



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 **CLIENT**.

-and-

**CALIV RESORT AND DEVELOPMENT CORP. (VILLA EXCELLANCE BEACH AND WAVEPOOL 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** will be conducting the **"FELLOWSHIP OF LEADERS IN AN EXPERIENTIAL ENGAGEMENT FOR A RESILIENT TEAM (FLExpERT)"** on **June 8-9, 2023** and **June 13-15, 2023**.

**WHEREAS**, the Approved Budget for the Contract (ABC) is **SIX HUNDRED THOUSAND PESOS ONLY (Php600,000.00)**;

**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 May 27, 2023, office website and conspicuous bulletin board in the premises of this Office starting on May 26, 2023 to May 31, 2023

**WHEREAS**, RFQs were sent to at least three prospective suppliers namely:

1. Bayleaf Hotel;
2. First Sta. Rosa Hotel Corp. (El Cielito Hotel); and
3. Caliv Resort and Development Corporation (Villa Excellence Beach and Wavepool Resort);

**WHEREAS**, three (3) suppliers submitted their respective proposals before the deadline for the submission of bids, offering the following financial bids, as read:



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



Certificate No. PHP QMS  
22 93 0085

NAME OF BIDDER	AMOUNT OF BID
Caliv Resort and Development Corporation (Villa Excellence Beach and Wavepool Resort)	Php568,500.00
First Asia Sta. Rosa Hotel Corp El Cielito Inn)	Php570,000.00
Fynn Boutique Hotel, Inc.	Php589,700.00

**WHEREAS**, after review and deliberation on proposal of the lowest read bidder, the BAC found the bidder compliant and responsive to the technical and financial requirements of the procurement activity hence, subsequently declared **CALIV RESORT AND DEVELOPMENT CORP. (VILLA EXCELLANCE BEACH AND WAVEPOOL RESORT)**, as the Lowest Calculated and Responsive Bidder (LCRB);

**WHEREAS**, the Entity invited Bids for the Procurement of the hotel accommodation and food of the participants in the "**FELLOWSHIP OF LEADERS IN AN EXPERIENTIAL ENGAGEMENT FOR A RESILIENT TEAM (FLExpERT)**" on June 8-9, 2023 AND June 13-15, 2023 and has accepted a Bid of **CALIV RESORT AND DEVELOPMENT CORP. (VILLA EXCELLANCE BEACH AND WAVE POOL RESORT)** for food and hotel accommodation in the sum of **FIVE HUNDRED SIXTY-EIGHT THOUSAND FIVE HUNDRED PESOS ONLY (Php568,500.00)**. (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 hotel accommodation on June 8-9, 2023 and June 13-15, 2023 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 amount of **One Thousand Eight Hundred Ninety-Five Pesos Only (Php1,895.00)** per participants, for the food and hotel accommodation or the total amount of **Five Hundred Sixty-Eight Thousand Five Hundred Pesos Only (Php568,500.00)** 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 **Client** 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. Food**

1. First meal: Breakfast (First Day)
2. Last meal: PM Snacks (Last day)
3. Any type of buffet with stand-by waiters (Breakfast, Lunch, Dinner);
4. For breakfast: e.g. \_main dishes, rice, bread, choice of hot tea/chocolate or coffee;
5. For lunch and dinner: e.g. \_ main dishes (fish, choice of meat: chicken/pork/beef, and vegetables subject to menu selection), soup, rice, dessert: fruit or salad and drinks. (Purely vegetarian or halal food may be required during the event proper);
6. AM and PM snacks with drinks;
7. Free flowing coffee and/or tea;
8. Candies, and stand-by waiters.

**b. Hotel/Room Accommodation**

1. **At least triple Sharing rooms** for participants
2. No bed mattress on the floor
3. 24-hours Hot and Cold Shower, Clean Beddings, Rooms and Restroom
4. No bed sharing
5. Check-in time: **8:00 AM**
6. Check-out time: **5:00 PM**

**c. Function Room**

1. **Can accommodate at least 60 pax in a conference set-up;**
2. Well-lighted and well ventilated;
3. Availability of audio-visual equipment with stand-by assistant:
  - At least **two (2) LCD Projector and wide screens,**
  - At least **two (2) Whiteboard with marker/s and erasers**
  - Complete set sound system, at least **ten (10) extension cords** for laptops,
  - **Four (4) wireless microphones, two (2) microphone stand,** and
  - Podium/lectern, etc.
4. Unlimited access to internet/Wi-Fi in all areas of venue;
5. At least **two (2)** tables for the Secretariat (Registration Area);
6. No pillars in the middle of the function room.

**d. Other Requirements**

1. Maintaining cleanliness-function hall, restrooms, sleeping quarters, hallway, coffee/tea area, and dining area;
2. Provision for backdrop for the activity; and Tarpaulin display at Project Site, not exceed 3" x 4"; optional for Projectors not exceeding 5 days (COA Circ. 2013-004);

*Handwritten signature and date:*  
7/20

3. With appropriate and sufficient parking area for VIP and other Guests;
4. With 24-hour security, front-desk and housekeeping services; and

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  
**Warranty**

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

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 7 JUN 2023 at Quezon City, Philippines.

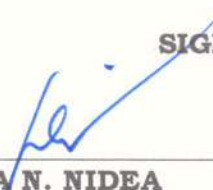
**Department of Education  
Region IV-A CALABARZON**

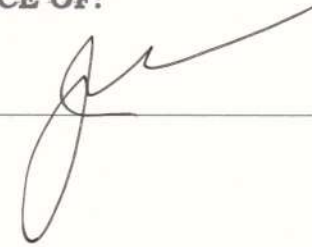
**ATTY. ALBERTO T. ESCOBARTE, CESO II**  
Regional Director

**Caliv Resort and Development  
Corporation (Villa Excellence  
Beach and Wavepool Resort)**

**JELYNE NINA R. BERGADO**  
Marketing Manager

SIGNED IN THE PRESENCE OF:

  
\_\_\_\_\_  
**LOIDA N. NIDEA**  
OIC-Assistant Regional Director

  
\_\_\_\_\_

Republic of the Philippines  
Quezon City S.S.

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public for and in the City of Quezon City, this 14 JUN 2023, personally appeared:


Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	<u>DepEd Office ID No. 4529876</u>	_____
<u>Jelyne Nina R. Bergado</u>	<u>UMID 33-8961891-6</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.

**Notary Public**

Doc. No. 128;  
Page No. 96;  
Book No. IX;  
Series of 2023.  


**ATTY. RUBEN M. AZAÑES, JR.**  
**NOTARY PUBLIC**  
**(UNTIL DECEMBER 31, 2023)**  
**PT. NO. 059480, QUEZON CITY**  
**IBP NO. 1234567890, QUEZON CITY CHAPTER**  
**ROLL OF ATTORNEYS NO. 46427**  
**ADMIN. MATTER NO. 104**  
**MCB / 11/03/2022 / 2-29-2020**  
**UNIT 2 LGF 2107, LENT, BULACAN, QUEZON CITY**