



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-

CALIV RESORT AND DEVELOPMENT CORP. (VILLA EXCELLANCE BEACH AND WAVEPOOL RESORT) a domestic corporation duly registered domestic corporation under the Philippine laws, 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** has undertaken the procurement of **LEASE OF VENUE WITH FOOD AND ACCOMODATION** for the **“BATCH 3 TRAINING ON TRAINERS METHODOLOGY LEVEL 1 FOR SHS-TVL AND JHS-SPTVE TEACHERS”** on **April 29-May 9, 2024, May 22-31, 2024 and June 1, 2024;**

WHEREAS, the Approved Budget for the Contract (ABC) for each lot as follows:

LOT I	PhP1,778,000.00
LOT II	PhP1,796,000.00

WHEREAS, the 2016 Revised IRR of RA 9184, particularly Section 10, Rule IV thereof, states that all procurements shall be done through Competitive Bidding;

WHEREAS, Section 12.1 (j) Rule V of the 2016 Revised IRR of RA 9184 states that, the Bids and Awards Committee (BAC) shall recommend to the Head of the Procuring Entity (HOPE) the use of Alternative Methods of Procurement as provided in Rule XVI thereof;

WHEREAS, Section 53, rule XVI of the 2016 Revised IRR 9184 states that for purposes of economy and efficiency, the agency concerned may adopt Alternative Methods of Procurement such as Negotiated Procurement;

WHEREAS, Section 53.10, Rule XVI of the 2016 Revised IRR 9184 states that Negotiated Procurement under the Lease of Real Property and Venue for official use, subject to Annex “H” of the 2016 IRR;



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Certificate No. PHP QMS
 22 93 0085

WHEREAS, pursuant to the specific guidelines for the Alternative Methods of Procurement, Item V-D 9(b)(i) of Annex "H" in the 2016 Revised IRR of RA No. 9184, states that:

"i. Publicly-owned vis-à-vis privately-owned real property and venue.

It is preferred that government agencies lease publicly-owned real property or venue from other 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.

In the event that the Procuring Entity would resort to privately-owned real property or venue, the End-user unit shall justify that the same is more efficient and economical to the government."

WHEREAS, no other government facilities can accommodate said activity that complies with the specification of the End-User;

WHEREAS, the end-user decided to cater the services of the privately-owned venue that complies with their requirements;

WHEREAS, the BAC with the end-user decided to cater the services of the privately-owned venue that complies with the requirements of the end-user;

WHEREAS, Rule XVI, Section 48.2 of the IRR of RA 9184, otherwise known as the "Government Procurement Reform Act of 2003" 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, the Request for Quotation (RFQ) was posted in the Philippine Government Electronic Procurement System (PhilGEPS) on March 26, 2024, at the website of DepEd Region IV-A CALABARZON, and conspicuous bulletin board in the premises of DepEd Region IV-A CALABARZON on March 25, 2024 to April 5, 2024;

WHEREAS, RFQ were sent to four (4) prospective suppliers as follows: (1) Marawi Leisure Park, Inc. (Tanza Oasis Hotel and Resort); (2) The Bayleaf Cavite; (3) Tagaytay Automart Inc. (Tagaytay Country Hotel); and (4) Caliv Resort and Development Corp. (Villa Excellence Beach and Wavepool Resort);

WHEREAS, one (1) supplier submitted its proposal before the deadline for the submission of the quotation, offering the following financial bids, as read:

NAME OF BIDDER	LOT	AMOUNT OF BID	REMARKS
Caliv Resort and Development Corp. (Villa Excellence Beach and Wavepool Resort)	I	PhP1,733,550.00	Complying and Lone Bidder
	II	PhP1,751,100.00	Complying and Lone Bidder

WHEREAS, on April 7, 2024, the end-user together with the BAC conducted an ocular inspection at **CALIV RESORT AND DEVELOPMENT CORP. (VILLA EXCELLANCE BEACH AND WAVEPOOL RESORT)** and rated the venue in accordance with the technical specification pursuant to Appendix "B" of Annex "H" of the Consolidated Guidelines for the Alternative Methods of Procurement;

WHEREAS, based on the result of the ocular inspection reflected in the Rating Factors and Determination of Reasonableness of Rental Rate, **CALIV RESORT AND DEVELOPMENT CORP. (VILLA EXCELLANCE BEACH AND WAVEPOOL RESORT)** rated with the score of **88.5**, the report containing the result of the evaluation and its attachments is attached hereto as "ANNEX "A" and ANNEX "B" and made an integral part thereof ;

WHEREAS, after review and deliberation on the proposal, **CALIV RESORT AND DEVELOPMENT CORP. (VILLA EXCELLANCE BEACH AND WAVEPOOL RESORT)** complied with the requirements and is hereby declared as the Single Calculated and Responsive Quotation (SCRQ) for **Lot 1 and Lot II**;

WHEREAS, the Entity invited Quotation for the Procurement of Lease of Venue with food and accommodation of the participants, in the "**BATCH 3 TRAINING ON TRAINERS METHODOLOGY LEVEL 1 FOR SHS-TVL AND JHS-SPTVE TEACHERS**" on **April 29-May 8, 2024, May 22-31, 2024 and June 1, 2024** and has accepted a Quotation of the **Hotel Company** for the Lease of Venue with food and accommodation of **LOT I** in the amount of **ONE MILLION SEVEN HUNDRED THIRTY-THREE THOUSAND FIVE HUNDRED FIFTY PESOS ONLY (PhP1,733,550.00)**, and for **LOT II** in the amount of **ONE MILLION SEVEN HUNDRED FIFTY-ONE THOUSAND ONE HUDNRED PESOS ONLY (PhP1,751,100.00)**. (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 **April 29-May 8, 2024, May 22-31, 2024 and June 1, 2024** to the participants of the **Client**;

