



Republic of the Philippines
Department of Education
REGION IV-A CALABARZON
GATE 2, KARANGALAN VILLAGE
1900 CAINTA, RIZAL

Office of the Regional Director

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-

MARAWI LEISURE PARK INC. (TANZA OASIS HOTEL AND RESORT), with principal address at KM 41 A. Soriano Road, Brgy. Capipisa, Tanza Cavite, represented herein by its Assistant Sales Manager, **LARRY P. FRANCO**, 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 **"ORIENTATION ON PROPERTY AND SUPPLY MANAGEMENT SYSTEM"** on **October 24-27, 2022**.

WHEREAS, the Approved Budget for the Contract (ABC) is **EIGHT HUNDRED SIXTY-FOUR THOUSAND PESOS ONLY (Php864,000.00)**;


WHEREAS, Rule XVI, Section 48.2 of the IRR of RA 9184 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 the Procuring Entity;

WHEREAS, Rule XVI, Section 53.9 of the IRR of RA 9184 allows Negotiated Procurement under Small Value Procurement 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) website on September 21, 2022, and office website, and in conspicuous bulletin board in the premises of this Office on September 20, 2022 to September 26, 2022;

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

1. VILLA EXCELLENCE BEACH AND WAVE POOL RESORT;
2. THE BAYLEAF - CAVITE; and
3. TANZA OASIS HOTEL AND RESORT

WHEREAS, five (5) suppliers submitted their respective proposals before the deadline for the submission of bids, offering the following financial bids, as read: 



"EXCELLENCE is a CULTURE and QUALITY is a COMMITMENT"

Trunkline: 02-8682-5773/8684-4914/8647-7487

Website: depedcalabarzon.ph

Document Inquiry : <https://r4a-teadoc.com/inquire>

Facebook: DepEd R-4A Calabarzon

Legal-CO01-2022-16



NAME OF BIDDER	AMOUNT OF BID	REMARKS
Marawi Leisure Park Inc. (Tanza Oasis Hotel and Resort)	Php648,000.00	Complying
Tagaytay Haven Hotel-Mendez/Sunny Glades Properties Corp.	Php712,800.00	Complying
The Bayleaf Cavite	Php756,000.00	Complying
Whitewoods Convention and Leisure Hotel	Php756,000.00	Complying
Great Life Hotel and Leisure Hotel Corp (Whitewoods Convention and Leisure Hotel)	Php863,998.20	Complying

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 **MARAWI LEISURE PARK INC. (TANZA OASIS HOTEL AND RESORT)**, as the Lowest Calculated and Responsive Bidder (LCRB);

WHEREAS, under the latest resolution and guidelines of the Inter-Agency Task Force on Emerging Infectious Diseases (IATF-EID) issued on October 18, 2021, the Certificate of Authority to Operate and Safety Seal **Certificate issued by the Department of Tourism (DOT) applies in areas classified under General Community Quarantine (GCQ), GCQ with Heightened Restriction (GCQ-HR), or Alert Level 4 and Alert Level 3.**

WHEREAS, **MARAWI LEISURE PARK INC. (TANZA OASIS HOTEL AND RESORT)** is within Tanza, Cavite under Alert Level 1.

WHEREAS, the Entity invited Bids for the Procurement for the hotel accommodation of the participants in the **"ORIENTATION ON PROPERTY AND SUPPLY MANAGEMENT SYSTEM"** on October 24-27, 2022 and has accepted a Bid of **MARAWI LEISURE PARK INC. (TANZA OASIS HOTEL AND RESORT)** for food and hotel accommodation in the sum of **SIX HUNDRED FORTY-EIGHT THOUSAND PESOS ONLY (Php648,000.00)**. (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 24-27, 2022 to the One Hundred Eight (108) 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 *24*

2. Agrees that it shall be charged or billed the amount of the total amount of Six Hundred Forty-Eight Thousand Pesos Only **(Php648,000.00)** 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 **Supervision and Control**

The Hotel Company shall 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 CLIENT on the matter. In so far as enforcement of police and company rules and regulations related to safety is concerned, the CLIENT shall exercise supervision and control over the participants.

Section 4 **Liability to Personnel and Third Parties**

The **Hotel Company** is NOT an agent or employee of the **Client** and the personnel to be assigned by the **Hotel Company** to the **Client** are in no sense employees of the latter as they are for all intents and purposes employees of the Hotel Company.

Accordingly, the **Client** shall not be responsible for any and all claims for personal injury caused to any of the personnel or to any third party where such injury arises out of or in the course of performance of said personnel

Section 5 **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 6 **Inclusions in the services**

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

a. Food

1. October 24 – First meal is Dinner
2. October 25 – Breakfast, AM Snacks, Lunch, PM Snacks and Dinner
3. October 26 – Breakfast, AM Snacks, Lunch, PM Snacks and Dinner
4. October 27 – Breakfast, and AM Snacks
5. Complete meal (3 viands, soup and desserts)
6. Unlimited coffee, tea, chocolates

b. Room Accommodation

1. Three to four sharing rooms (single beds) 

2. With towel and toiletries (soap, shampoo, toothbrush & toothpaste)
3. Satellite, TV, and Free Wifi access

c. Session Hall

1. Should have a good sound system with at least four wireless microphones and 2 microphone stands with an operator who will assist the team for the entire duration;
2. The capacity of the session hall should accommodate 108 participants that follows social distancing guidelines and flexible for group of activities/workshops.
3. Availability of the following:
 - a. Effective, efficient and reliable internet connection conducive for hybrid set-up
 - b. LCD Projectors for the function hall
 - c. Wide Screen
 - d. Whiteboard pen and eraser
 - e. Podium/lectern
 - f. At least 20 female sockets
 - g. Functional air condition unit
 - h. Well-lighter and well ventilated

d. Other Concerns

1. Accessible means of transportation
2. Free parking for the duration of the stay
3. Free use of Amenities
4. Able and willing to ensure provisions for participants and guests with special conditions, example: breastfeeding moms, PWDs, and other emergency situations
5. Available in-house nurse/medic when needed
6. Alcohol/sanitizer must be in the areas that can easily be accessed by the participants
7. Responsive to safety and security requirements of the government.

Section 7

Use of Hotel Parking Space

The **Hotel Company** shall allow the use of its parking space to the participants free of charge.

Section 8

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 9

Venue of Action

The parties shall make every effort to resolve amicable 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.

In case an action will arise from this agreement, the venue of the action shall be in Taytay, Rizal only.

Section 10
Warranty

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

Section 11
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


The **Hotel Company** shall cause the notarization of this contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands, this day of _____ at _____, Philippines.

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

**MARAWI LEISURE PARK INC.
(TANZA OASIS HOTEL AND ESORT)**


ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director


LARRY P. FRANCO
Assistant Sales Manager

SIGNED IN THE PRESENCE OF:



Republic of the Philippines
_____ S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of _____, this
_____ personally appeared:

Name Identification No. Expiration Date

Atty. Alberto T. Escobarte DepEd Office ID No. 4529876 _____

Larry P. Franco _____

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. 471...;
Page No. 95...;
Book No. 183...;
Series of 2022. /

Annalyn S. Dolor-Jubilo
Notary Public
Until December 31, 2022
PTR No. CAV 5498392-01-03-2022
IBP No. 177646-02-00-2022
ATTORNEY'S ROLL No. 45012
MCLE CC No. VI-0222250-04.14.22
10 TRECE INDANG ROAD, LUCIANO
TRECE MARTIRES CITY