



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-

SARITA RESIDENCES & LEISURE MANAGEMENT CORPORATION a domestic corporation duly registered domestic corporation under the Philippine laws, with principal address at No. 18 F.R. Castro St., Barangay 02 Sta. Joaquina, Laoag City, Ilocos Norte, represented herein by its Hotel Supervisor, **Mr. VICTOR E. RUIZ**, hereinafter referred to as the **HOTEL COMPANY**.

WITNESSETH

WHEREAS, DepEd Regional Office IV-A CALABARZON has undertaken procurement of **"LEASE OF VENUE FOR THE ACCOMMODATION OF SELECTED COMMITTEE CHAIRPERSONS AND MEMBERS OF THE DELEGATIONS DURING THE 2025 PALARONG PAMBANSA AT ILOCOS NORTE ON MAY 19, 2025 TO JUNE 2, 2025;**

WHEREAS, the Approved Budget for the Contract (ABC) is **TWO HUNDRED FORTY-TWO THOUSAND PESOS (Php242,00.00);**

WHEREAS, on May 16, 2025, Ms. Eduarda M. Zapanta, Chief-ESSD, requested for the procurement of lease of venue for the accommodation of selected committee chairperson and members of the delegations during the 2025 Palarong Pambansa at Ilocos Norte on May 19, 2025 to June 2, 2025;

WHEREAS, the 2016 Revised IRR of RA 9184, particularly Section 10, Rule IV thereof, states that all procurements shall be done through Competitive Bidding;

WHEREAS, Section 12.1 (j) Rule V of the 2016 Revised IRR of RA 9184 states that, the Bids and Awards Committee (BAC) shall recommend to the Head of the Procuring Entity (HOPE) the use of Alternative Methods of Procurement as provided in Rule XVI thereof;

WHEREAS, Section 53 and 53.2, Rule XVI of the 2016 Revised Implementing Rules and Regulations of RA 9184 provides that:

“Section 53. Negotiated Procurement

Negotiated Procurement is a method of procurement of Goods, Infrastructure Project and Consulting Services, whereby the Procuring Entity directly negotiates a contract with a technically, legally and financially capable supplier, contractor or consultant in any of the following:

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53.2 Emergency Cases. In case of imminent danger to life or property during a state of calamity, or when time is of the essence arising from natural or man-made calamities or other causes where immediate action is necessary to prevent damage to or loss of life or property, or to restore vital public service, infrastructure facilities and other public utilities.

In the case of Infrastructure Projects, the Procuring Entity has the option to undertake the project through negotiated procurement or by administration or, in high security risk areas, through the AFP.”

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The instances or situations where the foregoing conditions may be applied include the provision of immediate response and initial recovery steps to avoid loss of life, injury, disease and other negative effects on human, physical, mental and social well-being, together with damage to property, destruction of assets, loss of services, social and economic disruption and environmental degradation.

WHEREAS, the end-user, initiated the procurement by requesting Request for Quotation (RFQ) to Sweet Caroline Resort, Sola Bed and Breakfast and Sarita Residences & Leisure Management Corporation for the project through Negotiated Procurement under Emergency Cases;

WHEREAS, three (3) 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	REMARKS
SWEET CAROLINE RESORT	Php343,000.00	Non-complying
SOLA BED AND BREAKFAST	Php303,000.00	Non-complying
SARITA RESIDENCES & LEISURE MANAGEMENT CORPORATION	Php242,000.00	Complying

WHEREAS, after review and deliberation on the proposal, **SARITA RESIDENCES & LEISURE MANAGEMENT CORPORATION** complied with the requirements and is hereby declared as the Single Calculated and Responsive Quotation (SCRQ);

