



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



Legal-CO01-2024-468

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-

MARAWI LEISURE PARK INC. (TANZA OASIS HOTEL AND RESORT) a domestic corporation duly registered domestic corporation under the Philippine laws, with principal address at KM. 41 Antero Soriano Road, Brgy. Capipisa, Tanza, Cavite, represented herein by its Assistant Sales Manager, **LARRY P. FRANCO**, 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 ACCOMODATION** for the **“REGIONAL PROFESSIONAL DEVELOPMENT PROGRAM FOR SUPERVISORS ON SUPPORTING CURRICULUM IMPLEMENTATION-BATCH 1 AND 2”** on **November 4 to 8, 2024**, and **November 18 to 22, 2024** to conducted by the **Client**.

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

LOT I	PhP1,160,000.00
LOT II	PhP1,160,000.00

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 provides for 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, Rule XVI, Section 48.2 of the IRR of R.A. 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 the Procuring Entity;

WHEREAS, Rule XVI, Section 53.10 of the IRR of R.A. 9184 allows Negotiated Procurement under Lease of Real Property and Venue as a mode of procurement subject to the approval of the Head of Procuring Entity;

WHEREAS, the BAC through its Secretariat, initiated the procurement activity by requesting for quotation to eight (8) prospective suppliers as follows: (1) Madison 101 Hotel; (2) Caliv Resort and Development Corp. Villa Excellance Beach and Wavepool Resort; (3) Marawi Leisure Park Inc. (Tanza Oasis Hotel and Resort; (4) Red Hotel Inc.; (5) The Bayleaf Cavite; (6) Berjaya Makati Hotel Philippines; (7) BGISTS Development Corporation (Luxent Hotel); and (8) Sequoia Manila Bay;

WHEREAS, three (3) suppliers submitted their respective proposals before the deadline for the submission of the quotations, offering the following financial quotation, as read:

NAME OF BIDDER	LOT	AMOUNT OF BID	REMARKS
Ismael and Sofia Yanga Properties Management Inc. (Angel's Hills)	I	.00	Non-Complying
	II	PhP1,099,100.00	Complying
Marawi Leisure Park Inc. (Tanza Oasis Hotel and Resort)	I	PhP1,131,000.00	Complying
	II	PhP1,131,000.00	Complying
Caliv Resort and Development Corp. (Villa Excellance Beach and Wavepool Resort)	I	PhP1,131,000.00	Complying
	II	PhP1,131,000.00	Complying

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WHEREAS, on October 17, 2024, the end-user conducted an ocular inspection at the **CALIV RESORT AND DEVELOPMENT CORP. (VILLA EXCELLANCE BEACH AND WAVEPOOL RESORT)** for **LOT I** and **LOT II** 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 **89.30**, the report containing the result of the evaluation and its attachments is attached hereto as Annex "A" and made an integral part hereof;

WHEREAS, on October 22, 2024, the end-user conducted the ocular inspection at **MARAWI LEISURE PARK INC. (TANZA OASIS HOTEL AND RESORT)** for **LOT I** and **LOT II** and **ISMAEL AND SOFIA YANGA PROPERTIES MANAGEMENT INC. (ANGEL'S HILLS)** for **LOT II** and rated the venue in accordance with the technical specification pursuant to Appendix "B" of Annex "H" of the Consolidated Guidelines of 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 **MARAWI LEISURE PARK INC. (TANZA OASIS HOTEL AND RESORT)** rated with the score of **94.80** and **ISMAEL AND SOFIA YANGA PROPERTIES MANAGEMENT INC. (ANGEL'S HILLS)** rated with the score of **90.05**, the report containing the result of the evaluation and its attachments is attached hereto as Annex "B" and Annex "C" respectively, and made an integral part hereof;

WHEREAS, on October 28, 2024, the end-user submitted a narrative report on the ocular inspection, based on the report, it was found out that **MARAWI LEISURE PARK INC. (TANZA OASIS HOTEL AND RESORT)** is the only venue which is compliant with the set internet connection speed of at least 50 mbps as required since the activities and submission of outputs will be done online;

WHEREAS, the narrative report on the ocular inspection and its attachments is attached hereto as Annex "D" and made an integral part hereof;

WHEREAS, after review and deliberation of the proposals and report submitted, **MARAWI LEISURE PARK INC. (TANZA OASIS HOTEL AND RESORT)** complied with the requirements and is hereby declared as the Lowest Calculated and Responsive Quotation (LCRQ);

