



Republic of the Philippines
Department of Education

REGION IV-A CALABARZON
GATE 2, KARANGALAN VILLAGE
1900 CAINTA, RIZAL



Office of the Regional Director

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-

CALIV RESORT AND DEVELOPMENT CORP. (VILLA EXCELLENCE BEACH AND WAVE POOL RESORT), with principal address at Brgy. Postema Sahud-Ulan, Tanza Cavite, represented herein by its Director of Sales, **JELYNE NINA R. BERGADO**, 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 **"WRITESHOP IN DESCRIBING ILLUSTRATIVE IMAGES FOR CONVERSION TO ACCESSIBLE FORMAT LEARNING RESOURCES"** on **August 15-19, 2022**.

WHEREAS, the Approved Budget for the Contract (ABC) is **FOUR HUNDRED FIFTY THOUSAND PESOS ONLY (Php450,000.00)**;

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, Rule XVI, Section 53.9 of the IRR of RA 9184 allows Negotiated Procurement under Small Value Procurement as a mode of procurement subject to the approval of the Head of the Procuring Entity;

WHEREAS, the Request for Quotation (RFQ) was posted in the Philippine Government Electronic Procurement System (PhilGEPS) website, office website and conspicuous bulletin board in the premises of this Office on August 5-9, 2022;

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



"EXCELLENCE is a CULTURE and QUALITY is a COMMITMENT"

Trunkline: 02-8682-5773/8684-4914/8647-7487
Website: depedcalabarzon.ph
Document Inquiry : <https://r4a-teadoc.com/inquire>
Facebook: DepEd R-4A Calabarzon

NAME OF BIDDER	AMOUNT OF BID
Caliv Resort and Development Corp. (Villa Excellence Beach and Wave Pool Resort)	Php448,875.00
Tanza Oasis Hotel and Resort	Php450,000.00

WHEREAS, after review and deliberation on proposal, **CALIV RESORT AND DEVELOPMENT CORP. (VILLA EXCELLENCE BEACH AND WAVE POOL RESORT)** complied with the requirements and declared as the Lowest Calculated and Responsive Bidder (LCRB);

WHEREAS, under the latest resolution and guidelines of the Inter-Agency Task Force on Emerging Infectious Diseases (IATF-EID) issued on October 18, 2021, the Certificate of Authority to Operate and Safety Seal **Certificate issued by the Department of Tourism (DOT) applies in areas classified under General Community Quarantine (GCQ), GCQ with Heightened Restriction (GCQ-HR), or Alert Level 4 and Alert Level 3.**

WHEREAS, CALIV RESORT AND DEVELOPMENT CORP. (VILLA EXCELLENCE BEACH AND WAVE POOL RESORT) is within Tanza, Cavite under Alert Level 1.

WHEREAS, the Entity invited Bids for the Procurement for the hotel accommodation of the participants in the **“WRITESHOP IN DESCRIBING ILLUSTRATIVE IMAGES FOR CONVERSION TO ACCESSIBLE FORMAT LEARNING RESOURCES”** on August 15-19, 2022 and has accepted a Bid of **CALIV RESORT AND DEVELOPMENT CORP. (VILLA EXCELLENCE BEACH AND WAVE POOL RESORT)** for food and hotel accommodation in the sum of **FOUR HUNDRED FORTY-EIGHT THOUSAND EIGHT HUNDRED SEVENTY-FIVE PESOS ONLY (Php448,875.00).** (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 August 15-19, 2022 to the Forty-Five (45) 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 will pay the Hotel Company the guaranteed number of participants. The Client shall be charged or billed the amount of **ONE THOUSAND NINE HUNDRED NINETY-FIVE PESOS ONLY (Php1,995.00)** per day, per participants or the total amount of **FOUR HUNDRED FORTY-EIGHT THOUSAND EIGHT HUNDRED SEVENTY-FIVE PESOS ONLY (Php448,875.00)** for the whole duration of the event.

