



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



Legal-CO01-2024-456

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), 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 hotel company who will provide food and hotel accommodation to the 83 participants in the **“CONDUCT OF THE BULLYING PREVENTION PROGRAM: ORIENTATION ON THE LOCALIZED REGIONAL CHILD PROTECTION POLICY AND ANTI-BULLYING (RCPPA) MANUAL OF DEPED REGION IV-A CALABARZON”** on **November 6 to 8, 2024** to be conducted by the Client.

WHEREAS, the Approved Budget for the Contract (ABC) is **FOUR HUNDRED NINETY-EIGHT THOUSAND PESOS ONLY (PhP498,000.00)**;

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 method 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 October 10, 2024, at the website of DepEd Region IV-A CALABARZON, and conspicuous bulletin board in the premises of DepEd Region IV-A CALABARZON on October 9 to 14, 2024;

WHEREAS, RFQs were sent to at least three prospective suppliers namely:

1. Whitewoods Convention and Leisure Hotel;
2. Sunny Glades Properties Corp. (Tagaytay Haven Hotel); and
3. Tagaytay Automart Inc. – Tagaytay Country Hotel.



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
22 93 0085

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

NAME OF BIDDER	AMOUNT OF BID
Sunny Glades Properties Corporation (Tagaytay Haven)	PhP471,855.00
Tagaytay Country Hotel	PhP495,510.00
Whitewoods Convention and Leisure Hotel	PhP498,000.00

WHEREAS, upon evaluation or careful examination of the technical specification submitted by **SUNNY GLADES PROPERTIES CORPORATION (TAGAYTAY HAVEN)**, the BAC found that it was compliant with the proposed amount of **FOUR HUNDRED SEVENTY-ONE THOUSAND EIGHT HUNDRED FIFTY-FIVE PESOS ONLY (PhP471,855.00)**;

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 Client invited bids for the Procurement for the hotel accommodation of the participants in the **“CONDUCT OF THE BULLYING PREVENTION PROGRAM: ORIENTATION ON THE LOCALIZED REGIONAL CHILD PROTECTION POLICY AND ANTI-BULLYING (RCPPA) MANUAL OF DEPED REGION IV-A CALABARZON”** on November 6 to 8, 2024 and has accepted the bid/quotation of the Hotel Company for food and hotel accommodation in the sum of **FOUR HUNDRED SEVENTY-ONE THOUSAND EIGHT HUNDRED FIFTY-FIVE PESOS ONLY (PhP471,855.00)**. (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 November 6 to 8, 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.
3. Provided with personnel to:
 - 3.1 maintain cleanliness in the function hall, restrooms, sleeping quarters, hallway, pantry, and dining area;
 - 3.2 provide a backdrop for the activity; and tarpaulin display at the Project Site, not to exceed 3”x4”; optional for Projects not exceeding 5 days (COA Circ. 2013-004)
 - 3.3 appropriate and sufficient parking area for VIPs and guests;
 - 3.4 respond to safety and security requirements of the government; and
 - 3.5 with 24-hour security, front-desk and housekeeping services

4. Do such other acts which are necessary in the performance of the above functions as well as those obligations arising from this contract.

Section 2
Responsibilities of the Client

The **Client** shall:

1. Pay the **Hotel Company** the guaranteed number of participants
2. Charged or billed the total amount of **FOUR HUNDRED SEVENTY-ONE THOUSAND EIGHT HUNDRED FIFTY-FIVE PESOS ONLY (Php471,855.00)** for the whole duration of the event;
3. Exercise strict discipline, close supervision and exclusive control and administration over its participants 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
Specification of 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 **83** participants of the Client;
 - a.2 First meal is **breakfast** of November 6, 2024 and last meal is **PM snacks** of November 8, 2024;
 - a.3 Served by manage buffet with stand-by waiters during breakfast, lunch and dinner;
 - a.4 with Unlimited coffee, purified drinking water, tea or chocolate drink and candies, with assistance of stand-by waiters
- b. **The Lodging shall be:**
 - b.1 At least **15** single/double sharing rooms with single bed only;
 - b.2 At least **20** triple sharing rooms for participants
 - b.3 No mattress on the floor;
 - b.3 with 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 83 participants in a training-workshop 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 projector and wide screen;
 - c.3.2 4 serviceable wireless microphones and 1 wired microphone, and 1 microphone stand microphone stand, 8 extension cords and

- complete set of sound system;
- c.3.3** Podium/lectern
- c.3.4** At least **4** Whiteboard with marker/s and erasers
- c.4** with fast and reliable internet connection in all areas of the venue;
- c.5** at least **4** tables for Secretariat (Registration Area)
- c.6** without pillars in the middle of the function room.

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 04 NOV 2024 at TAGAYTAY CITY, 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, FTAD
DepEd Region IV-A CALABARZON


LYNNIE A. REVILLA

Republic of the Philippines
TAGAYTAY CITY S.S.

ACKNOWLEDGMENT

04 NOV 2024 BEFORE ME, a Notary Public for and in the City of TAGAYTAY CITY this _____, personally appeared:

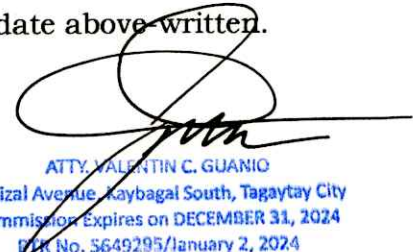
Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	<u>DepEd Office ID No. 4529876</u>	_____
<u>Jonalyn Grace A. Peji</u>	_____	_____

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. 742;
Page No. 70;
Book No. 746;
Series of 2024.


ATTY. VALENTIN C. GUANICO
JP Rizal Avenue, Kaybagal South, Tagaytay City
Commission Expires on DECEMBER 31, 2024
PTR No. S649295/January 2, 2024
ROLL No. 22908
IBP LIFETIME RES. NO. 02892
MCLE COMPLIANCE NO. VII-0016975