



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)**, a domestic corporation duly registered under the Philippine laws, with principal address at No. 193 Katipunan Avenue, Blue Ridge, Quezon City, represented herein by its Hotel Operations Manager, **BERNALIZA B. 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 **“COMPREHENSIVE MONITORING AND EVALUATION OF EDUCATION FACILITITES CUM INTERFACE WITH THE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS (DPWH) 1<sup>ST</sup> CONDUCT”** on **May 21-22, 2024**.

**WHEREAS**, the Approved Budget for the Contract (ABC) is **TWO HUNDRED THIRTY-TWO THOUSAND PESOS ONLY (PhP232,000.00)**;

**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 Procurement System (PhilGEPS) on April 24, 2024, at the website of DepEd Region IV-A CALABARZON, and conspicuous bulletin board in the premises of DepEd Region IV-A CALABARZON on April 23, 2024 to April 29, 2024;

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

1. The Linden Suites;
2. Great Eastern Hotel Inc.; and
3. Azteco Corporation (Axiaa Hotel).

**WHEREAS**, five (5) suppliers submitted their respective proposals before the deadline for the submission of quotations, 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
Oracle Hotel and Residence Corp.	PhP181,900.00
Sunrise Ridge Corporation (Soleste Suites)	PhP211,700.00
Great Eastern Hotel, Inc.	PhP214,600.00
Azteco Corporation (Axiaa Hotel)	PhP217,384.00
Sunny Glades Properties Corporation (Tagaytay Haven)	PhP225,620.00

**WHEREAS**, on April 29, 2024, the End-User conducted an ocular inspection at **ORACLE HOTEL AND RESIDENCE CORP.** being the Lowest Calculated Quotation (LCQ);

**WHEREAS**, based on the ocular inspection, the following were observed:

- a. The conference is not well-lit. The recommended illuminance level for a conference room shall be a minimum of 300 lux, however, the conference room at the Oracle Hotel and Residence Corp. is 134-147 lux only;
- b. Slow internet connectivity and not accessible in all areas of the venue;
- c. There are existing columns in the middle of the function room; and
- d. Limited Parking.

**WHEREAS**, upon evaluation or careful examination of the documents and the ocular inspection report submitted by the End-User, the BAC found that **ORACLE HOTEL AND RESIDENCE CORP.** quotation is not responsive based on the above reason stated;

**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 ELEVEN THOUSAND SEVEN HUNDRED PESOS ONLY (PhP211,700.00)**;

**WHEREAS**, after review and deliberation on the proposal, **SUNRISE RIDGE CORPORATION (SOLESTE SUITES)** complied with the requirements and declared as the Lowest Calculated and Responsive Quotation (LCRQ);

**WHEREAS**, the Entity invited Bids for the Procurement for the hotel accommodation of the participants in the **"COMPREHENSIVE MONITORING AND EVALUATION OF EDUCATION FACILITIES CUM INTERFACE WITH THE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS (DPWH) 1<sup>ST</sup> CONDUCT"** on May 21-22, 2024 and has accepted a Bid by the Hotel Company for food and hotel accommodation in the sum of **TWO HUNDRED ELEVEN THOUSAND SEVEN HUNDRED PESOS ONLY (PhP211,700.00)**. (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 May 21-22, 2024 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 total amount of **TWO HUNDRED ELEVEN THOUSAND SEVEN HUNDRED PESOS ONLY (Php211,700.00)** 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 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. The meals shall be:**

- a.1** Complete meal (breakfast, AM snacks, lunch, PM snacks and dinner) to the **fifty-eight (58)** participants of the Client;
- a.2** First meal is **breakfast** of May 21, 2024 and last meal is **PM snacks** of May 22, 2024;
- a.3** Any type of buffet with stand-by waiters during Breakfast, Lunch and Dinner;
- a.4** Free flowing coffee, and/or tea;
- a.5** AM and PM Snacks with drinks;
- a.6** Candies and stand-by waiters

**b. The Lodging shall be:**

- b.1** At least 20 Triple sharing rooms for participants 38 male and 20 female (no bed sharing);
- b.2** No mattress on the floor;
- b.3** 24-hours Hot and Cold shower, Clean beddings, Rooms and Restroom
- b.4** Check-in time is 12:00 PM and check-out time is 5:00PM

**c. The Function Hall and Facilities shall be:**

- c.1** well-lighted and well ventilated;
- c.2** can accommodate at least 58 participants in a conference-type set-up and at least three (3) break out rooms;
- c.3** availability of audio-visual equipment with stand-by assistant such as:
  - c.3.1** two (2) LCD projectors and wide screens;
  - c.3.2** two (2) whiteboard with marker/s and erasers;
  - c.3.3** complete set of sound system, at least ten (10) extension cords for laptops;

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**c.3.4** five (4) wireless microphones, and 1 microphone stand

**c.3.5** podium/lectern

**c.4** Unlimited access to internet/Wi-fi in all areas of venue

**c.5** at least two (2) tables for the Secretariat (Registration)

**c.6** no pillars in the middle of the function room.

**d. Other shall be provided:**

**d.1** Maintaining cleanliness-function hall, restrooms, sleeping quarters, hallway, coffee/choco/tea area, and dining area;

**d.2** Appropriate and sufficient parking area for VIP and other guests;

**d.3** 24-hour security, front-desk and housekeeping services

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**

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- 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 MAY 21 2024 at \_\_\_\_\_, Philippines.

**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 Manager

**SIGNED IN THE PRESENCE OF:**

\_\_\_\_\_  
**EDUARDA M. ZAPANTA**  
Chief, ESSD  
DepEd Region IV-A CALABARZON

Republic of the Philippines  
\_\_\_\_\_  
**Quezon City** S.S.

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public for and in the City of **Quezon City**, this MAY 21 2024, 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 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. 366;  
Page No. 75;  
Book No. 172;  
Series of 2024.

**ATTY. RUBEN M. AZORES, JR.**  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2024  
PTR No. 5555119, 01/02/2024-Q.C.  
IBP No. 384112, 01/01/2024-Quezon City Chapter  
Roll of Attorney's No. 45427  
Admin Matter No. 025(2023-2024)  
MCLE-VII-0018605-05-24-2022  
TIN: 140-394-386-000  
Bagong Lipunan Crame Q.C.