



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



Legal-CO01-2024-134

**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-

**SUNNY GLADES PROPERTIES CORPORATION (TAGAYTAY HAVEN)**, a domestic corporation duly registered under the Philippine laws 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**.

**W I T N E S S E T H**

**WHEREAS**, the **CLIENT** has undertaken the procurement of **LEASE OF VENUE WITH FOOD AND ACCOMODATION** for the **"REGION-WIDE ROLL-OUT ON UPSKILLING OF TEACHERS IN ENGLISH LANGUAGE INSTRUCTION"** on **May 13-17, 2024** and **May 21-23, 2024**.

**WHEREAS**, the Approved Budget for the Contract (ABC) for each lot as follows:

<b>LOT I</b>	PhP1,500,000.00
<b>LOT II</b>	PhP 102,000.00

**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, rule XVI of the 2016 Revised IRR 9184 states that for purposes of economy and efficiency, the agency concerned may adopt Alternative Methods of Procurement such as Negotiated Procurement;

**WHEREAS**, Section 53.10, Rule XVI of the 2016 Revised IRR 9184 states that Negotiated Procurement under the Lease of Real Property and Venue for official use, subject to Annex "H" of the 2016 IRR;



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Certificate No. PHP QMS  
 22 93 0085

**WHEREAS**, pursuant to the specific guidelines for the Alternative Methods of Procurement, Item V-D 9(b)(i) of Annex "H" in the 2016 Revised IRR of RA No. 9184, states that:

*"i. Publicly-owned vis-à-vis privately-owned real property and venue.*

*It is preferred that government agencies lease publicly-owned real property or venue from other government agencies.*

*If there is an available publicly-owned real property or venue that complies with the requirements of the Procuring Entity, it may enter into a contract of lease with the government-agency owner.*

*In the event that the Procuring Entity would resort to privately-owned real property or venue, the End-user unit shall justify that the same is more efficient and economical to the government."*

**WHEREAS**, after inquiry of the availability of the government owned venue such as RELC-NEAP, Malvar, Batangas and the Development Academy of the Philippines (DAP)-Tagaytay, it appears that said agencies are not available and no other government facilities can accommodate the said activity that complies with the specification of the End-User;

**WHEREAS**, the end-user decided to cater the services of the privately-owned venue that complies with their requirements;

**WHEREAS**, the BAC with the end-user decided to cater the services of the privately-owned venue that complies with the requirements of the end-user;

**WHEREAS**, Rule XVI, Section 48.2 of the IRR of RA 9184, otherwise known as the "Government Procurement Reform Act of 2003" provides the general rule that public bidding is the general mode of procurement. However, the same section allows procuring entities to resort to alternative methods of procurement such as Negotiated Procurement subject to the approval of the Head of Procuring Entity;

**WHEREAS**, Rule XVI, Section 53.10 of the IRR of RA 9184 allows Negotiated Procurement under Lease of Real Property and Venue as a mode of procurement subject to the approval of the Head of the Procuring Entity;

**WHEREAS**, the Request for Quotation (RFQ) was posted at the website of DepEd Region IV-A CALABARZON, and conspicuous bulletin board in the premises of DepEd Region IV-A CALABARZON on April 2, 2024 to April 8, 2024;

**WHEREAS**, the BAC, through its Secretariat, initiated the procurement activity by requesting for quotation to five (5) prospective suppliers. The five (5) prospective suppliers are as follows: (1) First Sta. Rosa Hotel Corp. (El Cielito Hotel Sta. Rosa); (2) Tagaytay Automart Inc. (Tagaytay Country Hotel); (3) Sunny Glades Properties Corp. (Tagaytay Haven); (4) Great Life and Leisure Corp. (Whitewoods Convention and Leisure Hotel); and (5) Splendido Tagaytay Hotel;

**WHEREAS**, four (4) suppliers submitted their respective proposals before the deadline for the submission of the quotations, offering the following financial bids, as read:

NAME OF BIDDER	LOT	AMOUNT OF BID	REMARKS
Sunny Glades Properties Corporation (Tagaytay Haven)	1	PhP1,383,750.00	Complying
	2	PhP101,745.00	Complying
	1	PhP1,500,000.00	Complying

