



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



Legal-CO01-2024-207

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), 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**.

WITNESSETH

WHEREAS, the **CLIENT** needs the services of a contractor who will provide food and hotel accommodation to the participants in the **"CONDUCT OF GROUPWORK MANAGEMENT OF LEARNER RIGHTS AND PROTECTION FOCAL PERSON)"** on **June 27-28, 2024**.

WHEREAS, the Approved Budget for the Contract (ABC) is **ONE HUNDRED TWENTY THOUSAND PESOS ONLY (Php120,000.00)**;

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 May 29, 2024, at the website of DepEd Region IV-A CALABARZON, and conspicuous bulletin board in the premises of DepEd Region IV-A CALABARZON on May 28, 2024 to June 3, 2024;

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

1. Sunny Glades Corp. (Tagaytay Haven Hotel);
2. Tagaytay Automart Inc. (Tagaytay Country Hotel);
3. Hotel Kimberly Tagaytay; and
4. Days Hotel Tagaytay.

WHEREAS, five (5) suppliers submitted their respective proposals before the deadline for the submission of quotations, offering the following financial quotations, as read:



Address: Gate 2, Karangalan Village, Cainta, Rizal
 Telephone No.: 02-8682-2114
 Email Address: region4a@deped.gov.ph
 Website: depedcalabarzon.ph



NAME OF BIDDER	AMOUNT OF BID	REMARKS
Azteco Corporation	PhP94,500.00	Non-complying
Sunny Glades Properties Corporation (Tagaytay Haven)	PhP115,500.00	Complying
Tagaytay Country Hotel	PhP118,800.00	Complying
Hotel Dreamworld (Rosemead Inn Inc.)	PhP120,000.00	Complying
Hotel Kimberly Tagaytay	PhP133,350.00	Non-complying

WHEREAS, after review and deliberation on the proposal, **AZTECO CORPORATION** appears non-compliant for failure to comply with the specifications that the location must be within Quezon City;

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 **ONE HUNDRED FIFTEEN THOUSAND FIVE HUNDRED PESOS ONLY (PhP115,500.00)**;

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

WHEREAS, the Entity invited Bids for the Procurement for the hotel accommodation of the participants in the "**CONDUCT OF GROUPWORK MANAGEMENT OF LEARNER RIGHTS AND PROTECTION FOCAL PERSON**" on June 27-28, 2024 and has accepted a Bid by the Hotel Company for food and hotel accommodation in the sum of **ONE HUNDRED FIFTEEN THOUSAND FIVE HUNDRED PESOS ONLY (PhP115,500.00)**. (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 June 27-28, 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 **ONE HUNDRED FIFTEEN THOUSAND FIVE HUNDRED PESOS ONLY (PhP115,500.00)** 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. The meals shall be:**
- a.1** Complete meal (breakfast, AM snacks, lunch, PM snacks and dinner) to the **thirty (30)** participants of the Client;
 - a.2** First meal is **breakfast** of June 27, 2024 and last meal is **PM snacks** of June 28, 2024;
 - a.3** Manage buffet with stand-by waiters during breakfast, lunch and dinner;
 - a.4** Unlimited coffee, water, tea or chocolate drink and candies; and
 - a.5** with assistance of stand-by waiters
- b. The Lodging shall be:**
- b.1** Three (3) single or double sharing rooms (no bed sharing);
 - b.2** Nine (9) triple sharing rooms (no bed sharing);
 - b.3** No mattress on the floor; and
 - b.4** 24-hour hot and cold shower and clean beddings, rooms and restroom
- c. The Function Hall and Facilities shall be:**
- c.1** well-lighted and well ventilated;
 - c.2** with sufficient space to accommodate at least 30 participants in a meeting set-up;
 - c.3** with available audio-visual equipment with stand-by personnel to assist in the operation of:
 - c.3.1** One (1) LCD projectors and wide screen;
 - c.3.2** three (3) serviceable and wireless microphones, five (5) extension cords for laptops and complete set of sound system;
 - c.3.3** Podium/lectern, etc.;
 - c.4** with fast and reliable internet connection in all areas of venue;
 - c.5** with at least two (2) tables for the secretariat (registration area)
 - c.6** without pillars in the middle of the function room.
- d. Other shall be provided with personnel to:**
- d.1** maintain cleanliness in the function hall, restrooms, sleeping quarters, hallway, pantry, and dining area;
 - d.2** assist participants and guest with special conditions, breastfeeding moms, PWDs, and other emergency situation; and
 - d.3** respond to safety and security requirements of the government.

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 between the parties.

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)**


JONALYN GRACE A. PEJI
Sales and Marketing Officer

SIGNED IN THE PRESENCE OF:


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


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 _____, personally appeared:

Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	DepEd Office ID No. 4529876	_____
<u>Jonalyn Grace A. Peji</u>	DSS 110.33 - 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.



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. 5649/223 / TAGAYTAY CITY
 MCLE COMPLIANCE No. VII-0007845

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