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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, Region IV-A, a government agency with office address at Gate 2 Karangalan Village, Cainta, Rizal, represented by its Regional Director, **FRANCIS CESAR B. BRINGAS**, hereinafter referred to as the **CLIENT**.

-and-

SUNNY GLADES PROPERTIES CORPORATION (DEMETER ESCAPADE EVENTS PLACE-LIPA), with principal address at Barangay Sto. Nino, Lipa City, Batangas, represented herein by its Sales Manager, **RONNUEL VISAYA**, 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 **“ORIENTATION CUM TECHNICAL ASSISTANCE PROVISION FOR THE REC MEMBERS AND PR PROGRAM PROPONENTS”** on **July 26-29, 2022**.

WHEREAS, the Approved Budget for the Contract (ABC) is **EIGHT HUNDRED THIRTY-TWO THOUSAND PESOS ONLY (Php832,000.00)**;

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, Rule XVI, Section 53.9 of the IRR of RA 9184 allows Negotiated Procurement under Small Value Procurement as a mode of procurement subject to the approval of the Head of the Procuring Entity;

WHEREAS, the Request for Quotation (RFQ) was posted in the Philippine Government Electronic Procurement System (PhilGEPS) website, office website and conspicuous bulletin board in the premises of this Office on July 11-15, 2022;

WHEREAS, RFQs were sent to at least three prospective suppliers;

WHEREAS, two (2) Suppliers submitted their respective proposal before the deadline for the submission of bids, offering the following financial bids, as read:

NAME OF BIDDER	AMOUNT OF BID	REMARKS
Sunny Glades Properties Corporation (Demeter Escapade Events Place-Lipa)	Pnp821,600.00	Complying



Address: Gate 2, Karangalan Village, Cainta, Rizal
Telephone Nos.: 02-8682-5773/8684-4914/8647-7487
Email Address: region4a@depd.gov.ph
Website: depedcalabarzon.ph

Mydive Travel & Tours Inc. (Marco Vincent Dive Resort)	Php829,920.00	Non-Complying with the specification
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WHEREAS, upon evaluation or careful examination of the technical specification submitted by **SUNNY GLADES PROPERTIES CORPORATION (DEMETER ESCAPADE EVENTS PLACE-LIPA)**, the BAC found that it was complying with the proposal amount of **EIGHT HUNDRED TWENTY-ONE THOUSAND SIX HUNDRED PESOS ONLY (Php821,600.00)**;

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 **GREAT EASTERN HOTEL**, as the Single Calculated and Responsive Bidder (SCRB);

WHEREAS, under the latest resolution and guidelines of the Inter-Agency Task Force on Emerging Infectious Diseases (IATF-EID) issued on October 18, 2021, the Certificate of Authority to Operate and Safety Seal **Certificate issued by the Department of Tourism (DOT) applies in areas classified under General Community Quarantine (GCQ), GCQ with Heightened Restriction (GCQ-HR), or Alert Level 4 and Alert Level 3.**

WHEREAS, **SUNNY GLADES PROPERTIES CORPORATION (DEMETER ESCAPADE EVENTS PLACE-LIPA)** is within Batangas under Alert Level 1.

WHEREAS, the Entity invited Bids for the Procurement for the hotel accommodation of the participants in the **“ORIENTATION CUM TECHNICAL ASSISTANCE PROVISION FOR THE REC MEMBERS AND PR PROGRAM PROPONENTS”** on **July 26-29, 2022** and has accepted a Bid by the Hotel Company for food and hotel accommodation in the sum **EIGHT HUNDRED TWENTY-ONE THOUSAND SIX HUNDRED PESOS ONLY (Php821,600.00)** (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 July 26-29, 2022 to One Hundred Four (104) participants;
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 will pay the Hotel Company the guaranteed number of participants. The Client shall be charged or billed the amount of One Thousand Nine Hundred Seventy-Five Pesos Only **(Php1,975.00)** per participant or the total amount of **EIGHT HUNDRED TWENTY-ONE THOUSAND SIX HUNDRED PESOS ONLY (Php821,600.00)** for the whole duration of the event.

