TIN: 140-394-386-000  
Unit 2 UGF-2 Opulent Bldg. Socorro (f), Quezon City