



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 AUTOMART, INC. - TAGAYTAY COUNTRY HOTEL a domestic corporation duly registered domestic corporation under the Philippine laws, with principal address at Olivarez Plaza E. Aguinaldo Hi Way, Brgy. San Jose, Tagaytay City, Cavite 4120, represented herein by its Sales Account Executive, **KING VECINAL DUENAS**, hereinafter referred to as the **HOTEL COMPANY**.

WITNESSETH

WHEREAS, the **CLIENT** needs the services of a hotel company who will provide food and accommodation to the participants in the **"WORKSHOP ON THE UNIFICATION AND ENHANCEMENT OF CURRICULUM FOR THE SPECIAL CURRICULAR PROGRAM IN SCIENCE"** on **AUGUST 12-14, 2025** to be conducted by the Client.

WHEREAS, the Approved Budget for the Contract (ABC) is **THREE HUNDRED THOUSAND PESOS (Php300,000.00)**.

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 method 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 July 18, 2025, at the office website of DepEd Region IV-A CALABARZON, and conspicuous bulletin board in the premises of DepEd Region IV-A CALABARZON on July 17, 2025 to July 21, 2025 at 9:00am.

WHEREAS, RFQs were likewise sent to four (4) prospective suppliers namely:

1. Tagaytay Automart, Inc. - Tagaytay Country Hotel;
2. Sunny Glades Properties Corp. (Tagaytay Haven Hotel);
3. Country Chateau Hoteliers Corporation (Country Chateau Hotel); and
4. Tagaytay Viewpark Hotel;

WHEREAS, one (1) supplier submitted its proposal; **TAGAYTAY AUTOMART, INC. - TAGAYTAY COUNTRY HOTEL** in the amount of **TWO HUNDRED NINETY-TWO THOUSAND FIVE HUNDRED PESOS (Php292,500.00)**. Thus, **TAGAYTAY AUTOMART, INC. - TAGAYTAY COUNTRY HOTEL** is declared as the lone bidder;

WHEREAS, after review and deliberation on the proposals, **TAGAYTAY AUTOMART, INC. - TAGAYTAY COUNTRY HOTEL** complied with the requirements and is hereby declared as the Single Calculated and Responsive Quotation (SCRQ);

WHEREAS, the Client invited bids for the Procurement for the food and accommodation of the participants in the **"WORKSHOP ON THE UNIFICATION AND ENHANCEMENT OF CURRICULUM FOR THE SPECIAL CURRICULAR PROGRAM IN SCIENCE"** on August 12-14, 2025 and has accepted the bid/quotation of the Hotel Company for food and accommodation in the sum of **TWO HUNDRED NINETY-TWO THOUSAND FIVE HUNDRED PESOS (Php292,500.00)**. (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 accommodation on August 12-14, 2025 to the participants, of the **Client**. The details and/or specifications of these services are provided under Section 4 of this contract.
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.
3. Provide with personnel to:
 - 3.1 maintain cleanliness in the function hall, restrooms, sleeping quarters, hallway, pantry, and dining area;
 - 3.2 Provision for backdrop for the activity; and Tarpaulin display at Project Site, not to exceed 3" by 4"; optional for Projects not exceeding 5 days (COA Cir. No. dated January 30, 2013-004);
 - 3.3 assist participants and guest with special conditions, breastfeeding moms, PWDs, and other emergency situation;
 - 3.3 respond to safety and security requirements of the government;
 - 3.5 appropriate and sufficient parking area for VIPs and guests; and
 - 3.6 with 24-hour security, front-desk and housekeeping services
4. Do such other acts which are necessary in the performance of the above functions as well as those obligations arising from this contract.

