



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**.

WITNESSETH

WHEREAS, the **CLIENT** has undertaken the procurement of **LEASE OF VENUE (FOOD AND ACCOMMODATION) for the WORKSHOP ON THE FINALIZATION OF TVL COURSES OFFERING TO ALIGN LOCAL DEVELOPMENT GOALS** on **February 21-24, 2023**.

WHEREAS, the Approved Budget for the Contract (ABC) is **SIX HUNDRED FIFTY-SIX THOUSAND PESOS ONLY (Php656,000.00)**;

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 Procuring Entity;

WHEREAS, Rule XVI, Section 53.10 of the IRR of RA 9184 allows Negotiated Procurement under Lease of Real Property and Venue as a mode of procurement subject to the approval of the Head of the Procuring Entity;

WHEREAS, pursuant to the Consolidated Guidelines for the Alternative Methods of Procurement, Item V-D 9(b)(i) of Annex "H" in the 2016 Revised Implementing Rules and Regulations (R-IRR) of Republic Act No. 9184 states:

"i. Publicly-owned vis-à-vis privately-owned real property and venue.

It is preferred that government agencies lease publicly-owned real property or venue from other government agencies.

If there is an available publicly-owned real property or venue that complies with the requirements of the Procuring Entity, it may enter into a contract of lease with the government-agency owner.



Address: Gate 2, Karangalan Village, Cainta, Rizal
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In the event that the Procuring Entity would resort to privately-owned real property or venue, the End-User unit shall justify that the same is more efficient and economical to the government.”

WHEREAS, considering the urgency and the time required for this activity, the BAC decided to send the Request for Quotation (RFQ) to publicly-owned venue and privately-owned venue taking into consideration the need for prudence and economy in government service, the suitability and proximity of areas;

WHEREAS, the RFQ was posted in the Philippine Government Electronic Procurement System (PhilGEPS), on January 27, 2023, office website and conspicuous bulletin board in the premises of this Office starting on January 26, 2023 to January 31, 2023;

WHEREAS, RFQs were sent to eight (8) prospective suppliers namely:

1. Boy Scout of the Philippines-BP International Makiling;
2. Development Academy of the Philippines (DAP-Tagaytay);
3. Binangonan Recreation and Conference Center;
4. Tagaytay International Convention Center;
5. The Bayleaf Cavite;
6. Loreland Realty and Development Corporation-Loreland Farm Resort;
7. Tagaytay Auto Mart, Inc. (Tagaytay Country Hotel); and
8. First Sta. Rosa Hotel Corporation (El Cielito Hotel – Sta. Rosa).

WHEREAS, three (3) 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	Php639,600.00
LORELAND REALTY AND DEVELOPMENT CORPORATION-LORELAND FARM RESORT	Php656,000.00
BOY SCOUT OF THE PHILIPPINES-BP INTERNATIONAL MAKILING	Php621,560.00

WHEREAS, the end-user conducted an ocular inspection to **BOY SCOUT OF THE PHILIPPINES-BP INTERNATIONAL MAKILING** and **TAGAYTAY AUTO MART, INC. - TAGAYTAY COUNTRY HOTEL** and rated the venue in accordance with the technical specification pursuant to Appendix “B” of Annex “H” of the Consolidated Guideline for the Alternative Methods of Procurement

WHEREAS, based on the result of the ocular inspection reflected in the Rating Factors and Determination of Reasonableness of Rental Rate, Tagaytay Country Hotel ranks the highest with the score of 96.85 compared to Boy Scout of the Philippines-BP International Makiling with the rating of 62.1;

WHEREAS, the report containing the result of the evaluation is attached hereto as Annex “A” and Annex “B” and made an integral part hereof;

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

WHEREAS, upon evaluation on the proposal and the result of the ocular inspection of **BOY SCOUT OF THE PHILIPPINES-BP INTERNATIONAL MAKILING** appears non-compliant to the specification of the end-user;

WHEREAS, the Entity invited Bids for the Procurement of Lease of Venue (food and accommodation) of the participants, in the **“WORKSHOP ON THE FINALIZATION OF TVL COURSES OFFERING TO ALIGH LOCAL DEVELOPMENT GOALS”** on **February 21-24, 2023** and has accepted a Bid of **TAGAYTAY AUTO MART, INC. (TAGAYTAY COUNTRY HOTEL)** for the Lease of Venue (food and accommodation) in the sum of **SIX HUNDRED THIRTY-NINE THOUSAND SIX HUNDRED PESOS ONLY (Php639,600.00)**. (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 February 21-24, 2023 to the Eighty-Two (82) 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 Nine Hundred Fifty Pesos Only (Php1,950.00)* per participant, for the food and hotel accommodation or the total amount of *Six Hundred Thirty-Nine Thousand Six Hundred Pesos Only (Php639,600.00)* 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

- First meal: Start to breakfast for Day 1 (February 21, 2023) at 6:30AM
- Last meal: Packed PM Snack ready by 12:00 Noon (Day 4, February 24, 2023)
- Any type of buffet with stand-by waiters (Breakfast, Lunch and Dinner);
Please prepare two (2) buffet stations and a separate Coffee/Beverage Station
- For breakfast: e.g. 2 main dishes, rice, bread, choice of hot tea/chocolate or coffee;
- For lunch and dinner: e.g. 3 main dishes (fish, choice of meat: chicken/pork/beef, and vegetables subject to menu selection), soup, rice, dessert: fruit or salad and drinks. (Purely vegetarian or halal food may be required during the event proper);
- AM and PM snacks with drinks;
- Free flowing coffee and/or tea;
- Candies; and standby-by waiters.

b. Room Accommodation

1. At triple sharing rooms (single beds) for participants,
2. No bed mattress on the floor,
3. 24-hours Hot and Cold Shower, Clean Beddings, Rooms and Restroom,
4. Check-in time: 12:00Noon of Day 1
5. Check-out time: 2:00PM of Day 4
6. With Towel and toiletries (soap, shampoo, toothbrush & toothpaste)
7. Satellite TV
8. Free Wifi access

c. Function Room:

1. Can accommodate at least 100 pax in a formal set-up;
2. Well-lighted and well ventilated;
3. Availability of audio-visual equipment with stand-by assistant:
 - At least five **(5) LCD Projector and wide screens,**
 - At least **two (2) whiteboard with marker/s and erasers,**
 - Complete set sound system, at least **ten (10) extension cords** for laptops,
 - **Three (3) microphones, two (2) microphone stands,** and
 - Podium/lectern, etc.
4. Unlimited access to internet/Wi-Fi in all areas of venue;
5. At least **three (3) tables** for the Secretariat (Registration Area);
6. No pillars in the middle of the function room.

d. Other Concerns

1. Maintain cleanliness-function hall, restrooms, sleeping quarters, hallway, coffee/tea area, and dining area;
2. Provision for backdrop for the activity; and Tarpaulin display at Project Site, not exceed 3" x 4";
3. With appropriate and sufficient parking area for VIP and other Guests;
4. With provision of health and safety protocols;

5. With 24-hour security, front-desk and housekeeping services.

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

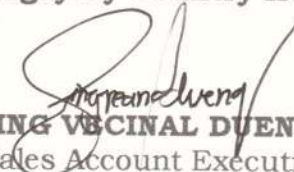
FEB 16 2023

at PANARAQUE 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:

VIERNALYN M. NAMA
Chief, CLMD

REPUBLIC OF THE PHILIPPINES)
_____) SS.

PANARAQUE CITY

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of PANARAQUE CITY, this

FEB 16 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>TCH ID #: 090909</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. 388;
Page No. 79;
Book No. VIII;
Series of 2023.

