



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 Marketing Manager, **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 **"COMPETENCY ENHANCEMENT TRAINING FOR REGIONAL OFFICE EMPLOYEES (CenTRE) LEVELS 1 AND 2"** on **October 18-21, 2022, and November 8-11, 2022**.

**WHEREAS**, the Approved Budget for the Contract (ABC) is **ONE MILLION FOUR HUNDRED EIGHTY THOUSAND PESOS ONLY (Php1,480,000.00)**;

**WHEREAS**, Rule XVI, Section 48.2 of the IRR of RA 9184 provides the general rule that public bidding is the general mode of procurement. However, the same section allows procuring entities to resort to alternative methods of procurement such as Negotiated Procurement subject to the approval of the Head of Procuring Entity;

**WHEREAS**, Rule XVI, Section 53.10 of the IRR of RA 9184 allows Negotiated Procurement under Lease of Real Property and Venue as a mode of procurement subject to the approval of the Head of the Procuring Entity;

**WHEREAS**, as policy consideration, if the real property and venue is publicly-owned, it is preferred that government agencies lease publicly-owned real property or venue from government agencies. If there is an available publicly-owned real property or venue that complies with the requirements of the procuring entity, it may enter into a contract of lease with the government agency owner;

**WHEREAS**, Rule XVI, Sec 48.1 of the Revised IRR of R.A. No. 9184 provides that "subject to the prior approval of the Head of the Procuring Entity (HoPE), and whenever justified by the conditions provided in this Act, the procuring entity, in order to promote economy and efficiency, resort to any of the alternative methods of



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procurement provided in this Rule. In all instances, the procuring entity shall ensure that the most advantageous price for the Government is obtained;

**WHEREAS**, on September 14, 2022, the BAC, thru its Secretariat, initiated the procurement activity by sending letter requesting for quotation to **BP International Makiling**, and **Development Academy of the Philippines (DAP)**;

**WHEREAS**, **BP International Makiling**, and **Development Academy of the Philippines (DAP)** 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
BP International Makiling	Php1,478,520.00
Development Academy of the Philippines (DAP)	Php1,479,690.00

**WHEREAS**, on September 20, 2022, the end-user sent a letter to the Regional Director relative to their observations, as read:

*"This pertains to the procurement of venue for the activity on the Competency Enhancement Training for Regional Office Employees, Level 1 and 2 on October 18-21, 2022 for Batch 1 and October 25-28, 2022 for Batch 2. As the program implementer and end-user, we adhere to the policy of conducting our in-person activities in government-owned facilities. However, the offers of two government facilities, namely the Development Academy of the Philippines (DAP) and the BP International Makiling are higher than the offers of private suppliers who have been our previous suppliers.*

*In light of the foregoing, we request that our venue for the said activity be held in a private facility run by our private suppliers who have catered to us with a lower price than that of the offer of DAP and BP Makiling for the following reasons:*

- 1. That is more economical and efficient to conduct our activity in a private facility compared to the cost involved in holding it at a government facility; and*
- 2. That we already had previous engagement with the private suppliers and we found their services efficient and accommodating."*

**WHEREAS**, the request has been approved by the Regional Director;

**WHEREAS**, on September 30, 2022, the BAC, thru its Secretariat, initiated the procurement activity by sending Request for Quotation (RFQ) to at least four (4) prospective suppliers namely:

1. Caliv Resort and Development Corp. (Villa Excellence Beach and Wave Pool Resort;
2. The Bayleaf Cavite;
3. Tanza Oasis Hotel and Resort; and
4. Whitewoods Convention and Leisure Hotel

**WHEREAS**, the Request for Quotation (RFQ) was posted in the Philippine Government Electronic Procurement System (PhilGEPS) website on October 1, 2022, office website and conspicuous bulletin board in the premises of this Office on September 30, 2022 to October 5, 2022;