First Sta. Rosa Hotel Corp. (El Cielito Hotel Sta. Rosa)	2	PhP102,000.00	Complying
Paseo Premiere Hotel	1	PhP1,775,000.00	Non-Complying
	2	PhP117,400.00	Non-Complying
Whitewoods Convention and Leisure Hotel	1	PhP1,787,175.00	Non-Complying
	2	PhP118,813.50	Non-Complying

**WHEREAS**, on April 16, 2024, the end-user conducted an ocular inspection at **SUNNY GLADES PROPERTIES CORPORATION (TAGAYTAY HAVEN)** and rated the venue in accordance with the technical specification pursuant to Appendix "B" of Annex "H" of the Consolidated Guidelines for the Alternative Methods of Procurement;

**WHEREAS**, based on the result of the ocular inspection reflected in the Rating Factors and Determination of Reasonableness of Rental Rate, **SUNNY GLADES PROPERTIES CORPORATION (TAGAYTAY HAVEN)** rated with the score of **96.3**, the report containing the results of the evaluation and its attachments is attached hereto as Annex "A" and made an integral part hereof;

**WHEREAS**, after review and deliberation on the proposal, **SUNNY GLADES PROPERTIES CORPORATION (TAGAYTAY HAVEN)** complied with the requirements and is hereby declared as the Lowest Calculated and Responsive Quotation (LCRQ) for **LOT I** and **LOT II**;

**WHEREAS**, the Entity invited Quotation for the Procurement of Lease of Venue with food and accommodation of the participants, in the "**REGION-WIDE ROLL-OUT ON UPSKILLING OF TEACHERS IN ENGLISH LANGUAGE INSTRUCTION**" on **May 13-17, 2024** and **May 21-23, 2024** and has accepted a Quotation of the **Hotel Company** for the Lease of Venue with food and accommodation of **LOT 1** in the sum of **ONE MILLION THREE HUNDRED EIGHTY-THREE THOUSAND SEVEN HUNDRED FIFTY PESOS ONLY (PhP1,383,750.00)** and for **LOT II** in the sum of **ONE HUNDRED ONE THOUSAND SEVEN HUNDRED FORTY-FIVE PESOS ONLY (PhP101,745.00)**. (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 for **150** participants on **May 13-17, 2024** and **17** participants on **May 21-23, 2024** 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. Agree that it shall be charged or billed the total amount of **ONE MILLION FOUR HUNDRED EIGHTY-FIVE THOUSAND FOUR HUNDRED NINETY-FIVE PESOS ONLY (PhP1,485,495.00)** 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 **Client** hereby understands that the focal person must be the one responsible for the immediate processing of the payment.

### Section 4 Inclusions in the services

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

#### 1. The Meals shall be:

- 1.1 Complete Meals (breakfast, AM snack, lunch, PM snack and dinner for **150** participants on May 13-17, 2024, and **17** participants on May 21-23, 2004;
- 1.2 First meal is Breakfast for May 13, 2024 and Last meal is PM Snack for May 17, 2024 for **LOT I**;
- 1.3 First meal is Breakfast for May 21, 2024 and Last meal is PM Snack for May 23, 2024 for **LOT II**
- 1.4 Buffet type with stand-by waiters for Breakfast, Lunch and Dinner;
- 1.5 **for breakfast:** main dishes, rice, bread, choice of hot tea/chocolate of coffee;
- 1.6 **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);
- 1.7 AM and PM snacks are with drinks;
- 1.8 Free-flowing coffee, and/or tea; and
- 1.9 Candies, AM and PM Snacks are with drinks

#### 2. The Function Room shall be:

##### **LOT I** (May 13-17, 2024):

- 2.1 1 Function Hall and 3 Breakout rooms
- 2.2 Can accommodate at least **150 pax** in a Plenary Set-up;
- 2.3 Three (3) breakout rooms that can accommodate **50** participants per room;
- 2.4 Well-lighted and well ventilated;
- 2.5 Availability of audio-visual equipment with stand-by assistant such as: **(1)** five (5) LCD projector with wide screens; **(2)** five (5) whiteboard with marker/s and erasers; **(3)** Complete set sound system, at least **fifteen (15) extensions cords** for laptops; **(4)** eight (8)