WHEREAS, the Client invited Quotation for the Procurement of Lease of Venue with food and accommodation of the participants, in the "**REGIONAL PROFESSIONAL DEVELOPMENT PROGRAM FOR SUPERVISORS ON SUPPORTING CURRICULUM IMPLEMENTATION-BATCH 1 AND 2**" on **November 4 to 8, 2024**, and **November 18 to 22, 2024** and has accepted a Quotation of the **Hotel Company** for the Lease of Venue with food and accommodation in the sum of **TWO MILLION TWO HUNDRED SIXTY-TWO THOUSAND PESOS ONLY (PhP2,262,000.00)**. (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
Documents deemed part

All documents submitted by Supplier and all the documents released and issued by the Procuring Entity and its Bids and Awards Committee and Technical Working Group such as but not limited to:

- a) BAC Resolution;
- b) Abstract of Quotation;
- c) Ocular Inspection for Lease of Venue and its attachments;
- d) Request for Quotation;
- e) Technical Specifications;
- f) Other contract documents that may be required by existing laws and/or the Entity.

shall form part of this contract.

Section 2 Responsibilities of the Hotel Company

The **Hotel Company** shall:

1. Provide food and hotel accommodation on November 4 to 8, 2024, and November 18 to 22, 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 ensure provisions for participants and guest with special conditions, breastfeeding rooms, PWDs, and other emergency situations;
 - 3.3 with elevators if session halls and accommodations are in the higher floor/s;
 - 3.4 with sufficient parking area for VIP and other guests;
 - 3.5 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 3 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 **TWO MILLION TWO HUNDRED SIXTY-TWO THOUSAND PESOS ONLY (PhP2,262,000.00)** 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 4
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 5
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) to the **116** participants of the Client;
- 1.2 First meal is **breakfast** of November 4, 2024 (Batch 1) and November 18, 2024 (Batch 2), and Last meal is **PM snack** of November 8, 2024 (Batch 1) and November 22, 2024 (Batch 2);
- 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

5. The Function Hall and Facilities shall be:

- 3.1** well-lighted and well ventilated;
- 3.2** **1** plenary session hall with sufficient space to accommodate at least 120-130 pax, with sound system, 2 projectors screens, 3 available;
- 3.3** Two breakout rooms with 2 seviceable/wireless microphone and complete sound system in each room that can accommodated 40-50 participants each;
- 3.4** 1 room for PMT/TWG members;
- 3.5** Five round group workshop tables and chairs per breakout room
- 3.6** with available audio-visual equipment with stand-by personnel to assist in the operation of:
 - 3.6.1** at least **2** LCD projector and wide screen per breakout rooms;
 - 3.6.2** Three (3) or more serviceable and wireless microphones, microphone stand, 10 extension cords and complete set of sound system;
 - 3.6.3** Podium/lectern
 - 3.6.4** Two (2) whiteboards and marker/s and erasers
- 3.4** with fast and reliable internet connection in all areas of the venue (at least 50 mbps);
- 3.5** with at least one (1) table for the secretariat (registration Area);
- 3.6** without pillars in the middle of the function room;

2. The Room Accommodation shall be:

- 3.1 Twin to triple sharing rooms 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 6
Use of Hotel Parking Space

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

Section 7
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 8
Settlement of Dispute

If any dispute of difference of any kind whatsoever shall arise between the parties in connection with the implementation of this contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Any and all dispute arising from the implementation of a contract shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004." By mutual agreement, the parties agree in writing to resort to other alternative modes of dispute resolution.

Section 9
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 10
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 _____ at _____, Philippines.

NOV 04 2024

RECE MARTIRES CITY

Department of Education
Region IV-A CALABARZON

Marawi Leisure Park Inc.
(Tanza Oasis Hotel and Resort)

ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director

LARRY P. FRANCO
Assistant Sales Manager

SIGNED IN THE PRESENCE OF:

JISELA N. ULPINA
OIC-Chief, HRDD
DepEd Region IV-A CALABARZON

MAY ANNE BUENAVENTE

REPUBLIC OF THE PHILIPPINES)
_____) SS.

RECE MARTIRES CITY

ACKNOWLEDGMENT

RECE MARTIRES CITY

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

NOV 04 2024

Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	<u>DepEd Office ID No. 4529876</u>	_____
<u>Larry P. Franco</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 seven 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. 150;
Page No. 30;
Book No. XXXVI
Series of 2024.

ATTY. CESAR M. SANTIAGO
Notary Public
until December 31, 2024
PDR No. 9268238 01-02-24
IBP No. 330934 12-19-23
ATTORNEY ROLL NO. 15741
MCLE Exemption No. VII-NP002736
valid until April 14, 2025