

Republic of the Philippines



Department of Education

REGION IV-A CALABARZON

CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into by and between:

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 CORP. (TAGAYTAY HAVEN HOTEL) a domestic corporation duly registered domestic corporation under the Philippine laws, with principal address at Mendez Junction West, Tagaytay City, 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 accommodation to the participants in the "REGIONAL TRAINING ON INDIGENOUS PEOPLES EDUCATION (IPEd) COMPONENT OF THE REVISED K TO 12 CURRICULUM FOR GRADES 2, 3, 5, 8" on SEPTEMBER 17-19, 2025 to be conducted by the Client.

WHEREAS, the Approved Budget for the Contract (ABC) is **NINE HUNDRED SIXTY THOUSAND PESOS (Php960,000.00)**.

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 August 12, 2025, at the office website of DepEd Region IV-A CALABARZON, and conspicuous bulletin board in the premises of DepEd Region IV-A CALABARZON on August 11, 2025 to August 15, 2025 at 9:00am.

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

1. Tagaytay Automart, Inc. - Tagaytay Country Hotel;

2. Caliv Resort and Development Corp. (Villa Excellance Beach and Wavepool Resort);

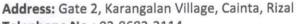
3. Country Chateau Hoteliers Corporation (Country Chateau Hotel); and

4. Marawi Leisure Park Inc. (Tanza Oasis Hotel and Resort);









Telephone No.: 02-8682-2114

Email Address: region4a@deped.gov.ph

Website: depedcalabarzon.ph



WHEREAS, five (5) 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	REMARKS	
SUNNY GLADES PROPERTIES CORP. (TAGAYTAY HAVEN HOTEL)	Php888,000.00	Complying	
TAGAYTAY AUTOMART INC - TAGAYTAY COUNTRY HOTEL	Php945,600.00	Complying	
MARAWI LEISURE PARK INC. (TANZA OASIS HOTEL AND RESORT)	Php957,600.00	Complying	
GRAND MONACO PREMIER HOTEL	Php959,520.00	Non-Complying on the Technical Specification set by this office	
AQUAMIRA HOTEL & RESORT, INC.	Php1,065,880.00	Non-Complying (Submitted Quotation is Above the ABC)	

WHEREAS, upon evaluation or careful examination of the technical specification submitted by **SUNNY GLADES PROPERTIES CORP.** (TAGAYTAY HAVEN HOTEL), the BAC found that it was compliant with the proposed amount of **EIGHT HUNDRED EIGHTY-EIGHT THOUSAND PESOS** (Php888,000.00);

WHEREAS, after review and deliberation on the proposals, SUNNY GLADES PROPERTIES CORP. (TAGAYTAY HAVEN HOTEL) complied with the requirements and is hereby declared as the Lowest Calculated and Responsive Quotation (LCRQ);

WHEREAS, the Client invited bids for the Procurement for the food and accommodation of the participants in the "REGIONAL TRAINING ON INDIGENOUS PEOPLES EDUCATION (IPEd) COMPONENT OF THE REVISED K TO 12 CURRICULUM FOR GRADES 2, 3, 5, 8" on September 17-19, 2025 and has accepted the bid/quotation of the Hotel Company for food and accommodation in the sum of EIGHT HUNDRED EIGHTY-EIGHT THOUSAND PESOS (Php888,000.00). (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 accommodation on September 17-19, 2025 to the 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 Provision for backdrop for the activity; and Tarpaulin display at Project Site, not to exceed 3" by 4"; optional for Projects not exceeding 5 days (COA Circ. No. dated January 30, 2013-004);

.3 assist participants and guest with special conditions, breastfeeding moms, PWDs, and other emergency

situation;

3.4 respond to safety and security requirements of the government;

3.5 appropriate and sufficient parking area for VIPs and guests; and

3.6 with 24-hour security, front-desk and housekeeping services

 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
- Charged or billed the total amount of EIGHT HUNDRED EIGHTY-EIGHT THOUSAND PESOS (Php888,000.00) 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 160 participants of the Client.

a.2 serve by any type of buffet with stand-by waiters during breakfast, lunch and dinner.

a.3 first meal is breakfast of September 17, 2025 and last meal is PM snacks on September 19, 2025.

a.4 with unlimited coffee, purified drinking water, tea and candies, with assistance of stand-by waiters.

a.5 AM and PM Snacks with drinks.

b. The Lodging shall be:

- **b.1** at least eighty (80) twin sharing rooms (single beds only).
- **b.2** at least fifty-four (54) triple sharing rooms for participants

b.3 no bed mattress on the floor.

b.4 with 24-hour hot and cold shower and clean beddings, rooms and restroom.

c. The Function Hall and Facilities shall be:

c.1 can accommodate 94 pax in a Conference set-up; and 3 additional breakout rooms for 24-24-18 pax per room;

c.2 well-lighted and well-ventilated;

e.3 with available audio-visual equipment with stand-by personnel to assist in the operation of:

c.3.1 at least four (4) LCD projectors and widescreens;

- c.3.2 at least one (1) whiteboards with marker/s and erasers;
- c.3.3 complete set sound system, at least five (5) extension cords for laptop;
- c.3.4 four (4) microphones (2 wireless & 2 wired microphones), two (2) microphone stands; and

c.3.5 Podium/lectern

c.4 with unlimited access to internet connection and have Wi-Fi in all areas of the venue.

c.5 no pillars in the middle of the function room.

c.6 at least three (3) tables for the Secretariat (Registration Area).

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 Alternative Dispute Resolution (ADR) Clause

Both parties entered into this agreement in the spirit of mutual trust and understanding. The parties intend that all unforeseen matters, issues, and concerns that will arise in the future shall be resolved with mutual understanding. In case of conflict/dispute between the parties, it shall be resolved in a peaceful and amicable manner. Every earnest effort shall be made to amicably settle the conflict/dispute through peaceful dialogue and negotiation to accommodate the policies and intention of both parties.

In case of failure to settle the conflict/dispute through peaceful and amicable manner, such conflict/dispute shall be submitted for arbitration/mediation in accordance with Republic Act No. 9285, known as Alternative Dispute Resolution Act of 2004. Both parties mutually agree that the decision of the designated/chosen arbitrator/mediator is binding to them. The place of arbitration/mediation is exclusively in Cainta, Rizal.

No legal action may be instituted in any court/tribunal/quasijudicial body unless the arbitration/mediation has failed or waived by both parties in writing. Legal action for breach of this agreement shall only be instituted in the courts of competent jurisdiction in Cainta, Rizal to the exclusion of all other courts outside the judicial region.

Section 8

Capacity and Authorization

The signatories to this contract hereby represent and warrant that they are 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.

at, Philippines			
Department of Education Region IV-A CALABARZON ATTY. ALBERTO T. ESCOBARTE, SESO II Regional Director	SUNNY GLADES PROPERTIES CORP. (TAGAYTAY HAVEN HOTEL) JONALYN GRACE A. PEJI Sales and Marketing Officer		
SIGNED IN THE PRESENCE OF:			

BIANLA

NICOLE

Chief, CLMD DepEd Region IV-A CALABARZON

Jonalyn Grace A. Peji

voluntary act and deed.

ACKNOWLEDGMENT

0 4 SEP 2025, personally	Public for and in the City of _appeared:	CITY OF TAGAY TAKES
Name	Identification No.	Expiration Date
Atty. Alberto T. Escobarte	DepEd Office ID No. 4529876	

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

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



APTY HEND BRASON

Not all agents

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Not all agents

Rell No. 40800

IBP No. 477501 11/18/2024

Cavite Chapter

MCLE Compliance No. VIII-8442 5/3/2024