



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:

**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 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**.

**W I T N E S S E T H**

**WHEREAS**, the **CLIENT** needs the services of a contractor who will provide food and hotel accommodation to the participants in the **"MASS TRAINING OF ALS TEACHERS ON THE IMPLEMENTATION OF ALS ACT AND ITS IMPLEMENTING RULES AND REGULATIONS (IRR) (BATCHES 1 and 2)"** on **June 27-28, 2022** and **July 11-12, 2022**.

**WHEREAS**, the Approved Budget for the Contract (ABC) is **NINE HUNDRED TWENTY THOUSAND PESOS ONLY (Php920,000.00)**;

**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 **June 15-20, 2022**;

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

**WHEREAS**, two (2) Suppliers submitted their respective proposal before the deadline for the submission of bids, offering the following financial bids, as read:

NAME OF BIDDER	AMOUNT OF BID
Tagaytay Country Hotel	Php897,000.00
Great Life Hotel & Leisure Corporation (Whitewoods Convention & Leisure Hotel)	Php919,982.70

**WHEREAS**, after review and deliberation on proposal of the lowest read bidder, the BAC found the bidder compliant and responsive to the technical and financial requirements of the procurement activity hence, subsequently declared **TAGAYTAY COUNTRY HOTEL**, as the Lowest Calculated and Responsive Bidder (LCRB);

**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 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 **"MASS TRAINING OF ALS TEACHERS ON THE IMPLEMENTATION OF ALS ACT AND ITS IMPLEMENTING RULES AND REGULATIONS (IRR) (BATCHES 1 and 2)"** which will be held on **June 27-28, 2022 and July 11-12, 2022** and has accepted a Bid by the Hotel Company for food and hotel accommodation in the sum of **EIGHT HUNDRED NINETY-SEVEN THOUSAND PESOS ONLY (Php897,000.00)**. (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 June 27-28, 2022 to the One Hundred Fifteen (115) participants; and on July 11-12, 2022 to the One Hundred Fifteen (115) participants;
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 day, per participant for the June 27-28, 2022, and July 11-12, 2022 or the total amount of Eight Hundred Ninety-Seven Thousand Pesos Only (**Php897,000.00**) 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

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 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 Snacks, Lunch, PM Snacks and Dinner  
**(DAY ONE (1): First meal to be served is breakfast and LAST DAY: Last meal to be served is PM snacks** with attached menu options

##### **b. Hotel Accommodation**

-Air conditioned, with TV and Hot and Cold Shower.  
 -3 to 4 persons per room, depend on the size of the room and ALERT LEVEL from the IATF Guidelines (in compliance with social distancing protocol)

##### **c. Function Hall**

-Use of Air-conditioned Function Hall  
 -5 to 7 persons for big round table depending the size to observe (social distancing)  
 -big halls good to observe social distancing  
 -with good lighting and ventilation

##### **d. Multi Media Projector with Wide Screen**

##### **e. STABLE and STRONG Internet Connection in the CONFERENCE ROOM and ROOM OF THE PARTICIPANTS**

##### **f. Extension Cords**

##### **g. Whiteboard**

##### **h. Sound System and Microphone**

##### **i. Brewed coffee during session**

#### 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.

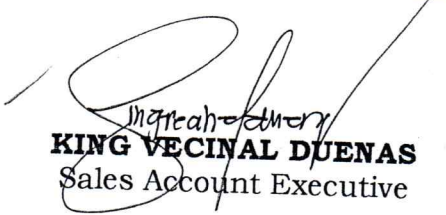
JUL 08 2022

QUEZON CITY

**Department of Education  
Region IV-A CALABARZON**

  
**FRANCIS CESAR B. BRINGAS**  
Regional Director

**TAGAYTAY COUNTRY HOTEL**

  
**KING VECINAL DUENAS**  
Sales Account Executive

**SIGNED IN THE PRESENCE OF:**

\_\_\_\_\_

\_\_\_\_\_

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public for and in the City of \_\_\_\_\_, this \_\_\_\_\_ personally appeared:

QUEZON CITY

Name

Identification No.

Expiration Date

Francis Cesar B. Bringas

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

2023/10/02

JUL 08 2022

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.

**Notary Public**

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 Page No. 34  
 Book No. 30  
 Series of 2022.

ATTY. Concepcion P. Villaren  
 Notary Public for Quezon City  
 Until December 31, 2022  
 PTR No. 2442351 / January 3, 2022 Q.C.  
 IBP No. 167862 / November 25, 2021 Q.  
 Roll No. 30457 / 05-03-1980  
 MCLE VI-0030379 / 02-21-2020  
 ADM. MATTER No. NP-005 (2022-2023)  
 TIN NO. 131-942-754