**WHEREAS**, two (2) 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
Caliv Resort and Development Corp. (Villa Excellence Beach and Wave Pool Resort)	Php1,398,600.00
Great Life Hotel and Leisure Corp. (Whitewoods Convention and Leisure Hotel)	Php1,479,999.11

**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 **"COMPETENCY ENHANCEMENT TRAINING FOR REGIONAL OFFICE EMPLOYEES (CEntRE) LEVELS 1 AND 2"** on October 18-21, 2022, and November 8-11, 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 **ONE MILLION THREE HUNDRED NINETY-EIGHT THOUSAND SIX HUNDRED PESOS ONLY (Php1,398,600.00)**. (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 to the participants of the client on the following dates:
  - a. October 18-21, 2022: Ninety-Three (93) participants,
  - b. November 8-11, 2022: Ninety-Two (92) participants.
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 **ONE MILLION THREE HUNDRED NINETY-EIGHT THOUSAND SIX HUNDRED PESOS ONLY (Php1,398,600.00)** 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 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 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 6 Inclusions in the services

The **Hotel Company** shall provide for the following:

### a. Foods

1. Manage buffet for Breakfast, Lunch, and Dinner;

- (1<sup>st</sup> meal to be served is breakfast for Day 1, and last meal is PM snacks on the last Day)
2. Complete meal: (Breakfast, AM Snack, Lunch, PM Snack, and Dinner);
  3. Unlimited coffee

**a. Room Accommodation**

1. Twin or triple sharing rooms (single beds)
2. With towel and toiletries (soap, shampoo, toothbrush & toothpaste)
3. Satellite TV
4. Free Wifi access

**b. Session Hall**

1. Two (2) plenary halls that can accommodate 40-50 pax per hall
2. At least two (2) serviceable microphones and complete set of sound system per plenary hall
3. At least one (1) whiteboard with markers per plenary hall
4. At least two (2) LCD/DLP for each plenary hall
5. Group workshop tables per plenary hall (at least 5 persons per table)
6. Fast and reliable strong internet connection (at least 50mbps). Most of the workshop is requiring participants to access online application.
7. Unlimited coffee/tea/chocolate drink and candies setup.

**c. Other Concerns**

1. Accessible means of transportation
2. Free parking for the duration of the stay
3. Free use of Amenities
4. Able and willing to ensure provisions for participants and guests with special conditions, example: breastfeeding moms, PWDs, and other emergency situations.
5. Responsive to safety and security requirements of the government
6. Other facilities and rating in accordance with the Table of Rating Factors for Leave of Venue provided under Annex H, Appendix C of the IRR

Section 7

**Use of Hotel Parking Space**

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

Section 8

**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 9

**Venue of Action**

The parties shall make every effort to resolve amicable 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.

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

Section 10  
**Warranty**

The **Client** 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**


- 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 11 / OCT / 2022 at Quezon City, Philippines.

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

**Caliv Resort and Development  
Corp. (Villa Excellence Beach  
and Wave Pool Resort)**

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

  
**JELYNE NINA R. BERGADO**  
Marketing Manager

**SIGNED IN THE PRESENCE OF:**

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**BEFORE ME**, a Notary Public for and in the City of Quezon City, this 17 OCT 2022, personally appeared:

Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	DepEd Office ID No. 4529876	
<u>Jelyne Nina R. Bergado</u>	Passport No. EC 7891919	

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 seven (7) 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. ...192...;  
Page No. ...69...;  
Book No. ...IX...;  
Series of 2022.

Notary Public

ATTY. RUBEN M. AZANES, JR.  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2021  
PTR NO. 05949-D, QUEZON CITY  
REP NO. 12791-QUEZON CITY CHAPTER  
10110 NOTARYS MO. 96427  
ALCOA WATER NO. 004  
NOTARY NO. 12791-QUEZON CITY  
UNIT 2 DGF-2, PULITZ, LAGUNA, P.I.