



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, Region IV-A, a government agency with office address at Gate 2 Karangalan Village, Cainta, Rizal, represented by its Regional Director, **FRANCIS CESAR B. BRINGAS**, hereinafter referred to as the **CLIENT**.

-and-

M.I SEVILLA RESORT, with principal address at Purok Jasmin, Barangay Domoit, Lucena City, represented herein by its Owner/CEO, **MIRADETH I. SEVILLA**, 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 **"LOCK IN REGIONAL WORKSHOP ON THE FINALIZATION OF Q2 LOCALIZED SLMS KEY STAGES 1-3 PHASE 1"** on September 30, 2021 – October 5, 2021.

WHEREAS, the Approved Budget for the Contract (ABC) is **NINE HUNDRED SIXTY THOUSAND PESOS (Php960,000.00)**;

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 at the website of PhilGEPS, office website and conspicuous bulletin board of the regional office on September 25, 2021;

WHEREAS, RFQs were sent to at least three prospective suppliers;

WHEREAS, one (1) Supplier submitted its proposal; M.I SEVILLA RESORT in the amount of **NINE HUNDRED FIFTY SEVEN THOUSAND SIX HUNDRED PESOS (Php957,600.00)**. Thus M.I. SEVILLA RESORT is declared as the lone bidder;

WHEREAS, after review and deliberation on the proposal, M.I SEVILLA RESORT complied with the requirements and declared as the Single Calculated and Responsive Bid (SCRB);

WHEREAS, the Entity invited Bids for the Procurement for the hotel accommodation of the participants in the "**LOCK IN REGIONAL WORKSHOP ON THE FINALIZATION OF Q2 LOCALIZED SLMS KEY SATGES 1-3 PHASE 1**" on September 30, 2021 to October 5, 2021 and has accepted a Bid by the Hotel Company for food and hotel accommodation in the sum of **Nine Hundred Fifty Seven Thousand Six Hundred Pesos (Php957,600.00)**. (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 30, 2021 to October 5, 2021 to the Eighty (80) 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 will pay the Hotel Company the guaranteed number of participants. The Client shall be charged or billed the amount of One Thousand Nine Hundred Ninety Five Pesos (Php1,995.00) per participant or the total amount of Nine Hundred Fifty-Seven Thousand Six Hundred Pesos (Php957,600.00) for the whole duration of the event.

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

Hotel Accommodation Inclusions

In addition to the services offered mentioned above, the Hotel Company shall provide for the following inclusions:

a. Food

-Three (3) Meals and two (2) Snacks with attached menu options

b. Hotel Accommodation

- Air conditioned, with TV and Hot and Cold Shower.
-2 persons sharing in a room (in compliance with social distancing protocol)

c. Function Hall

-Use of Air-conditioned Function Hall
-2 persons per table for regular or 4 persons for round table

d. Multi Media Projector with Wide Screen

e. Stable Internet Connection

f. Extension Cords

g. Whiteboard

h. Sound System and Microphone

i. Brewed coffee during session

Section 6

Use of Hotel Parking Space

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

Section 7

Assignment

This contract cannot be assigned by either party. In case assignment will be made, the party assigning must inform the

other party of such arrangement at least one day prior to the activity.

Section 8 Termination of Contract

Either party may terminate this contract on any ground provided by law and for violation/s of the provisions of this contract. In such case, the party terminating shall serve a written notice to the other party at least one (1) day prior to the effectivity of termination.

Section 9 Venue of Action

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

Section 10 Other conditions of the contract

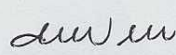
The Hotel Company shall cause the notarization of this contract.

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

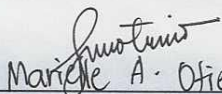
**Department of Education
Region IV-A CALABARZON**

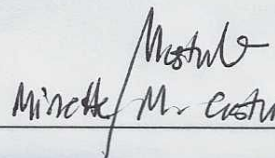

FRANCIS CESAR B. BRINGAS
Regional Director

M.I SEVILLA RESORT


MIRADETH I. SEVILLA
Owner/CEO

SIGNED IN THE PRESENCE OF:


Marielle A. Ofico


Minette M. Castro

ACKNOWLEDGMENT

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

Name	Identification No.	Expiration Date
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Francis Cesar B. Bringas

Non-Professional Driver's
License No. A08-89-001189

2023/10/02

Miradeth I. Sevilla

P1065407A - Passport

2021/12/01

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.

Atty. RONALDO A. SALAMILLAS

Notary Public

Until Dec. 31, 2021

PTR No. 1099441 1-04-2021 / Lucena City

IBP No. 134913 12-14-2020 / Pasig City

TIN No. 145-210-465; Attorney's Roll No. 34768

MCLE Compliance No. VI-0002870

Issued on August 4, 2017

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