WHEREAS, the Client invited Quotation for the Procurement of **“LEASE OF VENUE FOR THE ACCOMMODATION OF SELECTED COMMITTEE CHAIRPERSONS AND MEMBERS OF THE DELEGATIONS DURING THE 2025 PALARONG PAMBANSA AT ILOCOS NORTE ON MAY 19, 2025 TO JUNE 2, 2025** and has accepted a Quotation of the Hotel Company for the accommodation in the sum of **TWO HUNDRED FORTY-TWO THOUSAND PESOS (Php242,000.00)** (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 Documents deemed part

All documents submitted by Hotel Company and all the documents released and issued by the Client and its Bids and Awards Committee and Technical Working Group such as but not limited to:

- a) BAC Resolution;
- b) Abstract of Quotation;
- c) Request for Quotation;
- d) Technical Specifications;
- e) All other documents already submitted by the Hotel Company and to be required to be submitted after the perfection of this contract.

shall form part of this contract.

Section 2 Responsibilities of the Hotel Company

The **Hotel Company** shall:

1. Provide hotel accommodation on **May 19, 2025 to June 2, 2025** to the guaranteed number of participants of the **Client**. The details and/or specifications of these services are provided under Section 5 of this contract.
1. Maintain that all 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.
2. Provide:
 - 2.1 a personnel to maintain cleanliness in the hotel room;
 - 2.2 a sufficient parking area for VIP and other guests;
 - 2.3 a personnel to respond to safety and security requirements of the government, 24-hour security, front desk and housekeeping services.
 - 2.4 a stand-by medical team in case of emergencies
 - 2.5 provision of fire extinguishers in every floor/hallway and with clear emergency exit signs and maps per floor and per room respectively
3. Do such other act which are necessary in the performance of the above functions as well as those obligations arising from this contract

Section 3 Responsibilities of the Client

The **Client** shall:

1. Pay the **Hotel Company** the guaranteed number of participants

2. Charged or billed the total amount of **TWO HUNDRED FORTY-TWO THOUSAND PESOS (Php242,000.00)** for the whole duration of the event;
3. Exercise strict discipline, close supervision and exclusive control and administration over its participants 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 4 **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.

Section 5 **Specification of the Services**

The **Hotel Company** shall provide for the following:

1. Complimentary breakfast with coffee to the participants of the Client;
2. Triple, quadruple or quintuple sharing rooms for participants (strictly no bed sharing);
 - 3.1 No bed mattress on the floor/pull-out beds;
 - 3.2 With 24-hours hot and cold shower, clean beddings, rooms and restrooms;

Section 6 **Use of Hotel Parking Space**

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

Section 7 **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 8 **Settlement of Dispute**

If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of this contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Any and all dispute arising from the implementation of a contract shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and

R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004." By mutual agreement, the parties agree in writing to resort to other alternative modes of dispute resolution.

Section 9
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 between the parties.

Section 10
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 MAY 19 2025 at LAOAG CITY, Philippines.

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


ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director

**SARITA RESIDENCES & LEISURE
MANAGEMENT CORPORATION**


MR. VICTOR E. RUIZ
Hotel Supervisor

SIGNED IN THE PRESENCE OF:



REPUBLIC OF THE PHILIPPINES)
LAOAG CITY) SS.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of LAOAG CITY, this
MAY 19 2025, personally appeared:


Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	<u>DepEd Office ID No. 4529876</u>	
<u>Mr. Victor E. Ruiz</u>	<u>DRIVER'S LICENSE. C02-18-C02567</u>	<u>FEB. 1, 2033</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. 164...;
 Page No. 24...;
 Book No. XIII...;
 Series of 2025.


ATTY. NESTOR T. CORPUZ
 Notary Public
 Until Dec. 31, 2025
 Notarial Commission No. 2024-02
 PTR No. 2846449, 01-02-2025, Laoag City, Ilocos Norte
 IBP No. 499697, 01-06-2025, Laoag City, Ilocos Norte
 SC Roll No. 24560 TIN: 122-587-757
 MCLE Compliance Cert. No. VIII-0009502, 06-07-2024
 2F N. Corpuz Bldg., Pao Roman Street, Laoag City