



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



Legal-CO01-2024-95

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), with principal address at Ulat Road, Brgy. Francisco, Tagaytay City, Cavite, 4121, represented herein by its Sales and Marketing Officer, **JONALYN GRACE 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 **“RECONFIGURATION OF THE VALIDATION MECHANISM ON SCHOOL-BASED MANAGEMENT LEVEL III PRACTICE”** on **April 16-17, 2024**;

WHEREAS, the Approved Budget for the Contract (ABC) is **TWO HUNDRED FORTY-EIGHT THOUSAND PESOS ONLY (PhP248,000.00)**;

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 March 19, 2024, office website and conspicuous bulletin board in the premises of DepEd Region IV-A CALABARZON starting March 18, 2024 to March 22, 2024;

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

1. Tagaytay Automart Inc. (Tagaytay Country Hotel);
2. Sunny Glades Properties Corporation (Tagaytay Haven);
3. Hotel Dominique-Tagaytay; and
4. Hotel Kimberly Tagaytay.



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
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WHEREAS, two (2) 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
Sunnyglades Properties Corporation (Tagaytay Haven)	PhP241,552.00	Complying
Hotel Kimberly Tagaytay	PhP267,950.00	Non-Complying

WHEREAS, upon evaluation or careful examination of the technical specification submitted by **SUNNY GLADES PROPERTIES CORPORATION (TAGAYTAY HAVEN)**, the BAC found that it was complying with the proposal amount of **TWO HUNDRED FORTY-ONE THOUSAND FIVE HUNDRED FIFTY-TWO PESOS ONLY (PhP241,552.00)**.

WHEREAS, after review and deliberation on proposal **SUNNY GLADES PROPERTIES CORPORATION (TAGAYTAY HAVEN)** 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 **“RECONFIGURATION OF THE VALIDATION MECHANISM ON SCHOOL-BASED MANAGEMENT LEVEL III PRACTICE”** on April 16-17, 2024 and has accepted a Bid by the Hotel Company for food and hotel accommodation in the sum of **TWO HUNDRED FORTY-ONE THOUSAND FIVE HUNDRED FIFTY-TWO PESOS ONLY (PhP241,552.00)**. (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 16-17, 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 FORTY-ONE THOUSAND FIVE HUNDRED FIFTY-TWO PESOS ONLY (PhP241,552.00)** 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

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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 **sixty-two (62)** participants of the **Client**;
- a.2** first meal is **breakfast** of April 16, 2024 and last meal is **PM snacks** of April 17, 2024;
- a.3** any type of buffet with stand-by waiters for breakfast, lunch and dinner;
- a.4 for breakfast:** main dishes, rice, bread, choice of hot tea/chocolate or coffee;
- a.5 for lunch and dinner:** main dishes (fish, choice of meat: chicken/pork/beef, and vegetables subject to menu selection), soup, rice, dessert: fruits or salad and drinks. (Purely vegetarian or halal food may be required during the event proper);
- a.6** AM and PM snacks are with drinks
- a.7** free flowing coffee, and/or tea
- a.8** candies and stand-by waiters

b. The Lodging shall be:

- b.1** Six (6) single/double sharing rooms
- b.2** Seventeen (17) triple sharing rooms
- b.3** no mattress on the floor and no bed sharing
- b.4** 24-hours hot and cold shower, clean beddings, rooms and restroom
- b.5** check-in time is 10:00 AM and check-out time is 2:00PM

c. The Function Hall and Facilities shall be:

- c.1** well-lighted and well ventilated;
- c.2** can accommodate at least 60 participants in a plenary set-up;
- c.3** availability of audio-visual equipment with stand-by assistant such as:
 - c.3.1** at least three (3) LCD projectors and wide screens;
 - c.3.2** whiteboard with marker/s and erasers;
 - c.3.3** complete set of sound system, at least **ten (10)** extension cords for laptops; **four (4)** wireless microphones & **four (4) microphone stand**;
 - c.3.4** 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, tea/chocolate/coffee area, and dining area;

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d.2 provision for backdrop for the activity; and tarpaulin display at project site not to exceed 3" x 4" ; optional for projects not exceeding 5 days (COA Circ. 2013-004);

d.3 appropriate and sufficient parking area for VIP and other guests; and

d.4 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.

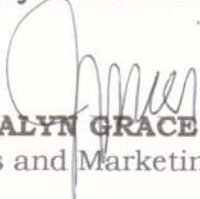
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IN WITNESS WHEREOF, the parties have hereunto set their hands, this day of _____ at _____, Philippines.


Department of Education
Region IV-A CALABARZON

Sunny Glades Properties Corp.
(Tagaytay Haven Hotel Ulat)


ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director


JONALYN GRACE A. PEJI
Sales and Marketing Officer

SIGNED IN THE PRESENCE OF:


MICHAEL GIRARD R. ALBA
Chief Education Supervisor, FTAD
DepEd Region IV-A CALABARZON


LYNNE REVILLES
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 APR 08 2024, personally appeared:

Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	<u>DepEd Office ID No. 4529876</u>	_____
<u>Jonalyn Grace A. Peji</u>	<u>SSS: 33-7661449-9</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. 42...;
Page No. 10...;
Book No. 34...;
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
04/05/24