



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



Legal-CO01-2023-359

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 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 **"TARGET SETTING FOR FY 2024 OPCR AND IPCR FOR ADMINISTRATIVE SERVICES DIVISION PERSONNEL"** on **December 6-8, 2023**.

WHEREAS, the Approved Budget for the Contract (ABC) is **ONE HUNDRED THIRTY-EIGHT THOUSAND PESOS ONLY (Php138,000.00)**;

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 November 16, 2023, office website and conspicuous bulletin board in the premises of this Office starting November 15, 2023 to November 20, 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. Camelot Hotel.

WHEREAS, two (2) 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



Certificate No. PHP QMS
22 93 0085

NAME OF BIDDER	AMOUNT OF BID
Sunrise Ridge Corporation (Soleste Suites)	PhP131,100.00
Red Hotel Inc.	PhP138,000.00

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 **ONE HUNDRED THIRTY-ONE THOUSAND ONE HUNDRED PESOS ONLY (PhP131,100.00)**.

WHEREAS, after review and deliberation on proposal **SUNRISE RIDGE CORPORATION (SOLESTE SUITES)**, complied with the requirements and is hereby declared 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 **"TARGET SETTING FOR FY 2024 OPCR AND IPCR FOR ADMINISTRATIVE SERVICES DIVISION PERSONNEL"** on December 6-8, 2023 and has accepted a Bid by the Hotel Company for food and hotel accommodation in the sum of **ONE HUNDRED THIRTY-ONE THOUSAND ONE HUNDRED PESOS ONLY (PhP131,100.00)**. (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 6-8, 2023 to the **Twenty-Three (23)** 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 total amount of **ONE HUNDRED THIRTY-ONE THOUSAND ONE HUNDRED PESOS ONLY (PhP131,100.00)** 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
2. Last meal: PM Snacks
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/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 the event proper)
6. AM and PM snacks with drinks
7. Free flowing tea/chocolate/coffee
8. Candies; and Stand-by waiters

b. Function Room:

1. **Can accommodate at least 23 pax** in a **cabaret set-up**;
2. Well-lighted and well ventilated
3. Availability of audio-visual equipment with stand-by assistant;
 - At least **one (1) LCD projector/TV**,
 - At least **one (1) Whiteboard with marker/s and erasers**
 - Complete set sound system, at least **six (6) extensions cords** for laptops
 - **Two (2) microphones** (2 wireless & 0 wired 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 two (2) Single/Double Sharing rooms**
2. **At least six (6) Triple Sharing rooms** for participants
3. No bed mattress on the floor
4. 24-hours Hot and Cold Shower, Clean Beddings, Rooms, and Restrooms
5. Check-in time: **7:30 AM**
6. Check-out time: **5:00 PM**

d. Another Requirement/s:

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 to 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-hour security, front-desk, and housekeeping services.

Handwritten initials in blue ink.

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
Capacity and Authorization

Each of the parties to this contract hereby represents and warrants to the other that it is duly authorized and empowered to execute, deliver and perform this contract and that such action does not conflict with or violate any provision of law, regulation, policy, contract, deed of trust or other instrument to which it is a party or by which it is bound and that this contract constitutes a valid and binding obligation of it enforceable in accordance with its terms.

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 _____, Philippines.

DEC 04 2023
Quezon City

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

**Sunrise Ridge Corporation
(Soleste Suites)**


ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director


BERNALIZA B. SANTOS
Hotel Operations Supervisor

SIGNED IN THE PRESENCE OF:

ANN GERALYN T. PELIAS
Chief Administrative Officer, ASD
DepEd Region IV-A CALABARZON

Republic of the Philippines
_____ S.S.

Quezon City

ACKNOWLEDGMENT

DEC 04 2023 BEFORE ME, a Notary Public for and in the City of Quezon City, this _____, 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. 79;
Page No. 17;
Book No. 121;
Series of 2023.

ATTY. RUBEN MAZANES, 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, Central, Q.C.