



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 **"RO & SDO CONVERGENCE FOR LEARNING RECOVERY & CONTINUITY PLAN"** on **September 21-23, 2022**.

**WHEREAS**, the Approved Budget for the Contract (ABC) is **FOUR HUNDRED TWENTY THOUSAND PESOS ONLY (Php420,000.00)**;

**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 on September 16, 2022, office website and conspicuous bulletin board in the premises of this Office on September 15-19, 2022;

**WHEREAS**, RFQs were sent to at least four (4) prospective suppliers namely:

1. Villa Excellence Beach and Wave Pool Resort;



**"EXCELLENCE is a CULTURE and QUALITY is a COMMITMENT"**

Trunkline: 02-8682-5773/8684-4914/8647-7487

Website: [depedcalabarzon.ph](http://depedcalabarzon.ph)

Document Inquiry : <https://r4a-teadoc.com/inquire>

Facebook: DepEd R-4A Calabarzon



2. The Bayleaf – Cavite;
3. El Cielito Hotel; and
4. Ciudad Christia Resort Inc.

**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	REMARKS
Sunny Glades Properties Corp. (Demeter Escapade Events Place)	Php378,000.00	Complying
Caliv Resort and Development Corp. (Villa Excellence Beach and Wave Pool Resort)	Php399,000.00	Complying
First Sta. Rosa Hotel Corp. (El Cielito Hotel)	Php409,500.00	Complying
La Suena Brisa Beach Resort and Event Place	Php275,800.00	Non-complying

**WHEREAS**, upon evaluation or careful examination of the technical specification submitted by **LA SUENA BRISA BEACH RESORT AND EVENT PLACE**, the BAC found that it was ineligible because its quotation does not comply with the specifications issued by this Office.

**WHEREAS**, after review and deliberation on the proposal of **SUNNY GLADES PROPERTIES CORP. (DEMETER ESCAPADE EVENTS PLACE)**, the BAC found that it was non-responsive based on the evaluation submitted by the HRDD-NEAP headed by Ms. Luz E. Osmena because of poor and weak internet connectivity, the venue is not conducive and not accessible to the participants.

**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 **"RO & SDO CONVERGENCE FOR LEARNING RECOVERY & CONTINUITY PLAN"** on September 21-23, 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 **THREE HUNDRED NINETY-NINE THOUSAND PESOS ONLY (Php399,000.00)**. (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 September 21-23, 2022 to the Seventy (70) 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 amount ONE THOUSAND NINE HUNDRED PESOS ONLY (**Php1,900.00**) per participant for the food and lease of the venue or the total amount of THREE HUNDRED NINETY-NINE THOUSAND PESOS ONLY (**Php399,000.00**) 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**

- Complete Meal (Breakfast, AM Snacks, Lunch, PM Snacks and Dinner)
- First Meal – Breakfast (for the 1<sup>st</sup> day)
- Last Meal – AM Snacks (for the last day)
- Free flowing coffee, tea and milo in sachet

##### **b. Room Accommodation**

- Each room for maximum of Triple Sharing – Single Bed

##### **c. Session/Function Hall**

- Complimentary pads, pencils and mint candies
- Use of sound system with microphones
- LCD Projector and screen; white board markers
- Stable Internet connections in the function hall

##### **d. Other Concern**

- With parking space for the participants and guest
- Available in-house nurse/medic when needed
- The venue should follow the IATF Safety Protocol Guidelines
- Alcohol must be in the areas that can easily be accessed by the participants

#### 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 18 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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Republic of the Philippines  
Quezon City S.S.

### ACKNOWLEDGMENT

**BEFORE ME**, a Notary Public for and in the City of Quezon City, this 18 OCT 2021, 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 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.

### Notary Public

Doc. No. ...187;  
 Page No. ...64;  
 Book No. ...IX.;  
 Series of 2022.

ATTY. RUBEN M. AZANES, JR.  
 NOTARY PUBLIC  
 UNTIL DECEMBER 31, 2021  
 PTR NO. 0594900 QUEZON CITY  
 IBP NO. 124794 QUEZON CITY CHAPTER  
 ROLL OF ATTORNEYS NO. 46427  
 AD - 181/4 - PTR NO 004  
 QCEP - 001 - 1001000-10-2020  
 TRS - 001 - 1001000-10-2020  
 UNIT 2021-2 OFFICE OF THE NOTARY PUBLIC/C.C.