Section 3
Supervision and Control

The Hotel Company shall 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 CLIENT on the matter. In so far as enforcement of police and company rules and regulations related to safety is concerned, the CLIENT shall exercise supervision and control over the participants.

Section 4
Liability to Personnel and Third Parties

The Hotel Company is NOT an agent or employee of the CLIENT and the personnel to be assigned by the Hotel Company to the CLIENT are in no sense employees of the latter as they are for all intents and purposes employees of the Hotel Company.

Accordingly, the CLIENT shall not be responsible for any and all claims for personal injury caused to any of the personnel or to any third party where such injury arises out of or in the course of performance of said personnel.

Section 5
Hotel Accommodation Inclusions

In addition to the services offered mentioned above, the Hotel Company shall provide for the following inclusions:

a. Food

-Breakfast, AM Snacks, Lunch, PM Snacks and Dinner
(DAY ONE (1): FIRST MEAL TO BE SERVED IS BREAKFAST AND LAST DAY: LAST MEAL TO BE SERVED IS PM SNACKS and FREE FLOWING COFFEE, MILO OR TEA in the conference room, with attached menu options

b. Hotel Accommodation

-Room type: Triple sharing (single beds) depend on the size of the room, and ALERT LEVEL from the IATF guidelines, Air conditioned, with TV and Hot and Cold Shower (must be compliant with social distancing protocol).

c. Function Hall

-Use of Air-conditioned Function hall (must be compliant with social distancing protocol)
-Use of LCD Projector and Wide Screen
-Basic Sound System with Two (2) Microphones
-Tables and chairs, strong Wifi connection
-Extension Cords/wires
-big halls good to observe social distancing
-with the capacity of 40 pax for the writeshot and plenary sessions with social distancing following the safety health protocols
-whiteboard with markers and erasers
-Fluorescent lights (LED) in the function rooms
-free use of function rooms from 7:00am to 9:00pm
-antiseptic, disinfection alcohol

d. Stable and Strong Internet Connection in the Conference Room and Rooms of the participants

Section 6
Use of Hotel Parking Space

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

Section 7
Assignment

This contract cannot be assigned by either party. In case assignment will be made, the party assigning must inform the other party of such arrangement at least one day prior to the activity.

Section 8
Termination of Contract

Either party may terminate this contract on any ground provided by law and for violation/s of the provisions of this contract. In such case, the party terminating shall serve a written notice to the other party at least one (1) day prior to the effectivity of termination.

Section 9
Venue of Action

In case an action will arise from this agreement, the venue of the action shall be in Taytay, Rizal or Pasig City only.

Section 10
Warranty

The Hotel Company hereby warrants and attest that the signatory in this contract is duly authorized by the Board and / or its Management to sign for and its behalf.

Section 11
Other conditions of the contract

The Hotel Company shall cause the notarization of this contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands, this day of

~~AUG 05 2022~~ at ~~LIPA CITY, BATANGAS~~, Philippines.


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

GREAT EASTERN HOTEL


FRANCIS CESAR B. BRINGAS
Regional Director


RONNUEL VISAYA
Sales Manager

SIGNED IN THE PRESENCE OF:



EIDEL C. HERRERA



Mark Joseph L. Soberano

ACKNOWLEDGMENT


BEFORE ME, a Notary Public for and in the City of LIPA CITY, BATANGAS, this AUG 05 2022 personally appeared:

Name	Identification No.	Expiration Date
<u>Francis Cesar B. Bringas</u>	<u>Non-Professional Driver's License No. A08-89-001189</u>	2023/10/02
<u>Ronnuel Visaya</u>	<u>License No. D04-11-003340</u>	<u>2031/12/10</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.


ATTY. CYRUS JAMES G. LAURE, LLB. REE
NOTARY PUBLIC
UNTIL DECEMBER 31, 2022
PTR NO. 8202533/1-03-2022/SAN PABLO CITY
IBP LIFETIME NO. 0181111/10-13-2017/PASIG CITY
MCLE NO. VI-0009216106-2018/PASIG CITY

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