



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



Legal-CO01-2024-451

**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**.

**W I T N E S S E T H**

**WHEREAS**, the **CLIENT** has undertaken the procurement of **LEASE OF VENUE WITH FOOD AND ACCOMMODATION** for the **"UNIFIED EFFORTS FOR EDUCATIONAL FACILITIES: DEPED-DPWH REGIONAL COORDINATION MEETING"** on **October 23 to 25, 2024** to be conducted by the **Client**.

**WHEREAS**, the Approved Budget for the Contract (ABC) is **SEVEN HUNDRED FIFTY-ONE THOUSAND SIX HUNDRED PESOS ONLY (PhP751,600.00)**;

**WHEREAS**, pursuant to the Consolidated Guidelines for the Alternative Methods of Procurement, Item V-D 9(b)(i) of Annex "H" in the 2016 Revised Implementing Rules and Regulations (R-IRR) of Republic Act 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.**

**WHEREAS**, the end-user sent request for quotation and inquired for the availability of the following publicly-owned real property: (1) RELC-NEAP IV-A CALABARZON Training Center, Malvar, Batangas; (2) Philippines (BP Makiling Los Baños, Laguna); and (3) Development Academy of the Philippines (DAP Tagaytay);



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 Telephone No.: 02-8682-2114  
 Email Address: region4a@deped.gov.ph  
 Website: depedcalabarzon.ph



Certificate No. PHP QMS  
 22 93 0085

**WHEREAS**, the end-user submitted a letter date September 26, 2024 requesting for the procurement of food and accommodation for the Unified Efforts for Educational Facilities: DepEd-DPWH Regional Coordination Meeting citing that “considering the unavailability of government facilities i.e. RELC-NEAP IV-A CALABARZON Training Center, Malvar, Batangas and Boy Scout of the Philippines (BP Makiling Los Baños, Laguna). Also, the quotation from the Development Academy of the Philippines (DAP)-Tagaytay exceeds the approved budget allocation for the activity;

**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 October 1, 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 30, 2024 to October 4, 2024;

**WHEREAS**, RFQ were sent to at least three (3) prospective suppliers namely: (1) Leonida’s Exclusive Resort; (2) M.I. Sevilla Resort; and (3) NDN Resorts and Events;

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

NAME OF BIDDER	AMOUNT	REMARKS
Leonida’s Exclusive Resort	PhP711,900.00	Non-Complying
Caliv Resort and Development Corp. (Villa Excellence Beach and Wavepool Resort)	PhP731,750.00	Complying

**WHEREAS**, on October 7, 2024, the end-user conducted an ocular inspection at **LEONIDA’S EXCLUSIVE RESORT**, rated the venue in accordance with the technical specification issued by this Office and based on the result of the ocular inspection reflected on the report. **LEONIDA’S EXCLUSIVE RESORT** appears non-compliant for failure to comply with the specification as follows:

- a. Insufficient number of rooms for triple sharing;
- b. The conference is not well-lit. the recommendation illuminance level for a conference room shall be a minimum of 300 lux, however, the conference room at **LEONIDA’S EXCLUSIVE RESORT** is 13-86 lux only. Annex “A” provides photos of the ocular inspection and the reference for the Recommended Design Illuminance Levels based on the Guidelines provided by the Department of Energy;
- c. Low internet connectivity and not accessible in all areas of the venue; and
- d. Limited parking considering at least 50% of the expected participants have a service vehicle;

**WHEREAS** on October 8, 2024, the end-user conducted an ocular inspection at **CALIV RESORT AND DEVELOPMENT CORP. (VILLA EXCELLANCE BEACH AND WAVEPOOL RESORT)**, rated the venue in accordance with the technical specification issued by this office and based on the result of the ocular inspection. **CALIV RESORT AND DEVELOPMENT CORP. (VILLA EXCELLANCE BEACH AND WAVEPOOL RESORT)** appears compliant with the specification;

**WHEREAS**, after review and deliberation on the proposals and report submitted, **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);

