



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 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-

TAGAYTAY COUNTRY HOTEL, with principal address at Olivarez Plaza Emilio Aguinaldo Highway, Brgy. San Jose, 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 **“WORKSHOP ON THE QUALITY ASSURANCE OF SDO CONTEXTUALIZED LEARNING RESOURCES USED FOR LRP”** on **November 23-25, 2022**.

WHEREAS, the Approved Budget for the Contract (ABC) is **FIVE HUNDRED NINETY-EIGHT THOUSAND PESOS ONLY (Php598,000.00)**;

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 methods 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, 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 in the Philippine Government Electronic Procurement System (PhilGEPS), on November 8, 2022, office website and conspicuous bulletin board in the premises of this Office starting on November 7, 2022 to November 11, 2022

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

1. The Bayleaf – Cavite;
2. Tanza Oasis; and



Legal-CO01-2022-67

Address: Gate 2, Karangalan Village, Cainta, Rizal
Telephone Nos.: 02-8682-5773/8684-4914/8647-7487
Email Address: region4a@deped.gov.ph
Website: depedcalabarzon.ph



3. Whitewoods Convention and Leisure Hotel.

WHEREAS, three (3) 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	Php528,705.00
Leonida's Exclusive Resort	Php530,100.00
Great Life Hotel and Leisure Corp. (Whitewoods Convention and Leisure Hotel)	Php557,220.00 Php595,050.00

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, the Entity invited Bids for the Procurement for the hotel accommodation of the participants in the **“WORKSHOP ON THE QUALITY ASSURANCE OF SDO CONTEXTUALIZED LEARNING RESOURCES USED FOR LRP”** which will be held on **November 23-25, 2022** and has accepted a Bid by the Hotel Company for food and hotel accommodation in the sum of **Five Hundred Twenty-Eight Thousand Seven Hundred Five Pesos Only (Php528,705.00)**. (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 23-25, 2022 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.

Section 2
Responsibilities of the Client

The **Client** shall:

1. Pay the **Hotel Company** the guaranteed number of participants
2. Agree that it shall be charged or billed the amount of *One Thousand Eight Hundred Ninety-Five Pesos Only (Php1,895.00)* per participant for three days, for the food and hotel accommodation or the total amount of *Five Hundred Twenty-Eight Thousand Seven Hundred Five Pesos Only (Php528,705.00)* for the whole duration of the event;
3. 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 **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 **Client** hereby understands that the focal person must be the one responsible for the immediate processing of payments.

Section 4 **Inclusions in the services**

The **Hotel Company** shall provide for the following:

a. Food

1. Meals for Breakfast, AM Snacks, Lunch, PM Snacks and Dinner;
2. First meal is Breakfast on Day 1 and the last meal is PM Snacks on the last day;
3. Free flowing coffee (brewed), tea, and hot chocolate; and
4. Purified drinking water, hot and cold, mess hall and dining area

b. Hotel/Room Accommodation

1. Can accommodate 93 participants for Twin Sharing/Standard Sharing room accommodation to observe health protocols;

c. Conference/Session Hall

1. Strong internet connection with a minimum of 150 mbps;
2. Frequently sanitized grand/spacious hall that can accommodate 93 pax in one seating;
3. Function hall is ready for registration at 6:00 am;
4. Free use of 3 function rooms or wide lobby/area for display and set up of the presentation of LR's;
5. With 2 LCD and widescreen and printer extension cords, quality sound system, microphones & microphone stands, whiteboard with markers;
6. Provision of medical personnel, 70% Solution Alcohol, and non-contact thermometer.

d. Other Concerns

1. Free tarpaulin, at least 2 pcs-Outside & in the Main hall, hanging with DepEd CALABARZON Logo;
2. With free use of vehicle from the office to the venue and vice-versa for supplies/materials and speakers; and
3. Parking slots for participants up to 20 slots

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 amicable 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.

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

Section 8
Warranty

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

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.

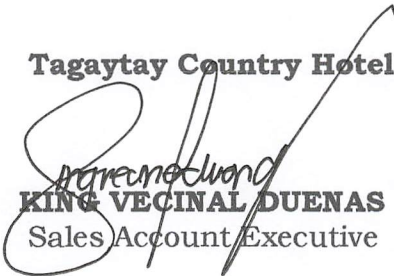
IN WITNESS WHEREOF, the parties have hereunto set their hands, this day of

DEC 05 2022 at QUEZON CITY, Philippines.

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


ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director

Tagaytay Country Hotel


KING VECINAL DUENAS
Sales Account Executive

SIGNED IN THE PRESENCE OF:

JOB S. ZAPE, JR.
Chief Education Program Supervisor
Curriculum & Learning Management Division

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) SS.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, this
DEC 05 2024, personally appeared:

Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	DepEd Office ID No. 4529876	_____
<u>King Vecinal Duenas</u>	TIN ID# 308-829-152-000	_____

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 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

Doc. No.⁸⁵⁷
Page No.⁷²
Book No.⁷³;
Series of 2022.

Cavillan
ATTY. CONCEPCION P. VILLARENA
Notary Public for Quezon City
Until December 31, 2022
PTR No. 2442851 / January 3, 2022 Q.C
IBP No. 167802 / November 25, 2021 Q.C
Roll No. 30457 / 05-09-1980
MCLE VI-0030379 / 02-21-2020
ADM. MATTER No. NP-005 (2022-2023)
TIN NO. 131-942-754