



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



Legal-CO01-2024-486

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 HOTEL), 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** has undertaken the procurement of **LEASE OF VENUE WITH FOOD AND ACCOMODATION** for the **“CONFERENCE OF CALABARZON OK SA DEPED PROGRAM COORDINATORS AND AWARDING OF THREE STAR SCHOOLS”** on **December 2 to 6, 2024** to be conducted by the **Client**.

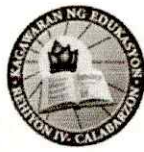
WHEREAS, the Approved Budget for the Contract (ABC) is **ONE MILLION FIVE HUNDRED SIXTY-SEVEN THOUSAND SIX HUNDRED PESOS ONLY (PhP1,567,600.00)**;

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 provides for 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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Website: depedcalabarzon.ph



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, no other government facilities can accommodate 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, Rule XVI, Section 48.2 of the IRR of R.A. 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 the Procuring Entity;

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

WHEREAS, the BAC through its Secretariat, initiated the procurement activity by requesting for quotation to four (4) prospective suppliers as follows: (1) Tagaytay Automart Inc. (Tagaytay Country Hotel), (2) Sunny Glades Properties Corp. (Tagaytay Haven Hotel); (3) Red Hotel; and (4) Madison 101 Hotel;

WHEREAS, only one (1) supplier submitted its proposal: **SUNNY GLADES PROPERTIES CORPORATION (TAGAYTAY HAVEN HOTEL)** in the amount of **ONE MILLION FOUR HUNDRED THIRTY-TWO THOUSAND TWO HUNDRED FORTY PESOS ONLY (PhP1,432,240.00)**. Thus, **SUNNY GLADES PROPERTIES CORPORATION (TAGAYTAY HAVEN HOTEL)** is declared as the lone bidder;

WHEREAS, on November 21, 2024, the end-user submitted a report for the ocular inspection at **SUNNY GLADES PROPERTIES CORPORATION (TAGAYTAY HAVEN HOTEL)** with the attached rating of 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, **Hotel Company** rated with the score of **88.55%**;

WHEREAS, the report containing the result 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, the **Hotel Company** complied with the requirements and declared as the Single Calculated and Responsive Quotation (SCRQ);

WHEREAS, the Entity invited Bids for the Procurement of Lease of Venue (food and accommodation) of the participants, in the "**CONFERENCE OF CALABARZON OK SA DEPED PROGRAM COORDINATORS AND AWARDING OF THREE STAR**

SCHOOLS)" on December 2 to 6, 2024 and has accepted a Bid of the Hotel Company for the Lease of Venue (food and accommodation) in the sum of ONE MILLION FOUR HUNDRED THIRTY-TWO THOUSAND TWO HUNDRED FORTY PESOS ONLY (PhP1,432,240.00). (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 Documents deemed part

All documents submitted by Hotel Company and all the documents released and issued by the Client and its Bids and Awards Committee and Technical Working Group such as but not limited to:

- a) BAC Resolution;
- b) Abstract of Quotation;
- c) Certification of Postings;
- d) Ocular Inspection Report for Lease of Venue and its attachments;
- e) Request for Quotation;
- f) Technical Specifications;
- g) All other documents already submitted by the Hotel Company and to be required to be submitted after the perfection of this contract.

shall form part of this contract.

Section 2 Responsibilities of the Hotel Company

The **Hotel Company** shall:

1. Provide food and hotel accommodation on December 2 to 6, 2024 to the guaranteed number of participants of the **Client**. The details and/or specifications of these services are provided under Section 4 of this contract.
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. Provide with personnel to:
 - 3.1 maintain cleanliness in the function hall, restrooms, sleeping quarters, hallway, pantry, and dining area;
 - 3.2 with sufficient parking area for VIP and other guests;
 - 3.3 respond to safety and security requirements of the government, 24-hour security, front desk and housekeeping services.
 - 3.4 2 pieces (8x5 feet) Tarpaulin (1 pc good for 4 days on state) and (1 pc for day 5 as backdrop at the entrance)
4. Do such other act which are necessary in the performance of the above functions as well as those obligations arising from this contract

Section 3 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 **ONE MILLION FOUR HUNDRED THIRTY-TWO THOUSAND TWO HUNDRED FORTY PESOS ONLY (PhP1,432,240.00)** 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 4
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 payments.