**WHEREAS**, the Client invited Quotation for the Procurement of Lease of Venue with food and accommodation of the participants, in the **“UNIFIED EFFORTS FOR EDUCATIONAL FACILITIES: DEPED-DPWH REGIONAL COORDINATION MEETING”** on **October 23 to 25, 2024** and has accepted a Quotation of the **Hotel Company** for the Lease of Venue with food and accommodation in the sum of **SEVEN HUNDRED THIRTY-ONE THOUSAND SEVEN HUNDRED FIFTY PESOS ONLY (PhP731,750.00)**. (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 23 to 25, 2024 to the guaranteed number of participants of the **Client**. The details and/or specifications of these services are provided under Section 4 of this contract.
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. Provide with personnel to:
  - 3.1 maintain cleanliness in the function hall, restrooms, sleeping quarters, hallway, pantry, and dining area;
  - 3.2 with sufficient parking area for VIP and other guests;
  - 3.3 respond to safety and security requirements of the government, 24-hour security, front desk and housekeeping services.
4. Do such other act which are necessary in the performance of the above functions as well as those obligations arising from this contract.

#### 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 **SEVEN HUNDRED THIRTY-ONE THOUSAND SEVEN HUNDRED FIFTY PESOS ONLY (PhP731,750.00)** 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 **Client** 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:

**1. The Meals shall be:**

- 1.1 Complete Meals (breakfast, AM snack, lunch, PM snack and dinner as follows:

Date/s	Description	No. of pax
October 23, 2024	Breakfast AM snack Lunch PM snack Dinner	150
October 24, 2024 <i>(53 pax-Live-out)</i>	Breakfast AM snack Lunch PM snack Dinner	150
October 25, 2024	Breakfast AM snack Lunch PM snack	97

- 1.2 First meal is **breakfast** of October 23, 2024, and Last meal is **PM snack** of October 25, 2024;
- 1.3 Served by manage buffet with stand-by waiters during breakfast, lunch and dinner;
- 1.4 With unlimited coffee, purified drinking water, tea or chocolate drink and candies with assistance of stand-by waiters

**2. The Function Hall and Facilities shall be:**

- 3.1** well-lighted and well ventilated;
- 3.2** with sufficient space to accommodate at least 150 pax, in a conference set-up;
- 3.3** with available audio-visual equipment with stand-by personnel to assist in the operation of:
- 3.3.1** at least two (2) LCD projector and wide screen;
- 3.3.2** Four (4) serviceable and wireless microphones, Two (2) microphone stand, 6 extension cords and complete set of sound system;
- 3.3.3** Podium/lectern
- 3.3.4** Two (2) whiteboards and marker/s and erasers
- 3.4** with fast, reliable and unlimited internet connection in all areas of the venue;
- 3.5** with at least two (2) table for the secretariat (registration Area);
- 3.6** without pillars in the middle of the function room;

### 3. The Room Accommodation shall be:

- 3.1 At least **50** triple sharing rooms for the participants with single bed only;
- 3.2 No bed mattress on the floor;
- 3.3 With 24-hours hot and cold shower, clean beddings, rooms and restrooms;

#### 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.



21 OCT 2024 IN WITNESS WHEREOF, the parties have hereunto set their hands, this day of 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:

  
**EDUARDA M. ZAPANTA**  
Chief Education Supervisor, ESSD  
DepEd Region IV-A CALABARZON

  
Kathleen Montal

REPUBLIC OF THE PHILIPPINES )  
Quezon City ) SS.

**ACKNOWLEDGMENT**

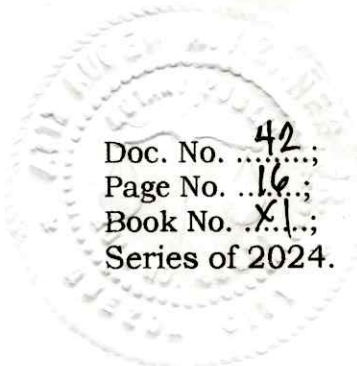
**BEFORE ME**, a Notary Public for and in the City of Quezon City, this 21 OCT 2024, personally appeared:

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 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. 42;  
Page No. 16;  
Book No. X1;  
Series of 2024.

**ATTY. RUBEN M. AZANES, JR.**  
**NOTARY PUBLIC**  
UNTIL DECEMBER 31, 2024  
PTR NO. 0594980, QUEZON CITY  
IBP NO. 132791-QUEZON CITY CHAPTER  
ROLL OF ATTORNEY'S NO. 46427  
ADMIN MATTER NO. 004  
MCLE. VI. 1030360-2-19-2020  
TIN: 117 396 386-000  
UNIT 2 UGF-2 C.F. LENT BLDG., EDSA, Q.C.