- microphones (6 wireless & 2 wired); **(5)** four (4) microphone stand; and **(6)** Podium/lectern;
- 2.6 Strong and unlimited access to Internet/Wi-Fi in all areas of venue;
- 2.7 Three (3) long tables for the Secretariat (Registration area); and
- 2.8 No pillars in the middle of the function room;

**LOT II** (May 21-23, 2004):

- 2.9 1 Function Hall;
- 2.10 Can accommodate at least 20 pax in a Plenary Set-up;
- 2.11 Well-lighted and well ventilated;
- 2.12 Availability of audio-visual equipment with stand-by assistant such as: **(1)** one (1) LCD projector with wide screens; **(2)** one (1) whiteboard with marker/s and erasers; **(3)** Complete set sound system, at least fifteen (15) extensions cords for laptops; **(4)** three (3) microphones; **(5)** one (1) microphone stand; and **(6)** Podium/lectern;
- 2.13 Strong and unlimited access to Internet/Wi-Fi in all areas of venue;
- 2.14 One (1) long table for the Secretariat (Registration area); and
- 2.15 No pillars in the middle of the function room.

**3. The Room Accommodation shall be:**

**LOT I** (May 13-17, 2024):

- 3.1 35 Single/Double sharing rooms for trainers, (no bed sharing)
- 3.2 40 Triple sharing rooms, (no bed sharing)
- 3.3 No bed mattress on the floor;
- 3.4 24-hours hot and cold shower, clean beddings, rooms and restrooms;
- 3.5 Room check-in time is 10:00AM and check-out is 2:00PM

**LOT II** (May 21-23, 2024):

- 3.6 2 Single/Double sharing rooms for trainers (no bed sharing);
- 3.7 5 Triple sharing rooms (no be sharing);
- 3.8 No bed mattress on the floor;
- 3.9 24-hours hot and cold shower, clean beddings, rooms and restrooms;
- 3.10 Room check-in time is 10:00AM and check-out is 2:00PM

**4. The following shall be provided:**

- 4.1 Maintaining cleanliness-function hall, restrooms, sleeping quarters, hallway, coffee/tea area, and dining area;
- 4.2 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);
- 4.3 Appropriate and sufficient parking area for VIP and other Guests;
- 4.4 24-hour security, front-desk, and housekeeping services;
- 4.5 Accessible means of transportation for the participants;

- 4.6 Able and willing to ensure provisions for participants and guest with special conditions, breastfeeding moms, PWDs, and during emergency situations;
- 4.7 With elevators if session halls and accommodations are in the higher floor/s;
- 4.8 Responsive to safety and security requirements of the government; and
- 4.9 Located within Sta. Rosa City or Tagaytay City.

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

MAY 02 2024 at QUEZON CITY, Philippines.

Department of Education  
Region IV-A CALABARZON

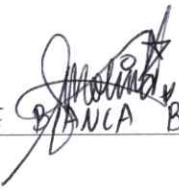
Sunny Glades Properties Corp.  
(Tagaytay Haven)

  
ATTY. ALBERTO T. ESCOBARTE, CESO II  
Regional Director

  
JONALYN GRACE A. PEJI  
Sales and Marketing Officer

SIGNED IN THE PRESENCE OF:

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

  
NICOLE BIANCA B. MOLINA

REPUBLIC OF THE PHILIPPINES )  
QUEZON CITY ) SS.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, this MAY 02 2024, personally appeared:


Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	DepEd Office ID No. 4529876	_____
<u>Jonalyn Grace A. Peji</u>	TIN 275-850-145-000	_____

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. 76;  
Page No. 17;  
Book No. 87;  
Series of 2024.

  
ATTY. CONCEPCION P. VILLAREÑA  
Notary Public for Quezon City  
Until December 31, 2024  
PTR No. 5565763 / January 03, 2024 Q.C  
IBP No. 399889 / January 04, 2024 Q.C  
Roll No. 30457 / 05-09-1980  
MCLE VII-0000394 / 03-21-2021  
ADM. MATTER No. NP-021 (2024-2025)  
TIN NO. 131-942-754  
Matalino Corner Malakas ST., Brgy. Central  
District IV, Diliman Quezon City