



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



Legal-CO01-2023-354

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 **"PROGRAM IMPLEMENTATION REVIEW AND TECHNICAL ASSISTANCE ON THE DEVELOPMENT OF DIVISION STRATEGIC HRD PLAN FOR FY 2024"** on **November 28-30, 2023**.

**WHEREAS**, the Approved Budget for the Contract (ABC) is **FOUR HUNDRED EIGHTY THOUSAND PESOS ONLY (Php480,000.00)**;

**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 November 9, 2023, office website and conspicuous bulletin board in the premises of this Office on November 8, 2023 to November 13, 2023;

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

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1. Caliv Resort and Development Corp. (Villa Excellance Beach and Wave Pool Resort);
  2. Tagaytay Country Hotel; and
  3. The Bayleaf Hotel;

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



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  
22 93 0085

NAME OF BIDDER	AMOUNT OF BID	REMARKS
TAGAYTAY AUTO MART, INC. (TAGAYTAY COUNTRY HOTEL)	PhP468,000.00	Complying
CALIV RESORT AND DEVELOPMENT CORP. (VILLA EXCELLANCE BEACH AND WAVE POOL RESORT)	PhP474,000.00	Non-Complying

**WHEREAS**, upon evaluation or careful examination of the technical specification submitted by **(TAGAYTAY COUNTRY HOTEL**, the BAC found that it was complying with the proposal amount of **FOUR HUNDRED SIXTY-EIGHT THOUSAND PESOS ONLY (PhP468,000.00)**.

**WHEREAS**, after review and deliberation on the proposal of the lowest read bidder, the BAC found the bidder complaint 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 **"PROGRAM IMPLEMENTATION REVIEW AND TECHNICAL ASSISTANCE ON THE DEVELOPMENT OF DIVISION STRATEGIC HRD PLAN FOR FY 2024"** on **November 28-30, 2023** and has accepted a Bid of the **HOTEL COMPANY** for the food and hotel accommodation, in the sum of **FOUR HUNDRED SIXTY-EIGHT THOUSAND PESOS ONLY (PhP468,000.00)**. (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 November 28-30, 2023 to the **Eighty (80)** 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 total amount of **FOUR HUNDRED SIXTY-EIGHT THOUSAND PESOS ONLY (PhP468,000.00)** 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. Managed buffet for breakfast, lunch and dinner (first meal to be served is breakfast on November 28, 2023, and the last meal on November 30, 2023 is lunch with packed PM snacks);
2. Unlimited coffee/tea/chocolate drink and candies set up;

**b. Hotel/Room Accommodation**

1. **Twin to triple sharing rooms (single beds only);**
2. No bed mattress on the floor
3. 24-hours Hot and Cold Shower, Clean Beddings, Rooms and Restroom
4. No bed sharing

**c. Conference Hall/Function Room**

1. One (1) plenary hall that can accommodate 80 participants;
2. One (1) function room for program management team;
3. At least three (3) serviceable/wireless microphones and complete sound system;
4. At least one (1) whiteboard with markers;
5. At least two (2) LCD projectors and wide screens;
6. Group workshop tables (maximum of 6 pax per table) for 80 pax;
7. Well-lighted and well ventilated;
8. Fast and reliable internet connection (at least 50 mbps) as most of the activities will require access to internet;
9. No pillars in the middle of the function room.

**d. Other Concerns**

1. Accessible means of transportation for the participants;
2. Able and willing to ensure provisions for participants and guests with special conditions, breastfeeding moms, PWDs, and other emergency situations;
3. Responsive to safety and security requirements of the government;
4. Preferred venue is in Cavite or Tagaytay area
5. Maintain cleanliness-function hall, restrooms, sleeping quarters, hallway, coffee/tea area, and dining area;
6. 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);
7. With appropriate and sufficient parking area for VIP and other Guests;
8. 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  
**Capacity and Authorization**

Each of the parties to this contract hereby represents and warrants to the other that it is duly authorized and empowered to execute, deliver and perform this contract and that such action does not conflict with or violate any provision of law, regulation, policy, contract, deed of trust or other instrument to which it is a party or by which it is bound and that this contract constitutes a valid and binding obligation of it enforceable in accordance with its terms.

Section 9  
**Other conditions of the contract**

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- 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.

*NOV 25 2020* **IN WITNESS WHEREOF**, the parties have hereunto set their hands, this day of QUEZON CITY, Philippines.

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

*Alberto T. Escobarte*  
**ATTY. ALBERTO T. ESCOBARTE, CESO II**  
Regional Director

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

*King Vecinal Duenas*  
**KING VECINAL DUENAS**  
Sales Account Executive

SIGNED IN THE PRESENCE OF:

*Jisela N. Ulpina*  
**JISELA N. ULPINA**  
Education Program Supervisor  
OIC - Chief, HRDD  
DepEd Region IV-A CALABARZON

*Jatinda Mac Arimbuyutan*  
**JATINDA MAC ARIMBUYUTAN**  
FRONT OFFICE

REPUBLIC OF THE PHILIPPINES )

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QUEZON CITY**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public for and in the City of QUEZON CITY, this  
NOV 25 2023, personally appeared:

Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	DepEd Office ID No. 4529876	_____
<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 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. 4;  
Page No. 2;  
Book No. 19;  
Series of 2023.

CONCEPCION P. VILLARENA  
Notary Public for Quezon City  
Until December 31, 2023  
PTR No. 3716371 / January 3, 2023 Q.C  
IBP No. 167803 / November 25, 2021 Q.C  
Roll No. 30457 / 05-09-1380  
CLE VII-0006994 / 09-21-2021  
ADM. MATTER No. NP-005 (2022-2023)  
TIN NO. 131-942 754