

Republic of the Philippines
Department of Education
REGION IV-A CALABARZON
GATE 2, KARANGALAN VILLAGE
1900 CAINTA, RIZAL



Office of the Regional Director

CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into by and between:

DEPARTMENT OF EDUCATION, Region IV-A, a government agency with office address at Gate 2 Karangalan Village, Cainta, Rizal, represented by its Regional Director, **FRANCIS CESAR B. BRINGAS**, hereinafter referred to as the **CLIENT**.

-and-

TAGAYTAY AUTO MART, INC.-TAGAYTAY COUNTRY HOTEL, with principal address at Emilio Aguinaldo Highway, Olivarez Plaza, Tagaytay City, Cavite, represented herein by its Sales Account Executive, **KING VECINAL DUENAS**, 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 **"WORKSHOP ON THE DEVELOPMENT OF LEARNING ASSURANCE FOR MONITORING AND PROGRESS (LAMP) FOR YEAR-END ASSESSMENT PHASE 1 & 2"** on **March 22-25, 2022**.

WHEREAS, the Approved Budget for the Contract (ABC) is **FIVE HUNDRED SIXTY THOUSAND PESOS ONLY (Php560,000.00)**;

WHEREAS, Rule XVI, Section 48.2 of the IRR of RA 9184 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 53.9 of the IRR of RA 9184 allows Negotiated Procurement under Small Value Procurement 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 PhilGEPS, office website and conspicuous bulletin board of the regional office on March 10, 2022;

WHEREAS, RFQs were sent to at least three prospective suppliers;

WHEREAS, one (1) Supplier submitted its proposal; **TAGAYTAY AUTO MART, INC.-TAGAYTAY COUNTRY HOTEL**, in the amount of **FIVE HUNDRED FORTY-SIX THOUSAND PESOS ONLY (Php546,000.00)**. Thus, **TAGAYTAY AUTO MART, INC.-TAGAYTAY COUNTRY HOTEL** is declared as the lone bidder;

WHEREAS, after review and deliberation on the proposal, **TAGAYTAY AUTO MART, INC.-TAGAYTAY COUNTRY HOTEL** complied with the requirements and declared as the Single Calculated and Responsive Bid (SCRB);

WHEREAS, under the latest resolution and guidelines of the Inter-Agency Task Force on Emerging Infectious Diseases (IATF-EID) issued on October 18, 2021, the Certificate of Authority to Operate and Safety Seal **Certificate issued by the Department of Tourism (DOT) applies in areas classified under General Community Quarantine (GCQ), GCQ with Heightened Restriction (GCQ-HR), or Alert Level 4 and Alert Level 3.**

WHEREAS, **TAGAYTAY AUTO MART, INC.-TAGAYTAY COUNTRY HOTEL** is within Tagaytay City, Cavite under Alert Level 1.

WHEREAS, the Entity invited Bids for the Procurement for the hotel accommodation of the participants in the **"WORKSHOP ON THE DEVELOPMENT OF LEARNING ASSURANCE FOR MONITORING AND PROGRESS (LAMP) FOR YEAR-END ASSESSMENT PHASE 1 & 2"** on March 22-25, 2022 and has accepted a Bid by the Hotel Company for food and hotel accommodation in the sum of **Five Hundred Forty-Six Thousand Pesos Only (Php546,000.00)**. (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 hotel accommodation on March 22-25, 2022 to the Seventy (70) 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 will pay the Hotel Company the guaranteed number of participants. The Client shall be charged or billed the amount of **One Thousand Nine Hundred Fifty Pesos Only (Php1,950.00)** per participant or the total amount of **Five Hundred Forty-Six Thousand Pesos Only (Php546,000.00)** for the whole duration of the event.

Section 3 Supervision and Control

The Hotel Company shall 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 CLIENT on the matter. In so far as enforcement of police and company rules and regulations related to safety is concerned, the CLIENT shall exercise supervision and control over the participants.

Section 4 Liability to Personnel and Third Parties

The Hotel Company is NOT an agent or employee of the CLIENT and the personnel to be assigned by the Hotel Company to the CLIENT are in no sense employees of the latter as they are for all intents and purposes employees of the Hotel Company.

Accordingly, the CLIENT shall not be responsible for any and all claims for personal injury caused to any of the personnel or to any third party where such injury arises out of or in the course of performance of said personnel.

Section 5 Hotel Accommodation Inclusions

In addition to the services offered mentioned above, the Hotel Company shall provide for the following inclusions:

a. Food

- Breakfast, AM Snack, Lunch, PM Snack and Dinner
(Day 1: First meal to be served, Breakfast and Last Day: Last meal to be served, PM Snack) with attached menu options

b. Hotel Accommodation

- Two (2) to three (3) or three (3) to four (4) persons per room, depend on the size of the room, Air conditioned, with TV and Hot and Cold Shower (must be compliant with social distancing protocol).

c. Function Hall

- Use of Air-conditioned Function hall (must be compliant with social distancing protocol)
- Use of LCD Projector and Wide Screen
- Basic Sound System with Two (2) Microphones
- Wifi Access
- Extension Cords
- 5 to 7 persons for round table big depending the size to observe social distancing

-big halls good to observe social distancing

d. Stable and Strong Internet Connection in the Conference Room and Rooms of the participants

Section 6

Use of Hotel Parking Space

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

Section 7

Assignment

This contract cannot be assigned by either party. In case assignment will be made, the party assigning must inform the other party of such arrangement at least one day prior to the activity.

Section 8

Termination of Contract

Either party may terminate this contract on any ground provided by law and for violation/s of the provisions of this contract. In such case, the party terminating shall serve a written notice to the other party at least one (1) day prior to the effectivity of termination.

Section 9

Venue of Action

In case an action will arise from this agreement, the venue of the action shall be in Taytay, Rizal or Pasig City only.

Section 10

Warranty

The Hotel Company hereby warrants and attest that the signatory in this contract is duly authorized by the Board and / or its Management to sign for and its behalf.

Section 11


Other conditions of the contract

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

Tagaytay Auto Mart, Inc.-
Tagaytay Country Hotel


FRANCIS CESAR B. BRINGAS
Regional Director


KING VECINAL DUENAS
Sales Account Executive

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of **TAGAYTAY CITY**, this APR 11 2022, personally appeared:

Name Identification No. Expiration Date

Francis Cesar B. Bringas

Non-Professional Driver's
License No. A08-89-001189

2023/10/02

King Vecinal Duenas

TIN #: 308-829-152-060


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. 301
Page No. 62
Book No. XCII
Series of 2022.



Notary Public

ATTY. EDITHA HERNANDEZ-OROHICO
NOTARY PUBLIC FOR THE PROVINCE OF CAVITE
COMMISSION EXPIRES FEB 31, 2022
PUNJUNT TO L.M. No. 1799
GERARD BUILDING 2/F RICH AVENUE
BRGY. KAYBAGAL SOUTH TAGAYTAY CITY
ROLL OF ATTORNEYS No. 65551
IBF LIFE MEMBERSHIP No. 018078
PTR No. 4185604-010322
MCLE COMPLIANCE No. VI-0010419/07/18/2018