Section 2 Responsibilities of the Client

The **Client** shall:

1. Pay the **Hotel Company** the guaranteed number of participants
2. Charged or billed the total amount of **TWO HUNDRED NINETY-TWO THOUSAND FIVE HUNDRED PESOS (Php292,500.00)** for the whole duration of the event.
3. Exercise strict discipline, close supervision and exclusive control and administration over its participants 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 Specification of 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) to the **50** participants of the Client.
 - a.2 serve by any type of buffet with stand-by waiters during breakfast, lunch and dinner.
 - a.3 first meal is **breakfast** of August 12, 2025 and last meal is **PM snacks** on August 14, 2025.
 - a.4 with unlimited coffee, purified drinking water, tea/chocolate or coffee and candies, with assistance of stand-by waiters.
 - a.5 AM and PM Snacks with drinks.
- b. **The Lodging shall be:**
 - b.1 at least double or triple sharing rooms (single beds only).
 - b.2 no bed mattress on the floor.
 - b.3 with 24-hour hot and cold shower and clean beddings, rooms and restroom.
- c. **The Function Hall and Facilities shall be:**
 - c.1 can accommodate 50 pax in a conference set-up; with provision for breakout rooms;
 - c.2 well-lighted and well-ventilated.
 - c.3 with available audio-visual equipment with stand-by personnel to assist in the operation of:
 - c.3.1 at least two (2) LCD projectors and wide screens.
 - c.3.2 at least four (4) whiteboards with marker/s and erasers.
 - c.3.3 complete set sound system, at least ten (10) extension cords for laptop;
 - c.3.4 three (3) wireless microphones, two (2) microphone stands; and

c.3.5 Podium/lectern

- c.4** with unlimited access to internet connection and have Wi-Fi in all areas of the venue.
- c.5** no pillars in the middle of the function room.
- c.6** at least two (2) tables for the Secretariat (Registration Area).

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

Alternative Dispute Resolution (ADR) Clause

Both parties entered into this agreement in the spirit of mutual trust and understanding. The parties intend that all unforeseen matters, issues, and concerns that will arise in the future shall be resolved with mutual understanding. In case of conflict/dispute between the parties, it shall be resolved in a peaceful and amicable manner. Every earnest effort shall be made to amicably settle the conflict/dispute through peaceful dialogue and negotiation to accommodate the policies and intention of both parties.

In case of failure to settle the conflict/dispute through peaceful and amicable manner, such conflict/dispute shall be submitted for arbitration/mediation in accordance with Republic Act No. 9285, known as *Alternative Dispute Resolution Act of 2004*. Both parties mutually agree that the decision of the designated/chosen arbitrator/mediator is binding to them. The place of arbitration/mediation is exclusively in Cainta, Rizal.

No legal action may be instituted in any court/tribunal/quasi-judicial body unless the arbitration/mediation has failed or waived by both parties in writing. Legal action for breach of this agreement shall only be instituted in the courts of competent jurisdiction in Cainta, Rizal to the exclusion of all other courts outside the judicial region.

Section 8

Capacity and Authorization

The signatories to this contract hereby represent and warrant that they are 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 between the parties.

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 AUG 07 2025 at PARAÑAQUE CITY, Philippines.

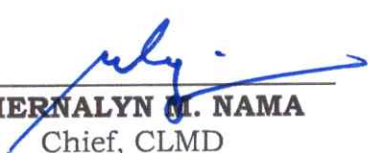
**Department of Education
Region IV-A CALABARZON**

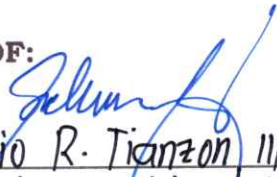

ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director

**TAGAYTAY AUTOMART, INC. -
TAGAYTAY COUNTRY HOTEL**


KING VECINAL DUENAS
Sales Account Executive

SIGNED IN THE PRESENCE OF:


VIERNALYN M. NAMA
Chief, CLMD
DepEd Region IV-A CALABARZON


Sergio R. Tianzon III
Director of Sales & Marketing
Tagaytay Country Hotel

Republic of the Philippines
PARAÑAQUE CITY S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City PARAÑAQUE CITY, this AUG 07 2025 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 Office 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.

Doc. No. 8.....;
Page No. 71.....;
Book No. IX.....;
Series of 2025.


CHRISTOPHER REY L. FERNANDEZ
Notarial Commission No. 298-2025 / Until 31 December 2026
Notary Public of Parañaque City
138 Olivares Plaza, Ninoy Aquino Avenue
Brgy. San Dionisio, Parañaque City
Roll of Attorneys No. 49419
P.T.R. No. 3739927 / 01/02/2025; Parañaque City
I.B.P. No. 497392 01.03.2025
MCLE Compliance No. YII-GU-27541 valid until 04.14.2025