

### 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 TV-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 **CLIENT**.

-and-

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

#### WITNESSETH

WHEREAS, the CLIENT will be conducting the "TRAINING ON REPUBLIC ACT NO. 9184 ALSO KNOWN AS THE GOVERNMENT PROCUREMENT REFORM ACT (GPRA) AND ITS 2016 REVISED IMPLEMENTING RULES AND REGULATIONS (R-IRR)" on August 23-25, 2023;

WHEREAS, the Approved Budget for the Contract (ABC) is ONE HUNDRED EIGHTY THOUSAND PESOS ONLY (PhP180,000.00);

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 method 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 August 8, 2023, office website and conspicuous bulletin board in the premises of this Office starting on August 7, 2023 to August 11, 2023

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

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

WHEREAS, two (2) suppliers submitted their respective proposals 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)	PhP179,550.00
Loreland Farm Resort	PhP180,000.00



Address: Gate 2, Karangalan Village, Cainta, Rizal

Telephone No.: 02-8682-2114

Email Address: region4a@deped.gov.ph

Website: depedcalabarzon.ph



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**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 of the hotel accommodation and food of the participants in the "TRAINING ON REPUBLIC ACT NO. 9184 ALSO KNOWN AS THE GOVERNMENT PROCUREMENT REFORM ACT (GPRA) AND ITS 2016 REVISED IMPLEMENTING RULES AND REGULATIONS (R-IRR)" on August 23-25, 2023 and has accepted a Bid of SUNRISE RIDGE CORPORATION (SOLESTE SUITES) for food and hotel accommodation in the sum of ONE HUNDRED SEVENTY-NINE THOUSAND FIVE HUNDRED FIFTY PESOS ONLY (Php179,550.00). (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 August 23-25, 2023 to the 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 of One Thousand Nine Hundred Ninety-Five Pesos Only (Php1,995.00) per participants, for the food and hotel accommodation or the total amount of One Hundred Seventy-Nine Thousand Five Hundred Fifty Pesos Only (Php179,550.00) 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 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.

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### Section 4 Inclusions in the services

The Hotel Company shall provide for the following:

#### a. Food

- 1. First meal: Breakfast (First Day)
- 2. Last meal: PM Snacks (Last Day)
- 3. Any type of buffet with stand-by waiters (Breakfast, Lunch, Dinner);
- 4. For breakfast: e.g. \_main dishes, rice, bread, choice of hot tea/chocolate of coffee;
- 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;
- 7. Free flowing coffee and/or tea;
- 8. Candies, and stand-by waiters.

### b. Hotel/Room Accommodation

- 1. At least Double/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. No bed sharing
- 5. Check-in time: 8:00 AM
- 6. Check-out time: 4:00 PM

#### c. Function Room

- Can accommodate at least 30 pax in a conference 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,
  - Three (3) wireless microphones, and one (1) microphone stand, and
  - Podium/lectern, etc.
- 4. Unlimited access to internet/Wi-Fi in all areas of venue:
- 5. At least **two (2)** tables for the Secretariat (Registration Area);
- 6. No pillars in the middle of the function room.

#### d. Other Requirements

- 1. Maintaining 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 Projectors not exceeding 5 days (COA Circ. 2013-004);
- 3. With appropriate and sufficient parking area for VIP and other Guests;
- 4. With 24-hour security, front-desk and housekeeping services; and



# Section 5 Use of Hotel Parking Space

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

### Section 6 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 7 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.

# Section 8 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 9 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;
- 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 Ouezon City, Philippines.

Department of Education Region IV-A CALABARZON

ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director

Sunrise Ridge Corporation (Soleste Suites)

BERNALIZA A. SANTOS Hotel Operations Supervisor

SIGNED IN THE PRESENCE OF:

**ANN GERALYN T. PELIAS**Chief Administrative Officer, ASD

Republic of the Philippines	
Quezon City	S.S.

#### ACKNOWLEDGMENT

BEFORE ME, a Notar	y Public for and in the City of ly appeared:	Quezon City, this
Name	Identification No.	<b>Expiration Date</b>
Atty. Alberto T. Escobarte	DepEd Office ID No. 4529876	
Bernaliza A. Santos		
who are known to me and to foregoing instrument and ack voluntary act and deed.	o me known to be the same per knowledged to me that the same i	rsons who executed the is their own free act and

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. 493; Page No. 100; Book No. 108 ..; Series of 2023.

Notary<sub>/</sub>Public

ATTY, RUSE NOTAY PUX IC UNTIL DECEMBER 31, 2023 PTR NO. 4029325D, 01/08/2023-Q.C.

IBP NO. 293181, 01/10/2023 - Quezon City Chapter Roll of Attorney's No.46427 Admin Metter No.025(2023-2024) MGLE-VII-0018605-05-24-2022 TIN:140-394-386-000

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