Section 5
Specification of 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 as follows:

Date/s	Description	No. of pax
December 2, 2024	Breakfast AM snack Lunch PM snack Dinner	126
December 3, 2024	Breakfast AM snack Lunch PM snack Dinner	126
December 4, 2024	Breakfast AM snack Lunch PM snack Dinner	132
December 5, 2024	Breakfast AM snack Lunch PM snack Dinner	195
December 6, 2024	Breakfast AM snack Lunch PM snack	226

- 1.2 First meal is **breakfast** of December 2, 2024, and Last meal is **PM snack** of December 6, 2024;
- 1.3 Served by any type of buffet with stand-by waiters during breakfast, lunch and dinner;

- 1.4 With unlimited coffee, purified drinking water, tea or chocolate drink and candies with assistance of stand-by waiters

5. The Function Hall and Facilities shall be:

- 3.1** well-lighted and well ventilated;
3.2 with sufficient space to accommodate at least 239 pax in a **ballroom type or plenary room**;
3.3 with available audio-visual equipment with stand-by personnel to assist in the operation of:
3.3.1 Three (3) LCD projector/TV Big Screen with HDMI Cord wide screens or combinations of LCD Projector and TV big screen with HDMI cords for the synchronous presentation of slides;
3.3.2 Three (3) serviceable and wireless microphones, **1** microphone stand, **5** extension cords and complete set of sound system;
3.3.3 Podium/lectern
3.4 with fast and reliable internet connection in all areas of the venue;
3.5 with at least three (3) tables for the secretariat (registration Area);
3.6 without pillars in the middle of the function room;

2. The Room Accommodation shall be:

- 3.1** At most 2 single bed sharing rooms for participants with single bed only;
3.2 No bed mattress on the floor;
3.3 With 24-hours hot and cold shower, clean beddings, rooms and restrooms;

Section 6

Use of Hotel Parking Space

The **Hotel Company** shall allow the use of its parking space to the participants free of charge.

Section 7

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 8

Settlement of Dispute

If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of this contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Any and all dispute arising from the implementation of a contract shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004." By mutual agreement, the parties agree in writing to resort to other alternative modes of dispute resolution.

Section 9
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 10
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**

**Sunny Glades Properties Corp.
(Tagaytay Haven Hotel)**


ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director


JONALYN GRACE A. PEJI
Sales and Marketing Officer

SIGNED IN THE PRESENCE OF:


EDUARDA M. ZAPANTA
Chief Education Supervisor, ESSD
DepEd Region IV-A CALABARZON


HEARTH JAYAROFFE O. DORADO

REPUBLIC OF THE PHILIPPINES)
ALFONSO CAVITE) SS.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of ALFONSO CAVITE, this NOV 29 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: 225-850 445-000	_____


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 seven 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. 899;
Page No. 60;
Book No. 96;
Series of 2024.




ATTY. ENRIQUE G. BAUTISTA JR.
NOTARY PUBLIC FOR THE PROVINCE OF CAVITE
COMMISSION EXPIRES ON DECEMBER 31, 2024
ROLL OF ATTORNEY'S NO. 52758
PTR NO. 7254776 / ISSUED ON 01/04/2024 AT ALFONSO CAVITE
IBP LIFETIME NO. 031665/01/30/2018
MCLE COMPLIANCE NO. VH-0012000 VALID UNTIL APRIL 14, 2025

**APPENDIX B
DOCUMENTARY REQUIREMENT
ALTERNATIVE METHODS OF PROCUREMENT**

LEASE OF REAL PROPERTY AND VENUE

RATING FACTORS AND DETERMINATION OF REASONABLENESS OF RENTAL RATES

Title:

Date:

ABC:

C. TABLE OF RATING FACTORS FOR LEASE OF VENUE

No.	RATING FACTORS	WEIGHT (%)	RATING
I	Availability	100	100
II	Location and Site Condition		
	1. Accessibility	(50)	40
	2. Parking space	(50)	45
		100	85
III	Neighborhood Data		
	1. Sanitation and health condition	(25)	19
	2. Police and fire station	(25)	15
	3. Restaurant	(25)	20
	4. Banking and Postal	(25)	15
		100	69
IV	Venue		
	a. Structural condition	(20)	15
	b. Functionality		
	a. Conference Rooms	(10)	9
	b. Room arrangement (e.g., single, double, etc.)	(5)	3
	c. Light, ventilation and air conditioning	(5)	4
	d. Space requirements	(5)	4
	c. Facilities		
	a. Water supply and toilet	(4)	3
	b. Lighting system	(5)	4
	c. Elevators	(4)	0
	d. Fire escapes	(4)	4
	e. Fire fighting equipment	(4)	4

	f. Internet and Telecommunications	(4)	3
	g. Audio visual equipment	(5)	4
	d. Other requirments		
	a. Maintenance	(5)	4
	b. Attractiveness	(5)	4
	c. Security	(5)	4
	e. Catering Services	(5)	4
	f. Client's satisfactory rating	(5)	3
		100	76
I	Availability	X(.5)=	50
II	Location and Site Condition	X(.1)=	8.5
III	Neighborhood Data	X(.05)=	3.45
IV	Veneu	X(.35)=	26.6
	FACTOR VALUE		88.55

PASSING RATE: 85%

Note: Weight of each rating factor may be changed as long as total weight per classification is equivalent to 100. Figures in parenthesis are samples. Procuring Entity must determine passing rate before inviting bids from Lessors. A bid is determined to be responsive if it is equal to or higher than the passing rate.

ED- GIDEON ANDRINWED
Name and Signature

TA I - SMHP
Position/date

PEARL OLIVETH S. INTIA
Name and Signature

MEDICAL OFFICER IV
Position/date