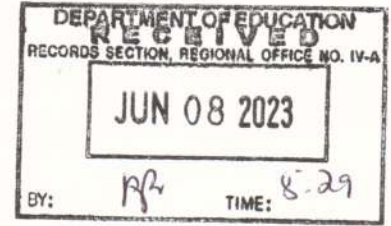




Republic of the Philippines  
**Department of Education**  
 REGION IV-A CALABARZON



**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 food and accommodation, for the **“WORKSHOP ON FINALIZATION OF REGIONAL CONTEXTUALIZED ASSESSMENT TOOL FOR KS1 THROUGH LAMP”** on May 26-28, 2023.

**WHEREAS**, the Approved Budget for the Contract (ABC) is **THREE HUNDRED SIXTY THOUSAND PESOS ONLY (Php360,000.00)**;

**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**, the Request for Quotation (RFQ) was posted in the Philippine Government Electronic Procurement System (PhilGEPS), on May 5, 2023, office website and conspicuous bulletin board in the premises of this Office on May 4, 2023 to May 8, 2023;

**WHEREAS**, RFQs were sent to at least three (3) prospective suppliers namely:

- [Handwritten initials]*
1. Tagaytay Auto Mart, Inc. (Tagaytay Country Hotel);
  2. The Bayleaf Cavite; and
  3. WhiteWoods Convention and Leisure Hotel.
- [Handwritten initials]*



Address: Gate 2, Karangalan Village, Cainta, Rizal  
 Telephone No.: 02-8682-2114  
 Email Address: region4a@deped.gov.ph  
 Website: depedcalabarzon.ph



Certificate No. PHP QMS  
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**WHEREAS**, two (2) suppliers submitted their respective proposals before the deadline for the submission of bids, offering the following financial bids, as read:

<b>NAME OF BIDDER</b>	<b>AMOUNT OF BID</b>
TAGAYTAY AUTO MART, INC. (TAGAYTAY COUNTRY HOTEL)	Php311,400.00
THE BAYLEAF HOTEL	Php360,000.00

**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 ELEVEN THOUSAND FOUR HUNDRED PESOS ONLY (Php311,400.00)**.

**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**, the Entity invited Bids for the Procurement of food and hotel accommodation of the participants, in the "**WORKSHOP ON FINALIZATION OF REGIONAL CONTEXTUALIZED ASSESSMENT TOOL FOR KS1 THROUGH LAMP**" on **May 26-28, 2023** and has accepted a Bid of the **HOTEL COMPANY** for the food and hotel accommodation, in the sum of **THREE HUNDRED ELEVEN THOUSAND FOUR HUNDRED PESOS ONLY (Php311,400.00)**. (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 May 26-28, 2023 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 SEVEN HUNDRED THIRTY PESOS ONLY (Php1,730.00)** per participants, for the food and hotel accommodation or the total amount of **THREE HUNDRED ELEVEN THOUSAND FOUR HUNDRED PESOS ONLY (Php311,400.00)** 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. First meal: Breakfast (First Day)
2. Last meal: PM Snacks (Last day)
3. Any type of buffet with stand-by waiters (Breakfast, Lunch, Dinner);
4. For breakfast: e.g. \_main dishes, rice, bread, choice of hot tea/chocolate of coffee;
5. For lunch and dinner: e.g.\_ 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);
6. AM and PM snacks with drinks;
7. Free flowing coffee and/or tea;
8. Candies, and stand-by waiters.

#### **b. Hotel/Room Accommodation**

1. **At least two (2) Single/Double Sharing rooms**
2. **At least thirty-four (34) Triple Sharing rooms** for participants
3. No bed mattress on the floor
4. 24-hours Hot and Cold Shower, Clean Beddings, Rooms and Restroom
5. No bed sharing
6. Check-in time: **2:00 PM**
7. Check-out time: **12:00 Noon**

#### **c. Conference Hall/Function Room**

1. **Can accommodate at least 60 pax in a Conference set-up;**
2. Well-lighted and well ventilated;
3. Availability of audio-visual equipment with stand-by assistant:
  - 2-3 LCD Projector and wide screens,
  - At least **five (5) Whiteboard with marker/s and erasers,**
  - **Four (4) separate break-out rooms**
  - Complete set sound system, at least **ten (10) extension cords** for laptops,
  - **Five (5) wireless microphones two (2) microphone stands,** and
  - Podium/lectern, etc.
4. Unlimited access to internet/Wi-Fi in all areas of venue at with speed of at least **25 mbps;**
5. At least **three (3) tables** for the Secretariat (Registration Area);

*Handwritten signature/initials in blue ink.*

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"; optional for Projectors not exceeding 5 days (COA Circ. 2013-004);
3. With appropriate and sufficient parking area for VIP and other Guests;
4. With 24-hour security, front-desk and housekeeping services; and

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.

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.

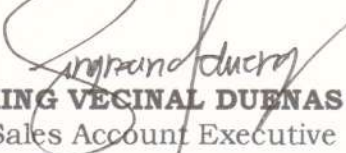


IN WITNESS WHEREOF, the parties have hereunto set their hands, this day of JUN 02 2023 at TAGAYTAY CITY, CAVITE Philippines.

Department of Education  
Region IV-A CALABARZON

Tagaytay Auto Mart Inc.  
(Tagaytay Country Hotel)

  
ATTY. ALBERTO T. ESCOBARTE, CESO II  
Regional Director *emo*

  
KING VECINAL DUENAS  
Sales Account Executive

SIGNED IN THE PRESENCE OF:

VIERNALYN M. NAMA  
Chief EPS, CLMD

Wendelyn C. Saltefo  
*Wgallito*

REPUBLIC OF THE PHILIPPINES )  
TAGAYTAY CITY, CAVITE ) SS.

**ACKNOWLEDGMENT**

JUN 02 2023 BEFORE ME, a Notary Public for and in the City of TAGAYTAY CITY, CAVITE, this  
JUN 02 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 No: 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.

**Notary Public**

  
Atty. **CRISANTO U. PASCUAL, JR.**  
Notary Public for Cavite Province  
NP Case No. 00284-22 until 12-31-2024  
Roll 37506 TIN 117568655 PTR 1871788  
MCLE VII-00110394 / (6) / IBP O.R.# 248271

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Page No. 35;  
Book No. 12;  
Series of 2023.

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