



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



Legal-CO01-2023-361

## 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-MENDEZ)**, with principal address at Crossing Mendez, Tagaytay City, represented herein by its Sales and Marketing Officer, **JONALYN A. PEJI**, 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 **“REVISION OF THE 4<sup>TH</sup> BATCH STORYBOOK FOR KINDERGARTEN TO GRADE 4, 5 AND 6 LEARNERS FOR THE NATIONAL READING PROGRAM SUPPLEMENTARY READING MATERIALS”** on **January 15-19, 2024**.

**WHEREAS**, the Approved Budget for the Contract (ABC) is **THREE HUNDRED THOUSAND PESOS ONLY (Php300,000.00)**;

**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 23, 2023, office website and conspicuous bulletin board in the premises of this Office starting November 22, 2023 to November 28, 2023;

**WHEREAS**, RFQs were sent to five (5) prospective suppliers namely:

1. Tagaytay Country Hotel;
2. Splendido Tagaytay Hotel;
3. Days Hotel Tagaytay;
4. Hotel Kimberly Tagaytay; and
5. Escala Tagaytay.

**WHEREAS**, three (3) suppliers submitted their respective proposals before the deadline for the submission of bids, offering the following financial bids, as read:

<b>NAME OF BIDDER</b>	<b>AMOUNT OF BID</b>	<b>REMARKS</b>
Sunny Glades Properties Corporation (Tagaytay Haven-Mendez)	PhP292,500.00	Complying
Hotel Dreamworld North Edsa	PhP296,250.00	Non-Complying
Tagaytay City Resort Hotel, Inc. (Estancia Resort Hotel)	PhP299,850.00	Non-Complying

**WHEREAS**, upon evaluation or careful examination of the technical specification submitted by **SUNNY GLADES PROPERTIES CORPORATION (TAGAYTAY HAVEN-MENDEZ)**, the BAC found that it was complying with the proposal amount of **TWO HUNDRED NINETY-TWO THOUSAND FIVE HUNDRED PESOS ONLY (PhP292,500.00)**.

**WHEREAS**, after review and deliberation on proposal **SUNNY GLADES PROPERTIES CORPORATION (TAGAYTAY HAVEN-MENDEZ)**, 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 **"REVISION OF THE 4<sup>TH</sup> BATCH STORYBOOK FOR KINDERGARTEN TO GRADE 4, 5 AND 6 LEARNERS FOR THE NATIONAL READING PROGRAM SUPPLEMENTARY READING MATERIALS"** on January 15-19, 2024 and has accepted a Bid by the Hotel Company for food and hotel accommodation in the sum of **TWO HUNDRED NINETY-TWO THOUSAND FIVE HUNDRED PESOS ONLY (PhP292,500.00)**. (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 January 15-19, 2024 to the **Thirty (30)** 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 NINETY-TWO THOUSAND FIVE HUNDRED PESOS ONLY (PhP292,500.00)** 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. Meals for breakfast, am and pm snacks, lunch and dinner;
2. First meal is breakfast on Day 1 and the last meal is PM snacks on the last day;
3. Free flowing coffee (brewed), tea and hot chocolate;
4. Purified drinking water, hot and cold, mess hall and dining area;

**b. Function Room:**

1. **Strong Internet connection with a minimum of 150 mbps;**
2. Frequently sanitized grand/spacious hall that can accommodate 30 pax from day 1 to day 5 in one seating;
3. Function hall is ready for registration at 6:00 am;
4. Free use of 1 function room or wide lobby/area for display and set up of the presentation of LRs and 2 rooms for breakout sessions;
5. Provision of medical personnel, 70% Solution Alcohol, and non-contact thermometer;
6. With **2 LCD and widescreen** and printer extension cords, quality sound system, microphone & microphone stands, whiteboard with markers;
7. At least **one (1) table** for the Secretariat (Registration Area);
8. No pillars in the middle of the function room

**c. Room Accommodation**

1. Can accommodate 30 participants for Twin Sharing/Standard Sharing room accommodation to observe health protocols;
2. No bed mattress on the floor

**d. Another Requirement/s:**

1. Free tarpaulin at least 2 pcs – Outside & Main Hall hanging with DepEd CALABARZON Logo;
2. Parking slots or participants up to 10 slots;
3. Maintaining cleanliness-function hall, restrooms, sleeping quarters, hallway, coffee/tea area, and dining area;
4. With 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**

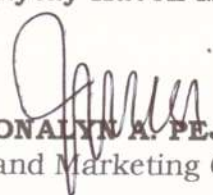
- a. In case of damage to the property of the participants of the **Client** caused by negligence of the personnel of the **Hotel Company**, the **Hotel Company** shall be liable for the damages;
- b. Necessary medical services and facilities shall be the responsibility and for the account of the **Hotel 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 \_\_\_\_\_ at \_\_\_\_\_, Philippines.


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

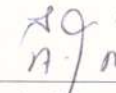
  
**ATTY. ALBERTO T. ESCOBARTE, CESO II**  
Regional Director

**Sunny Glades Properties Corp.  
(Tagaytay Haven-Mendez)**

  
**JONALYN A. PEJI**  
Sales and Marketing Officer

**SIGNED IN THE PRESENCE OF:**

  
**VIERNALYN M. NAMA**  
Chief Education Supervisor, CLMD  
DepEd Region IV-A CALABARZON

  
EUNICE A. REYES  
ONLY THE WITNESS APPEARED;  
ORONICO LAW OFFICE TAGAYTAY CITY

Republic of the Philippines  
**TAGAYTAY CITY** S.S.

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public for and in the City of **TAGAYTAY CITY**, this  
**JAN 17 2024**, personally appeared:

Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	DepEd Office ID No. 4529876	_____
<u>Jonalyn A. Peji</u>	SSS NO. 33-7661449-9	_____

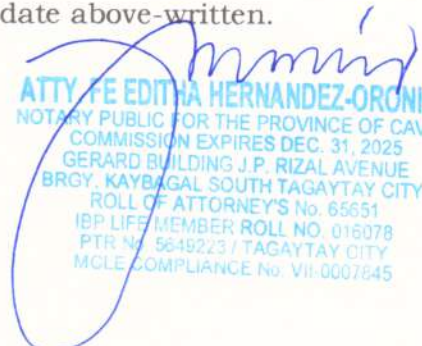
who are known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free act and voluntary act and deed.

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. 466.;  
Page No. 95.;  
Book No. 28.;  
Series of 2024



  
**ATTY. FE EDITHA HERNANDEZ-ORONICO**  
NOTARY PUBLIC FOR THE PROVINCE OF CAVITE  
COMMISSION EXPIRES DEC. 31, 2025  
GERARD BUILDING J.P. RIZAL AVENUE  
BRGY. KAYBAGAL SOUTH TAGAYTAY CITY  
ROLL OF ATTORNEY'S No. 65651  
IBP LIFE MEMBER ROLL NO. 016078  
PTR No. 5649223 / TAGAYTAY CITY  
MCLE COMPLIANCE No. VII-0007845