Date	No. of Days	No. of participants	Rate per participants
LOT I			
April 29 – May 8, 2024	10	88	PhP1,950.00
Between April 29 – May 8, 2024	6	1	
Between April 29 – May 8, 2024	3	1	
LOT II			
May 22 - May 31, 2024	10	89	PhP1,950.00
June 1, 2024	1	8	

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. Agree that it shall be charged or billed the total amount of **THREE MILLION FOUR HUNDRED EIGHTY-FOUR THOUSAND SIX HUNDRED FIFTY PESOS ONLY (PhP3,484,650.00)** 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 the payment.

Section 4
Inclusions in the services

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

1. The Meals shall be:

- 1.1 Complete Meals (Breakfast, AM Snack, Lunch, PM Snack and Dinner for participants of the client
- 1.2 First meal is Breakfast for April 29, 2024 and Last meal is Dinner for May 8, 2024 for **LOT I**;
- 1.3 First meal is Breakfast for May 22, 2024 and Last meal is Dinner for June 1, 2024 for **LOT II**;
- 1.4 Buffet type with stand-by waiters for Breakfast, Lunch and Dinner;
- 1.5 **for breakfast:** main dishes, rice, bread, choice of hot tea/chocolate or coffee;
- 1.6 **for lunch and dinner:** main dishes (fish, choice of meat: chicken/pork/beef, and vegetables subject to menu selection), soup, rice, dessert: fruits or salad and drinks. (Purely vegetarian or halal food may be required during the event proper);
- 1.7 AM and PM snacks are with drinks
- 1.8 Free-flowing coffee, and/or tea; and
- 1.9 Candies, AM and PM Snacks are with drinks

2. The Function Room shall be (both LOT I and LOT II):

- 2.1 Large Plenary Hall that can accommodate 110 pax, with three (3) breakout rooms that can accommodate 25-30 pax that is open until 11pm, and a meeting room for the Regional Technical Working Group.
- 2.2 Availability of audio-visual equipment with stand-by assistant such as: **(1)** one (1) LCD projector with wide screens for Breakout rooms; **(2)** one (1) whiteboard with marker/s and erasers; **(3)** Complete set sound system, **(4)** five (5) extensions cords for laptops; **(5)** two (2)

- wireless microphones, one (1) microphone stand; and **(6)** Podium/lectern
- 2.3 Strong and unlimited access to Internet/Wi-Fi in all areas of venue;
 - 2.4 Doctor or Nurses should be available 24 hours a day within the venue, and they shall conduct regular monitoring of health of participants;
 - 2.5 Two (2) vans with a capacity of 12-15 pax shall be made available for four (4) days during the National Assessment. The van shall bring and fetch the participants to and from the Assessment venue. Moreover, the van shall also bring the meals and snacks of the participants during the entire assessment process. There will be two (2) assessment centers/venue.
 - 2.6 No pillars in the middle of the function room, well-lighted and well ventilated;

3. The Room Accommodation shall be (both LOT I and LOT II):

- 3.1 Maximum of 3 single sharing rooms (no be sharing)
- 3.2 No bed mattress on the floor;
- 3.3 Airconditioned room, with provision of clean towels, with hot and cold shower, and regularly cleaned beddings, rooms and restroom
- 3.4 Room check-in time is 8:00 AM and check-out is 2:00PM

4. The following shall be provided:

- 4.1 Provision for backdrop for the activity; and Tarpaulin display at Project Site, not to exceed 3" x 4"; optional for Projects not exceeding 5 days (COA Circ. 2013-004)
- 4.2 Appropriate and sufficient parking area for VIP and other Guests; and
- 4.3 24-hour security, front-desk, and housekeeping services.

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
Capacity and Authorization

Each of the parties to this contract hereby represents and warrants to the other that it is 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 of it enforceable in accordance with its terms.

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 26 APR 2024 at Quezon City, Philippines.

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

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

ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director

JELYNE NINA R. BERGADO
Marketing Manager

SIGNED IN THE PRESENCE OF:

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

REPUBLIC OF THE PHILIPPINES)
) SS.

ACKNOWLEDGMENT

26 APR 2024 ~~BEFORE ME~~, a Notary Public for and in the City of Quezon City, this
_____, personally appeared:

Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	DepEd Office ID No. 4529876	_____
<u>Jelyne Nina R. Bergado</u>	UMID 003389618916	_____

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. 17;
Page No. 26;
Book No. IX;
Series of 2024.

ATTY. RUBEN M. AZAÑES, JR.
NOTARY PUBLIC
UNTIL DECEMBER 31, 2024
PTR NO. 0594980, QUEZON CITY
IBP NO. 132791-QUEZON CITY CHAPTER
ROLL OF ATTORNEYS NO. 46427
ADMIN MATTER NO. 004
MCLE. VI. 0030360-2-19-2020
TIN 11-396-186-000
UNIT 2 UGF 203 LEIT. BLDG. EDSA, Q.C.