



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 **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 **“REVISION OF THE 3RD BATCH STORYBOOK FOR KINDERGARTEN TO GRADE 3 LEARNERS FOR THE NATIONAL READING PROGRAM SUPPLEMENTARY READING MATERIALS”** on **September 25-29, 2023**.

WHEREAS, the Approved Budget for the Contract (ABC) is **THREE HUNDRED THOUSAND PESOS ONLY (Php300,000.00)**;

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 September 12, 2023, office website and conspicuous bulletin board in the premises of this Office starting September 11, 2023 to September 15, 2023;

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

1. Sunrise Ridge Corporation (Soleste Suites);
2. Red Hotel Inc.; and
3. Manila Grand Opera Hotel.

WHEREAS, five (5) suppliers submitted their respective proposals before the deadline for the submission of bids, offering the following financial bids, as read:



Address: Gate 2, Karangalan Village, Cainta, Rizal
Telephone No.: 02-8682-2114
Email Address: region4a@deped.gov.ph
Website: depedcalabarzon.ph



NAME OF BIDDER	AMOUNT OF BID
Sunrise Ridge Corporation (Soleste Suites)	PhP277,500.00
Jade Hotel and Suites Corporation	PhP285,000.00
Red Hotel Inc.	PhP285,000.00
Rosemead Inn Inc. (Hotel Dreamworld)	PhP292,500.00
Great Eastern Hotel, Inc.	PhP300,000.00

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 **TWO HUNDRED SEVENTY-SEVEN THOUSAND FIVE HUNDRED PESOS ONLY (PhP277,500.00)**.

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 **"REVISION OF THE 3RD BATCH STORYBOOK FOR KINDERGARTEN TO GRADE 3 LEARNERS FOR THE NATIONAL READING PROGRAM SUPPLEMENTARY READING MATERIALS"** on September 25-29, 2023 and has accepted a Bid by the Hotel Company for food and hotel accommodation in the sum of **Two Hundred Seventy-Seven Thousand Five Hundred Pesos Only (PhP277,500.00)**. (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 September 25-29, 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 **One Thousand Eight Hundred Fifty Pesos Only (PhP1,850.00)** per participant for the food and hotel accommodation or the total amount of **Two Hundred Seventy-Seven Thousand Five Hundred Pesos Only (PhP277,500.00)** 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 **Hotel Company** hereby understands that the focal person must be the one responsible for the immediate processing of payments.

Section 4 **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. Meals for breakfast, AM and PM snacks, lunch and dinner
4. Purified drinking water, hot and cold, mess hall and dining area;
5. Free flowing coffee (brewed), tea and hot chocolate

b. Function Room:

1. Strong internet connection with a minimum of 150 mbps;
2. Frequently sanitized grand/spacious hall that can accommodate (105 pax – day 1 and 80 pax – days 2&3 in one seating;
3. Function hall is ready for registration at 6:00am;
4. Free use of 1 function room or wide lobby/area for display and set up of the presentation of LRs;
5. With 2 LCD and widescreen and printer extension cords, quality sound system, microphone & microphone stands, whiteboard with markers;
6. Provision of medical personnel, 70% Solution Alcohol, and non-contact thermometer

c. Room Accommodation

1. Can accommodate 30 participants for Twin Sharing/Standard Sharing room accommodation to observe health protocols;

d. Another Requirement/s:

1. Free tarpaulin at least 2 pc-Outside and Main Hall hanging with DepEd CALABARZON Logo
2. Parking slots for participants up to 10 slots

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 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.

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

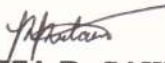
- a. In case of damage to the property of the participants of the **Client** caused by negligence of the personnel of the **Hotel Company**, the **Hotel Company** shall be liable for the damages;
- b. Necessary medical services and facilities shall be the responsibility and for the account of the **Hotel 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 OCT 06 2023 at Quezon City 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:

VIERNALYN M. NAMA
Chief EPS, CLMD

Republic of the Philippines
_____ S.S.

Quezon City

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Quezon City, this OCT 06 2023, personally appeared:

Name	Identification No.	Expiration Date
Atty. Alberto T. Escobarte	DepEd Office ID No. 4529876	_____
Bernaliza B. 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.

Notary Public

Doc. No. ...52...;
Page No. ...12...;
Book No. ...114...;
Series of 2023. QMO


ATTY. RUBEN M. AZANES, JR.
 NOTARY PUBLIC
 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 Matter No. 025(2023-2024)
 MCLE-VII-0018605-05-24-2022
 TIN: 140-394-386-000
 Address: Suntrust Condo, Centrai, Q.C.