



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



Legal-CO01-2024-44

**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 Olivarez Plaza, Emilio Aguinaldo Hi-way, Brgy. San Jose, Tagaytay City represented herein by its Sales Account Executive, **KING VECINAL DUEÑAS**, hereinafter referred to as the **HOTEL COMPANY**.

**W I T N E S S E T H**

**WHEREAS**, the **CLIENT** needs the services of a contractor who will provide food and hotel accommodation to the participants in the **“EXECUTING EXCELLENCE: A HOLISTIC APPROACH TO PROGRAM IMPLEMENTATION, MONITORING AND ASSESSMENT IN EDUCATION SUPPORT SERVICES DIVISION (ESSD) PROGRAMS, PROJECTS, AND ACTIVITIES (PPAs)”** on **February 20-23, 2024**;

**WHEREAS**, the Approved Budget for the Contract (ABC) is **THREE HUNDRED FORTY THOUSAND PESOS ONLY (Php340,000.00)**;

**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 February 1, 2024, office website and conspicuous bulletin board in the premises of this Office starting February 1, 2024 to February 6, 2024;

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

1. Sunny Glades Properties Corporation (Tagaytay Haven);
2. Tagaytay Automart Inc. (Tagaytay Country Hotel); and
3. Hotel Kimberly Tagaytay.



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



**WHEREAS**, three (3) 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 Automart Inc. (Tagaytay Country Hotel)	PhP292,400.00
Sunnyglades Properties Corporation (Tagaytay Haven)	PhP316,220.00
Leonida's Executive Resort	PhP317,000.00

**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 **TWO HUNDRED NINETY-TWO THOUSAND FOUR HUNDRED PESOS ONLY (PhP292,400.00)**.

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

**WHEREAS**, the Entity invited Bids for the Procurement for the hotel accommodation of the participants in the **"EXECUTING EXCELLENCE: A HOLISTIC APPROACH TO PROGRAM IMPLEMENTATION, MONITORING AND ASSESSMENT IN EDUCATION SUPPORT SERVICES DIVISION (ESSD) PROGRAMS, PROJECTS, AND ACTIVITIES (PPAs)"** on February 20-23, 2024 and has accepted a Bid by the Hotel Company for food and hotel accommodation in the sum of **TWO HUNDRED NINETY-TWO THOUSAND FOUR HUNDRED PESOS ONLY (PhP292,400.00)**. (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 February 20-23, 2024 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. Agrees that it shall be charged or billed the total amount of **TWO HUNDRED NINETY-TWO THOUSAND FOUR HUNDRED PESOS ONLY (PhP292,400.00)** 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 **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. The meals shall be:**

**a.1** Complete meal (Breakfast, AM snacks, Lunch, PM snacks and Dinner for the following number of participants:

<b>MEALS</b>	<b>Feb. 20 to 22, 2024 (Day 1 to Day 3)</b>	<b>Feb. 23, 2024 (Last Day)</b>
Breakfast	77 pax	31 pax
AM Snacks		
Lunch		
PM Snacks		
Dinner	8 pax	none

**a.2** First Meal is Breakfast of February 20, 2024 and Last Meal is PM Snacks of February 23, 2024;

**a.3** Any type of buffet with stand-by waiters during Breakfast, Lunch and Dinner;

**a.4** Free flowing coffee, and/or tea;

**a.5** Candies and stand-by waiters

**b. The Lodging shall be:**

**b.1** Five (5) Single/Double Sharing rooms,

**b.2** No mattress on the floor and no bed sharing

**b.3** 24-hours Hot and Cold shower, Clean beddings, Rooms and Restroom

**b.34** Check-in time is 7:00 AM and check-out time is 4:00PM

**c. The Function Hall and Facilities shall be:**

**c.1** well-lighted and well ventilated;

**c.2** can accommodate at least 80 participants in a Plenary set-up and at least three (3) break out rooms for parallel discussions;

**c.3** availability of audio-visual equipment with stand-by assistant such as:

**c.3.1** four (4) LCD projectors and wide screens;

**c.3.2** four (4) whiteboard with marker/s and erasers;

**c.3.3** five (5) extension cords for laptops;

**c.3.4** six (6) microphones (**4 wireless & 2 wired**)

**c.3.5** podium/lectern

**c.4** Unlimited access to internet/Wi-fi in all areas of venue

**c.5** at least one (1) table for the Secretariat (Registration)

**c.6** no pillars in the middle of the function room.

**d. Other shall be provided:**

**d.1** Maintaining cleanliness-function hall, restrooms, sleeping quarters, hallway, coffee/choco/tea area, and dining area;

**d.2** Provision for backdrop for the activity; and Tarpaulin display at Project Site not to exceed 3" x 4" ; optional for Projects not exceeding 5 days (COA Circ. 2013-004);

**d.3** Appropriate and sufficient parking area for VIP and other guests;

**d.4** 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.

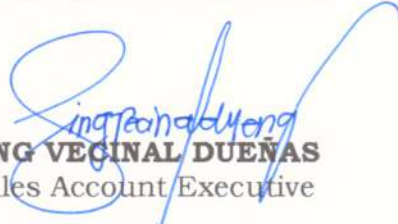


IN WITNESS WHEREOF, the parties have hereunto set their hands, this day of FEB 19 2024 at PARANAQUE CITY, Philippines.

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

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

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

  
**KING VECINAL DUEÑAS**  
Sales Account Executive

**SIGNED IN THE PRESENCE OF:**

EDUARDA M. ZAPANTA  
Chief Education Supervisor, ESSD  
DepEd Region IV-A CALABARZON

Republic of the Philippines  
PARANAQUE CITY S.S.

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public for and in the City of PARANAQUE CITY this FEB 19 2024, personally appeared:


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

Doc. No. 67...;  
Page No. 15...;  
Book No. 11...;  
Series of 2024.

  
**CHRISTOPHER REY L. FERNANDEZ**  
Notarial Commission No. 298-2023 Until 31 December 2024,  
Notary Public of Paranaque City  
138 Olivares Plaza, Ninoy Aquino Avenue  
Brgy. San Dionisio, Paranaque City  
PTR No. 3543179; 02/22/2024  
IBP No. 424929; 01/17/2024; Makati City  
MCLE No. VII-0027654/TIN 216989798