



Republic of the Philippines  
**Department of Education**  
REGION IV-A CALABARZON  
GATE 2, KARANGALAN VILLAGE  
1900 CAINTA, RIZAL

Office of the Regional Director

**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-

**SUNNY GLADES PROPERTIES CORPORATION (TAGAYTAY HAVEN HOTEL)**, with principal address at Mendez Junction West, Tagaytay City, represented herein by its Hotel Manager, **JEREMIAH B. PESANTE**, 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 **"REGIONAL QUALITY ASSURANCE OF THE DEVELOPED ALS LEARNING RESOURCE EXEMPLARS FOR LEARNING STRANDS 1, 2, AND 3 FOR BASIC LITERACY PROGRAM, ELEMENTARY AND SECONDARY LEVELS"** on **April 20-22, 2023**.

**WHEREAS**, the Approved Budget for the Contract (ABC) is **FOUR HUNDRED EIGHTY-SIX THOUSAND PESOS ONLY (Php486,000.00)**;

**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 March 4, 2023, in office website, and in conspicuous bulletin board in the premises of this Office on March 3, 2023 to March 8, 2023;

**WHEREAS**, RFQs were sent to four (4) prospective suppliers namely:

1. First Sta. Rosa Hotel Corporation – El Cielito Hotel-Sta. Rosa;
2. Tagaytay Automart Inc. – Tagaytay Country Hotel;
3. The Bayleaf Cavite; and
4. Development Academy of the Philippines (DAP) – Tagaytay City);

*And*

"EXCELLENCE is a CULTURE and QUALITY is a COMMITMENT"

Trunkline: 02-8682-5773/8684-4914/8647-7487

Website: [depedcalabarzon.ph](http://depedcalabarzon.ph)

Document Inquiry : <https://r4a-teadoc.com/inquire>

Facebook: DepEd R-4A Calabarzon



**WHEREAS**, four (4) 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
Sunny Glades Properties Corporation (Tagaytay Haven Hotel)	Php413,100.00
Demeter Escapade/Sunny Glades Properties Corp.	Php449,550.00
Leonida's Exclusive Resort	Php449,500.00
Tagaytay Automart Inc. – Tagaytay Country Hotel	Php473,850.00

**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 **SUNNY GLADES PROPERTIES CORPORATION (TAGAYTAY HAVEN HOTEL)**, 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 **“REGIONAL QUALITY ASSURANCE OF THE DEVELOPED ALS LEARNING RESOURCE EXEMPLARS FOR LEARNING STRANDS 1, 2, AND 3 FOR BASIC LITERACY PROGRAM, ELEMENTARY AND SECONDARY LEVELS”** on April 20-22, 2023 and has accepted a Bid of **SUNNY GLADES PROPERTIES CORPORATION (TAGAYTAY HAVEN HOTEL)** for food and hotel accommodation in the sum of **FOUR HUNDRED THIRTEEN THOUSAND ONE HUNDRED PESOS ONLY (Php413,100.00)**. (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 April 20-22, 2023 to the Eighty-One (81) 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 of the total amount of *Four Hundred Thirteen Thousand One Hundred Pesos Only (Php413,100.00)* 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;

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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  
**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 6  
**Inclusions in the services**

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

**a. Food**

1. Managed buffet for breakfast, lunch, and dinner  
Soup, 2 Maincourse-Fish Chicken, Pork and Beef,  
Vegetable, Rice Dessert or Salad, Drinks,  
Plated – AM and PM Snack

April 20: Breakfast, AM/PM Snacks, Lunch and Dinner

April 21: Breakfast, AM/PM Snacks, Lunch and Dinner

April 22: Breakfast, AM/PM Snacks, Lunch

**b. Room Accommodation**

1. Triple Sharing – 1 bed per pax, No bed Mattress on the floor;
2. All rooms with toiletries and morning kit – 24 hours Hot and Cold Shower
3. Clean Beddings, Rooms and Restroom
4. Check-In : April 20, 2023 at 2:00 pm
5. Check-out: April 22, 2023 at 12:00 noon

**c. Function Room**

1. Well-ventilated and well-lighted function room good for 100 pax with 3 break-out rooms for 8 hours;

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2. With standard conference equipment such as:
  - 2 LCD Projection with white screen,
  - whiteboard marker and eraser,
  - with audio visual equipment with standby attendant,
  - extension cords for laptops,
  - 3 microphones, wireless and 1 mic stand,
  - podium,
3. Unlimited access to internet/Wi-Fi in all areas of venue;
4. At least three (3) tables for the Secretariat (Registration Area);
5. No pillars in the middle of the function room

**d. Other Concerns**

1. Free Welcome tarpaulin/backdrop
2. Free wifi/Internet Connection
3. Free flowing coffee/tea, candies and nuts
4. Standby Waiters
5. Free usage of electricity when using equipment
6. Free water dispenser with purified drinking water
7. Free emergency medicines
8. Free use of Swimming Pool

Section 7

**Use of Hotel Parking Space**

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

Section 8

**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 9

**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.

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

Section 10

**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.

*Amo*

*Grant*

Section 11

**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

The **Hotel Company** shall cause the notarization of this contract.

**03 APR 2023** IN WITNESS WHEREOF, the parties have hereunto set their hands, this day of CITY OF TAGAYTAY, Philippines.

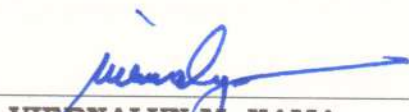
**Department of Education  
Region IV-A CALABARZON**


**SUNNY GLADES PROPERTIES  
CORP.  
(TAGAYTAY HAVEN HOTEL)**

  
**ATTY. ALBERTO T. ESCOBARTE, CESO II**  
Regional Director

  
**JEREMIAH B. PESANTE**  
Hotel Manager

**SIGNED IN THE PRESENCE OF:**

  
**VIERNALYN M. NAMA**  
Chief EPS, CLMD

  
**JHEN MORIZELLE FERMA**  
FRONT OFFICE

Republic of the Philippines  
CITY OF TAGAYTAY S.S.

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public for and in the City of CITY OF TAGAYTAY, this **03 APR 2023**, personally appeared:

Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	<u>DepEd Office ID No. 4529876</u>	_____
<u>Jeremiah B. Pesante</u>	<u>Driver license: N04-09-005710</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. 220;  
Page No. 47;  
Book No. \_\_\_\_\_;  
Series of 2023. AMJ



~~ATY HENRY Y. TUASON  
NOTARY PUBLIC  
City of Tagaytay  
Notary Public  
Until December 31, 2023  
PTR No. 5131498 1/03/2023  
Roll No. 40800  
IBP No. 247611 9/13/2022  
Cavite Chapter  
MCLE Compliance No. VII-4721 11/16/2021~~

*Handwritten signature*