Section 3
Supervision and Control



The Hotel Company shall 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 CLIENT on the matter. In so far as enforcement of police and company rules and regulations related to safety is concerned, the CLIENT shall exercise supervision and control over the participants.

Section 4

Liability to Personnel and Third Parties

The Hotel Company is NOT an agent or employee of the CLIENT and the personnel to be assigned by the Hotel Company to the CLIENT are in no sense employees of the latter as they are for all intents and purposes employees of the Hotel Company.

Accordingly, the CLIENT shall not be responsible for any and all claims for personal injury caused to any of the personnel or to any third party where such injury arises out of or in the course of performance of said personnel.

Section 5

Hotel Accommodation Inclusions

In addition to the services offered mentioned above, the Hotel Company shall provide for the following inclusions:

a. Food

August 15, 2022: Arrival of participants and First Meal is **BREAKFAST**, and

August 19, 2022: Departure of Participants and Last Meal is **PM SNACKS**.

Complete Meal: Buffet for breakfast, guided buffet for lunch and dinner (with 3 viands, soup and dessert) 2 snacks, and free flowing coffee, milo, or tea in the conference room.

b. Hotel Accommodation

Logging: 45 pax, single-bed per participant

c. Function Hall

The Conference Room is with a capacity of 45 pax for the writeshop and plenary sessions with social distancing following the safety health protocols.

d. Facilities

- Strong internet connectivity,
- 45-female electric sockets connected to electric supply,
- room to accommodate 21 tables and 45 chairs for 21-groups of 2 members/group to work with one (1) laptop/member
- other tables and chairs, and
- strong **WIFI CONNECTIONS, EXTENSION WIRES**

e. Equipment

- LCD Projector and Wide Screen,
- Sound system with 3 microphones (if possible)

f. Other Requirements

- whiteboard with markers and eraser,
- microphones and sound system,
- LCD, projectors,
- fluorescent lights (LED) in the function rooms,
- free use of function rooms from 7:00 AM to 10:00 PM,
- antiseptic disinfection alcohol, and
- assorted candies, chips or peanuts

Section 6

Use of Hotel Parking Space

The Hotel Company shall allow the use of its parking space to the workshop participants free of charge.

Section 7

Assignment

This contract cannot be assigned by either party. In case assignment will be made, the party assigning must inform the other party of such arrangement at least one day prior to the activity.

Section 8

Termination of Contract

Either party may terminate this contract on any ground provided by law and for violation/s of the provisions of this contract. In such case, the party terminating shall serve a written notice to the other party at least three (3) days prior to the intended date of termination.

Section 9

Venue of Action

In case an action will arise from this agreement, the venue of the action shall be in Taytay, Rizal or Pasig City only.

Section 10

Warranty

The Hotel Company hereby warrants and attest that the signatory in this contract is duly authorized by the Board and / or its Management to sign for and its behalf.

Section 11

Other conditions of the contract

The Hotel Company shall cause the notarization of this contract.



IN WITNESS WHEREOF, the parties have hereunto set their hands, this day of 31 AUG 2022 at Quezon City, Philippines.

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

ACE VISUAL SOLUTIONS

ATTY. ALBERTO T. ESCOBARTE, CESO II
Assistant Secretary
Officer-In-Charge, Office of the
Regional Director

JELYNE NINA R. BERAGADO
Director of Sales

SIGNED IN THE PRESENCE OF:

Republic of the Philippines
S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Quezon City, this 31 AUG 2022, personally appeared:

Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>		
Jelyne Nina R. Bergado	33-8961891-6 umid	

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. 18;
Page No. 26;
Book No. 11...;
Series of 2022.

~~ATTY. GENERAL H. B. STANLEY, JR.
UNITED STATES DEPARTMENT OF JUSTICE
FIR NO. 00181 - JACOBSON CITY
IDP NO. 132-74-ONE - CHAPTER
ROLE OF ATTORNEY VINO 6427
MATTER NO 004
MAY 19 1964
UNIT 2 021-2 DPOLENT BLDG 2E SA OLC.~~