



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



Legal-CO01-2023-363

## 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 **CLIENT**.

-and-

**TAGAYTAY AUTO MART, INC. (TAGAYTAY COUNTRY HOTEL)** with principal address at 1315 Emilio Aguinaldo Hi-way, Silang Junction North, Tagaytay City represented herein by its Sales Account Executive, **KING VECINAL DUEÑAS**, hereinafter referred to as the **HOTEL COMPANY**.

### WITNESSETH

**WHEREAS**, the **CLIENT** needs the services of a contractor who will provide food and hotel accommodation to the participants in the **“CONDUCT HUMAN RESOURCE SKILLS ENHANCEMENT PROGRAM FOR SPECIALISTS (HR-SEPS)”** on **January 9-12, 2024**.

**WHEREAS**, the Approved Budget for the Contract (ABC) is **FOUR HUNDRED NINETY-SIX THOUSAND PESOS ONLY (PhP496,000.00)**;

**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 System (PhilGEPS) on November 16, 2023, office website and conspicuous bulletin board in the premises of this Office starting November 15, 2023 to November 20, 2023;

**WHEREAS**, RFQs were sent to Four (4) prospective suppliers namely:

1. Red Hotel, Inc.;
2. Camelot Hotel;
3. Tagaytay Country Hotel; and
4. Sunny Glades Properties Corporation (Tagaytay Haven Hotel).



Address: Gate 2, Karangalan Village, Cainta, Rizal  
Telephone No.: 02-8682-2114  
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Certificate No. PHP QMS  
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**WHEREAS**, four (4) 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
Sunny Glades Properties Corporation (Tagaytay Haven Hotel)	PhP471, 200.00
Tagaytay Auto Mart, Inc. (Tagaytay Country Hotel)	PhP483,600.00
Red Hotel Inc.	PhP493,272.00
Maldivo Travel and Tours Inc. (Marco Vincent Dive Resort)	PhP465,000.00

**WHEREAS**, on November 23, 2023, the end-user conducted an ocular inspection of the Lowest Calculated Bid (LCB) based on the submitted quotations.

**WHEREAS**, in the evaluation report during the ocular inspection, **SUNNY GLADES PROPERTIES CORPORATION (TAGAYTAY HAVEN HOTEL)** failed to comply with the specifications set by this Office, as follows:

- a. *There is no available whiteboard;*
- b. *There is no provisions for participants and guest with special conditions, breastfeeding moms, PWDs, and other emergency situations;*
- c. *The session hall is located at the fourth floor of the building, and there is no elevator available. It will be difficult for some participants to go up and down the session hall by just using the stairs;*

**WHEREAS**, upon evaluation and careful examination of the technical specification submitted by **TAGAYTAY AUTO MART, INC. (TAGAYTAY COUNTRY HOTEL,)** the BAC found that it was complying with the requirements and is hereby declared as the Lowest Calculated and Responsive Bidder (LCRB);

**WHEREAS**, the Procuring Entity invited Bids for the Procurement for the hotel accommodation of the participants in the **“CONDUCT HUMAN RESOURCE SKILLS ENHANCEMENT PROGRAM FOR SPECIALISTS (HR-SEPS)”** on January 9-12, 2024 and has accepted a Bid by the Hotel Company for food and hotel accommodation in the sum of **FOUR HUNDRED EIGHTY-THREE THOUSAND SIX HUNDRED PESOS ONLY (PhP483,600.00)**. (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 January 9-12, 2024 to the **Sixty-Two (62)** 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. Agrees that it shall be charged or billed the total amount of **FOUR HUNDRED EIGHTY-THREE THOUSAND SIX HUNDRED PESOS ONLY (PhP483,600.00)** 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 **Hotel Company** 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. Foods/Meals**

1. Manage buffet for breakfast, lunch and dinner (the first meal to be served is breakfast on January 9, 2024, and the last meal on January 12, 2024 is PM snacks);
2. Unlimited coffee/tea/chocolate drink and candies setup;

**b. Function Room:**

1. One (1) plenary hall;
2. Two (2) Serviceable/wireless as microphone and complete sound systems;
3. At least one (1) whiteboard;
4. At least one (1) DLP projectors and screen;
5. Group workshop tables;
6. **Fast and reliable internet connection (at least 50 mbps);**

**c. Room Accommodation**

1. Twin to triple sharing rooms (single bed only);
2. No bed mattress on the floor

**d. Another Requirement/s:**

1. Accessible means of transportation for the participants (**Cubao area or Tagaytay City**);
2. Able and willing to ensure provisions for participants ang guests with special conditions, breastfeeding moms, PWDs, and other emergency situations;
3. Responsive to safety and security requirements of the government.
4. Maintaining cleanliness-function hall, restrooms, sleeping quarters, hallway, coffee/tea area, and dining area;
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.

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**

- 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.

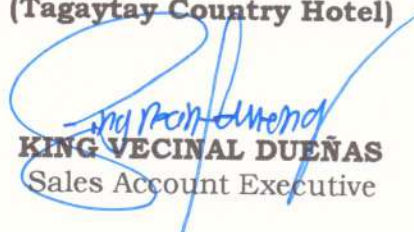
**IN WITNESS WHEREOF**, the parties have hereunto set their hands, this day of \_\_\_\_\_ at \_\_\_\_\_, Philippines.

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



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

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



**KING VECINAL DUEÑAS**  
Sales Account Executive

SIGNED IN THE PRESENCE OF:

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

Stefano R. Tizon III  
DRM-TE#

Republic of the Philippines  
**TAGAYTAY CITY** S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of **TAGAYTAY CITY**, this JAN 11 2024, personally appeared:

Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	DepEd Office ID No. 4529876	_____
<u>King Vecinal Dueñas</u>	TE# ID #: 090909	_____

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.

Doc. No. 173;  
Page No. 36;  
Book No. 28;  
Series of 2024  
cm



Atty. Fe Editha Hernandez-Oronicco  
ATTY. FE EDITHA HERNANDEZ-ORONICO  
NOTARY PUBLIC FOR THE PROVINCE OF CAVITE  
COMMISSION EXPIRES DEC. 31, 2025  
GERARD BUILDING J.P. RIZAL AVENUE  
BRGY. KAYBAGAL SOUTH TAGAYTAY CITY  
ROLL OF ATTORNEY'S No. 65651  
IBP LIFE MEMBER ROLL NO. 016078  
PTR No. 5648223 / TAGAYTAY CITY  
MCLE COMPLIANCE No. VII-0007845