



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



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-

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** will be conducting the “**MASS TRAINING OF ALS TEACHERS ON THE IMPLEMENTATION OF ALS ACT AND ITS IMPLEMENTING RULES AND REGULATIONS (IRR) (BATCH 4)**” on **September 29-30, 2022**.

WHEREAS, the Approved Budget for the Contract (ABC) is **NINE HUNDRED TWENTY-FOUR THOUSAND PESOS ONLY (Php924,000.00)**;

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 methods 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, 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;



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Telephone Nos.: 02-8682-5773/8684-4914/8647-7487
Email Address: region4a@deped.gov.ph
Website: depedcalabarzon.ph

WHEREAS, the Request for Quotation (RFQ) was posted at the website of PhilGEPS, office website and conspicuous bulletin board of the regional office on August 16, 2022 to August 22, 2022.

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

WHEREAS, one (1) Supplier submitted its proposal; the **Hotel Company** proposed in the amount of **EIGHT HUNDRED THIRTY ONE THOUSAND SIX HUNDRED PESOS ONLY (Php831,600.00)**. Thus, the **Hotel Company** is declared as the lone bidder;

WHEREAS, after review and deliberation on the proposal, the **Hotel Company** complied with the requirements and declared as the Single Calculated and Responsive Bid (SCRB);

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, **Hotel Company** is within Quezon City under Alert Level 1.

WHEREAS, the Entity invited Bids for the Procurement for the hotel accommodation of the participants in the **“MASS TRAINING OF ALS TEACHERS ON THE IMPLEMENTATION OF ALS ACT AND ITS IMPLEMENTING RULES AND REGULATIONS (IRR) (BATCH 4)”** on **September 29-30, 2022** and has accepted a Bid of **MASS TRAINING OF ALS TEACHERS ON THE IMPLEMENTATION OF ALS ACT AND ITS IMPLEMENTING RULES AND REGULATIONS (IRR) (BATCH 4)** for food and hotel accommodation in the sum of **EIGHT HUNDRED THIRTY-ONE THOUSAND SIX HUNDRED PESOS ONLY (Php831,600.00)**. (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 29-30, 2022 to the 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
2. Agrees that it shall be charged or billed the amount of One Thousand Eight Hundred Pesos Only (**Php1,800.00**) per day, participant for the food and hotel accommodation or the total amount of Eight Hundred Thirty-One Thousand Six Hundred Pesos Only (**Php831,600.00**) 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 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 Inclusions in the services

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

a. Food

-Breakfast, AM Snacks, Lunch, PM Snacks and Dinner
(DAY ONE (1): FIRST MEAL TO BE SERVED IS BREAKFAST and LAST DAY: LAST MEAL TO BE SERVED IS PM SNACKS) and FREE FLOWING COFFEE, MILO OR TEA in the conference room with attached menu options

b. Hotel Accommodation

- Air conditioned, with TV and Hot and Cold Shower.
- Twin sharing (single beds)

c. Conference Room

- two (2) Function Room to observe social distancing

d. Other Requirements

- Tables and chairs,
- Stable and Strong** Internet/Wi-Fi Connection in the **Conference Room and Rooms of the Participants**
- Extension wires
- Whiteboard with markers and erasers
- Microphones and sound system
- Multi Media Projector with Wide Screen
- LCD projectors in the functions rooms
- Free use of functions rooms from 7:00am to 9:00pm
- Antiseptic, disinfection alcohol

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 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 8
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 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 **OCT 03 2022** at **QUEZON CITY**, Philippines.

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


ATTY. ALBERTO T. ESCOBARTE, CESO II
Assistant Secretary
Officer-In-Charge, Office of the
Regional Director

M.I SEVILLA RESORT


MIRADETH I. SEVILLA
Owner/CEO

SIGNED IN THE PRESENCE OF:

MINETTE M. CASTULO

Republic of the Philippines
S.S.
QUEZON CITY

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, this OCT 03 2022, personally appeared:

Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	<u>DepEd Office ID No. 4529876</u>	
<u>Miradeth I. Sevilla</u>	<u>009-04-089563</u>	<u>Jan. 01, 2023</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.

Concepcion P. Villarena
Notary Public
ATTY. CONCEPCION P. VILLARENA
Notary Public for Quezon City
Until December 31, 2022
PTR No. 2442851 / January 3, 2022 Q.C
IBP No. 167802 / November 25, 2021 Q.C
Roll No. 30457 / 05-09-1980
MCLE VI-0030379 / 02-21-2020
ADM. MATTER No. NP-005 (2022-2023)
TIN NO. 131-942-754

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Series of 2022.