



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



Legal-CO01-2024-443

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), with principal address at Sitio Postema, 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 hotel company who will provide food and hotel accommodation to the 23 participants in the **“BI-ANNUAL REVIEW OF DEPED POLICIES AND GUIDELINES – PHASE I AND PHASE II”** on **October 16 to 17, 2024** and **November 26 to 27, 2024** to be conducted by the Client.

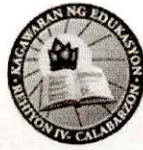
WHEREAS, the Approved Budget for the Contract (ABC) is **ONE HUNDRED EIGHTY-FOUR THOUSAND PESOS ONLY (Php184,000.00)**;

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 method 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 September 28, 2024, at the website of DepEd Region IV-A CALABARZON, and conspicuous bulletin board in the premises of DepEd Region IV-A CALABARZON on September 27, 2024 to October 1, 2024;

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

1. The Bayleaf Cavite;
2. Marawi Leisure Park Inc. (Tanza Oasis Hotel and Resort); and
3. Caliv Resort and Development Corp. (Villa Excellance Beach and Wavepool Resort).



Address: Gate 2, Karangalan Village, Cainta, Rizal
 Telephone No.: 02-8682-2114
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 Website: depedcalabarzon.ph



Certificate No. PHP QMS
 22 93 0085

WHEREAS, two (2) 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
Caliv Resort and Development Corp. (Villa Excellence Beach and Wavepool Resort)	PhP184,000.00	Complying
The Bayleaf Cavite	PhP184,000.00	Non-Complying

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 compliant with the proposed amount of **ONE HUNDRED EIGHTY-FOUR THOUSAND PESOS ONLY (PhP184,000.00)**;

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 Single Calculated and Responsive Quotation (SCRQ);

WHEREAS, the Client invited bids for the Procurement for the hotel accommodation of the participants in the **"BI-ANNUAL REVIEW OF DEPED POLICIES AND GUIDELINES – PHASE I AND PHASE II"** on October 16 to 17, 2024 and November 26 to 27, 2024, and has accepted the bid/quotation of the Hotel Company for food and hotel accommodation in the sum of **ONE HUNDRED EIGHTY-FOUR THOUSAND PESOS ONLY (PhP184,000.00)**. (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 October 16 to 17, 2024 and November 26 to 27, 2024 to the guaranteed number of 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.
3. Do such other acts which are necessary in the performance of the above functions as well as those obligations arising from this contract.
4. Provide with personnel to:
 - 4.1 maintain cleanliness in the function hall, restrooms, sleeping quarters, hallway, pantry, and dining area;
 - 4.2 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)
 - 4.3 appropriate and sufficient parking area for VIPs and guests;

- 4.4 respond to safety and security requirements of the government; and
- 4.5 24-hour security, front-desk and housekeeping services

Section 2 Responsibilities of the Client

The **Client** shall:

1. Pay the **Hotel Company** the guaranteed number of participants
2. Charged or billed the total amount of **ONE HUNDRED EIGHTY-FOUR THOUSAND PESOS ONLY (PhP184,000.00)** for the whole duration of the event;
3. Exercise strict discipline, close supervision and exclusive control and administration over its participants 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 Specification of 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 **23** participants of the Client on October 16 to 17 and November 26 to 27, 2024;
- a.2** First meal is **breakfast** of October 16 and November 26, 2024 and last meal is **PM snacks** of October 17 and November 27, 2024;
- a.3** Served by manage buffet with stand-by waiters during breakfast, lunch and dinner; and
- a.4** with Unlimited coffee, purified drinking water, tea or chocolate drink and candies, with assistance of stand-by waiters.

b. The Lodging shall be:

- b.1** Single/double sharing rooms with single bed only;
- b.2** No mattress on the floor; and
- b.3** with 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 23 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** Two (2) LCD projectors (1 in front & 1 at the side) and wide screens;

- c.3.2** Three (3) serviceable and wireless microphones, 6 extension cords and complete set of sound system;
- c.3.3** Podium/lectern
- c.3.4** One (1) whiteboard with marker/s and erasers
- c.4** with fast and reliable internet connection in all areas of the venue;
- c.5** with at least two (2) tables for the secretariat (registration)
- c.6** without pillars in the middle of the function room.

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 14 OCT 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 NINA R. BERGADO
Marketing Manager

SIGNED IN THE PRESENCE OF:

ELINOS GARCIA
Chief Education Supervisor, PPRD
DepEd Region IV-A CALABARZON

Kathleen Muncal

Republic of the Philippines
Quezon City S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Quezon City, this 14 OCT 2024, 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>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 (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.



Doc. No. 156;
Page No. 24;
Book No. 11;
Series of 2024.

ATTY. RUBEN M. AZAÑES, JR.
NOTARY PUBLIC
UNTIL DECEMBER 31, 2024
PTR NO. 0594980, QUEZON CITY
LBP NO. 132791-QUEZON CITY CHAPTER
ROLL OF ATTORNEY'S NO. 46427
ADMIN. MATTER NO. 004
MCL. VI. 030360-2-19-2020
TIN: 1394 386-000
UNIT 2 UG F 2015 EXC. BLDG., EDSA, Q.C.