



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 AUTO MART, INC. (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** has undertaken the procurement of **food and accommodation, decoration including LED board, lights and sound package and live streaming package** for the **"2022 STAKEHOLDERS APPRECIATION AND SUMMIT AND 2022 NATIONAL LITERACY AWARDS"** on **January 9-10, 2023**.

WHEREAS, the Approved Budget for the Contract (ABC) is **THREE HUNDRED NINETY-TWO THOUSAND FIVE HUNDRED PESOS ONLY (Php392,500.00)**;

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, the Request for Quotation (RFQ) was posted in the Philippine Government Electronic Procurement System (PhilGEPS), on December 22, 2022, office website and conspicuous bulletin board in the premises of this Office starting on December 21, 2022 to December 27, 2022

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

1. The Bayleaf Cavite;
2. First Sta. Rosa Hotel Corporation (El Cielito Hotel – Sta. Rosa);
3. Tagaytay Auto Mart, Inc. (Tagaytay Country Hotel); and
4. Forest Crest Nature Hotel and Resort.



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

Legal-CO01-2023-2



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

NAME OF BIDDER	AMOUNT OF BID
TAGAYTAY AUTO MART, INC. (TAGAYTAY COUNTRY HOTEL)	Php363,000.00
TAGAYTAY HAVEN – ULAT/SUNNY GLADES PROPERTIES CORP.	Php367,500.00

WHEREAS, upon evaluation or careful examination of the technical specification submitted by **TAGAYTAY AUTO MART, INC. (TAGAYTAY COUNTRY HOTEL)**, the BAC found that it was complying with the proposal amount of **THREE HUNDRED SIXTY-THREE THOUSAND PESOS ONLY (Php363,000.00)**.

WHEREAS, after review and deliberation on the 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 **Hotel Company**, 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, **Hotel Company** is within Tagaytay City under Alert Level 1.

WHEREAS, the Entity invited Bids for the Procurement for the food and hotel accommodation of the participants, and decoration including LED board, lights and sound package and live streaming package in the **“2022 STAKEHOLDERS APPRECIATION AND SUMMIT AND 2022 NATIONAL LITERACY AWARDS”** on **January 9-10, 2023** and has accepted a Bid of **2022 STAKEHOLDERS APPRECIATION AND SUMMIT AND 2022 NATIONAL LITERACY AWARDS** for the food and hotel accommodation, decoration including LED board, lights and sound package and live streaming package in the sum of **THREE HUNDRED SIXTY-THREE THOUSAND PESOS ONLY (Php363,000.00)**. (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 December 13-14, 2022 to the participants; and decoration including LED board, lights and sound package and live streaming package for the activity 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.

Qab

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 for the following remunerations for the whole duration of the event;

Descriptions	Unit Cost	Total Cost
Food and Accommodation - January 9-10, 2023 for 20 participants	Php1,950.00	Php78,000.00
Food/Meals - January 10, 2023 for 300 participants	Php780.00	Php234,000.00
Decorations with Flower arrangement		Php13,000.00
LED Board, Light & Sound package and Live Streaming package		Php38,000.00
TOTAL		Php363,000.00

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

January 9, 2022 (20 pax)

1. Breakfast:
(Grilled Bacon, Pork Sausages, Bake Bean, Hash Brown, Fried or Scrambled Egg, Beverages: choice of Coffee/juice)
2. AM Snacks:
(Banana Bread/Fruit Juice)
3. Lunch:
(Egg Drop Soup, Pork Menudo, Special, Garlic Baguio Beans, Plain Rice, Leche Flan, Ice Tea)



4. PM Snacks:
(Spaghetti Filipino Style with bread roll, fruit juice)
5. Dinner:
(Pumpkin Soup, Pork Tonkatsu, Bangus Steak Tagalog, Sauted Ampalaya with egg, Plain Rice, Fruits in season, Iced Tea)

January 10, 2022 (20 pax)

1. Breakfast:
(Filipino Breakfast choice of: Tosilog, Tasilog, Bangus silog, Beverages: choice of coffee/juice)

January 10, 2022 (300 pax)

1. AM Snacks:
(Chicken Parmigiana with Toasted Bread, Beverages: choice of coffee/juice)
2. Lunch
(Vegetable Soup, Fish Rebusado in Sweet Chili Sauce, Pork Caldereta, Pinakbet, Plain Rice, Ube Pana Cotta, Ice Tea)
3. PM Snacks:
(Adobo Roll, Fruit Juice)

b. Room Accommodation

1. Maximum of triple sharing rooms (single beds)
2. With Towel and toiletries (soap, shampoo, toothbrush & toothpaste)
3. Satellite TV
4. Free Wifi access

c. Venue

1. Large hall with no obstruction
2. Large stage
3. Can accommodate 320 pax (6 pax per table)
4. Transport accessibility
5. Enough wash areas
6. With billeting quarters for two (2) TWG and performers
7. Availability of the following:
 - **Effective, efficient, and reliable strong internet connection conducive for hybrid set-up**
 - Extension cords
 - Functional air condition unit

d. Decorations:

1. Fresh flower arrangements
2. Others based on the Drawing (Please see attached drawing)

e. LED Board, Light and Sound Package and Live Streaming Package

1. 6' x 9' or 9' x 12' LED Board
2. Professional Lights and Sound
3. Live Streaming Package
 - a. Technical Crew
 - b. Live Streaming Platform
 - c. 3 Camera Set-up
 - d. Can Live-Stream to DepEd TAYO CALABARZON FB

e. Live Streaming Techs and Gadgets

f. Other Concerns

1. Free parking for the duration of the stay
2. Free use of Amenities
3. Able and willing to ensure provisions for participants and guests with special conditions, example: breastfeeding moms, PWDs, and other emergency situations.
4. Available in-house nurse/medic when needed.
5. Alcohol/sanitizer must be in the areas that can easily be accessed by the participants.
6. Responsive to safety and security requirements of the government.

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 amicably 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

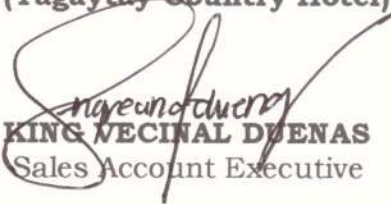
c. The **Hotel Company** shall cause the notarization of this contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands, this day of JAN 06 2023 at PARANAQUE CITY, Philippines.

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

**Tagaytay Auto Mart Inc.
(Tagaytay Country Hotel)**


ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director


KING VECINAL DUENAS
Sales Account Executive

SIGNED IN THE PRESENCE OF:

REPUBLIC OF THE PHILIPPINES)
PARANAQUE CITY) SS.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of PARANAQUE CITY this JAN 06 2023, personally appeared:

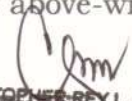
Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	<u>DepEd Office ID No. 4529876</u>	_____
<u>King Vecinal Duenas</u>	<u>TIN #: 308-829-152-000</u>	_____

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 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.

Doc. No. 13;
Page No. 4;
Book No. _____;
Series of 2023.


CHRISTOPHER REY L. FERNANDEZ
Notary Public Commission No. 298-2023 / Until 31 December 2024
Notary Public of Paranaque City
138 Olivarez Plaza, Ninoy Aquino Avenue
Brgy. San Dionisio, Paranaque City
Roll No. 49419
PTR No. 3213074; 1/13/2023; Paranaque City
IBP No. 288536; 01/16/2023; Makati City
MCLE No. VI-0023119 / TIN 216989798