



Republic of the Philippines
Department of Education
 REGION IV-A CALABARZON



Legal-CO01-2024-393

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) a domestic corporation duly registered domestic corporation under the Philippine laws, with principal address at Sitio Postema, Brgy. Sahud-Ulan, Tanza Cavite, represented herein by its Marketing Manager, **JELYNE NIÑA 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 **"FINALIZATION OF THE DEVELOPED ALS LEARNING RESOURCE EXEMPLARS OF LEARNING STRANDS 1, 2, and 3 FOR BASIC LITERACY, ELEMENTARY AND SECONDARY LEVELS"** on **September 10 to 13, 2024**.

WHEREAS, the Approved Budget for the Contract (ABC) is **SIX HUNDRED EIGHTY THOUSAND PESOS ONLY (Php680,000.00)**;

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 Procurement System (PhilGEPS) on August 6, 2024, at the website of DepEd Region IV-A CALABARZON, and conspicuous bulletin board in the premises of DepEd Region IV-A CALABARZON on August 5, 2024 to August 9, 2024;

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

1. Red Hotel;
2. Caliv Resort and Development Corporation (Villa Excellence Beach and Wavepool Resort); and
3. The Bayleaf Cavite.



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

WHEREAS, five suppliers submitted their respective proposals before the deadline for the submission of quotations, offering the following financial quotations, as read:

NAME OF BIDDER	AMOUNT OF BID	REMARKS
Oracle Hotel and Residence Corp.	PhP607,750.00	Non-Complying
Hotel Dream World (North EDSA Quezon City)	PhP646,000.00	Non-Complying
Caliv Resort and Development Corporation (Villa Excellence Beach and Wavepool Resort)	PhP663,000.00	Complying
Mydive Travel and Tours Inc.	PhP663,000.00	Non-Complying
L&B International Tourist Hotel Inc. (Camelot Hotel)	PhP678,300.00	Complying

WHEREAS, after review and deliberation on the proposal, **ORACLE HOTEL AND RESIDENCE CORP.** and **HOTEL DREAM WORLD (NORTH EDSA QUEZON CITY)** appears non-compliant for failure to comply with the specification set by this Office;

WHEREAS, upon evaluation or careful examination of the technical specification submitted by **CALIV RESORT AND DEVELOPMENT CORP. (VILLA EXCELLANCE BEACH AND WAVEPOOL RESORT)**, the BAC found that it was complying with the proposal amount of **SIX HUNDRED SIXTY-THREE THOUSAND PESOS ONLY (PhP663,000.00)**;

WHEREAS, after review and deliberation on the proposal, **CALIV RESORT AND DEVELOPMENT CORP. (VILLA EXCELLANCE BEACH AND WAVEPOOL RESORT)** complied with the requirements and declared as the Lowest Calculated and Responsive Quotation (LCRQ);

WHEREAS, the Entity invited Bids for the Procurement for the hotel accommodation of the participants in the **"FINALIZATION OF THE DEVELOPED ALS LEARNING RESOURCE EXEMPLARS OF LEARNING STRANDS 1, 2, and 3 FOR BASIC LITERACY, ELEMENTARY AND SECONDARY LEVELS"** on September 10 to 13, 2024 and has accepted a Bid by the Hotel Company for food and hotel accommodation in the sum of **SIX HUNDRED SIXTY-THREE THOUSAND PESOS ONLY (PhP663,000.00)**. (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 10 to 13, 2024 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 total amount of **SIX HUNDRED SIXTY-THREE THOUSAND PESOS ONLY (PhP663,000.00)** 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
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 4
Inclusions in the services

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

- a. **The meals shall be:**
 - a.1 Complete meal (breakfast, AM snacks, lunch, PM snacks and dinner) to the **85** participants of the Client;
 - a.2 First meal is **breakfast** of September 10, 2024 and last meal is **PM snacks** of September 13, 2024;
 - a.3 Manage buffet with stand-by waiters during breakfast, lunch and dinner;
 - a.4 Unlimited coffee, purified drinking water, tea or chocolate drink and candies;
 - a.5 with assistance of stand-by waiters
- b. **The Lodging shall be:**
 - b.1 At least 2 or 3 single/double sharing rooms (no bed sharing);
 - b.2 No mattress on the floor;
 - b.3 24-hour hot and cold shower and clean beddings, rooms and restroom
- c. **The Function Hall and Facilities shall be:**
 - c.1 well-lighted and well ventilated;
 - c.2 with sufficient space to accommodate at least 100 participants in a conference set-up;
 - c.3 with available audio-visual equipment with stand-by personnel to assist in the operation of:
 - c.3.1 One LCD projector and wide screen;
 - c.3.2 at least one whiteboard with marker/s and erasers;
 - c.3.3 Complete set of sound system, at least 10 extensions cords for laptops;
 - c.3.4 4 serviceable and wireless microphones, 1 microphone stand;
 - c.3.5 Podium/lectern
 - c.4 with fast and reliable internet connection in all areas of the venue;
 - c.5 with at least three tables for the secretariat (registration)

- c.6 without pillars in the middle of the function room.
- c.7 Three breakout rooms for RTWG and writers with LCD projector and wide screen.
- d. **Other shall be provided with personnel to:**
 - d.1 maintain cleanliness in the function hall, restrooms, sleeping quarters, hallway, pantry, and dining area;
 - d.2 provide a backdrop for the activity; and tarpaulin display at the Project Site, not to exceed 3"x4"; optional for Projects not exceeding 5 days (COA Circ. 2013-004;
 - d.3 appropriate and sufficient parking area for VIP and other guest;
 - d.4 24-hour security, front-desk and housekeeping services; and
 - d.5 tarpaulin 6ft (height) x 8ft (width) as complementary (landscape).

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 between the parties.

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 09 SEP 2024 at Quezon City, Philippines.

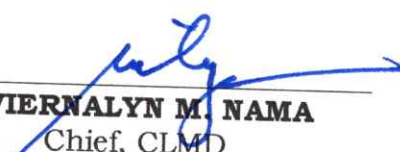
**Department of Education
Region IV-A CALABARZON**

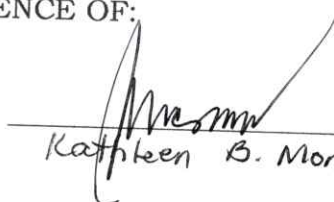
**Caliv Resort and Development
Corporation (Villa Excellence
Beach and Wavepool Resort)**


ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director


JELYNE NIÑA R. BERGADO
Marketing Manager

SIGNED IN THE PRESENCE OF:


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


Kathleen B. Montal

Republic of the Philippines
Quezon City S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Quezon City, this 09 SEP 2024, personally appeared:

Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	<u>DepEd Office ID No. 4529876</u>	_____
<u>Jelyne Niña R. Bergado</u>	<u>SSS No. 3389618916</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 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. 26;
Page No. 4;
Book No. Nil.;
Series of 2024.

ATTY. RUBEN M. AZANES, JR.
NOTARY PUBLIC
UNTIL DECEMBER 31, 2023
PTR NO. 0594980, QUEZON CITY
IBP NO. 132791-QUEZON CITY CHAPTER
ROLL OF ATTORNEY'S NO. 46427
ADMIN MATTER NO. 004
MCLE. VI.0930360-2-19-2020
TIN:140-394 886-000
UNIT 2 UGF-2 OPULENT BLDG. FDSA. Q.C.