



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 **“REGIONAL WORKSHOP ON POLICY REVIEW ON VARIOUS LEARNING DELIVERY USED IN THE LRP”** on **November 3-5, 2022**.

WHEREAS, the Approved Budget for the Contract (ABC) is **FOUR HUNDRED EIGHTY-SIX THOUSAND PESOS ONLY (Php486,000.00)**;

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;

WHEREAS, the Request for Quotation (RFQ) was posted in the Philippine Government Electronic Procurement System (PhilGEPS), on October 21, 2022, office website and conspicuous bulletin board in the premises of this Office on October 20, 2022 to October 24, 2022.

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

1. M.I. Sevilla Resort;
2. Ouans Worth Farm and Family Resort Corporation; and
3. Queen Margarette Hotel.



Address: Gate 2, Karangalan Village, Cainta, Rizal
 Telephone Nos.: 02-8682-5773/8684-4914/8647-7487
 Email Address: region4a@deped.gov.ph
 Website: depedcalabarzon.ph



WHEREAS, two (2) suppliers submitted their respective proposals before the deadline for the submission of bids, offering the following financial bids, as read:

NAME OF BIDDER	AMOUNT OF BID
M.I. SEVILLA RESORT	Php433,350.00
OUANS WORTH FARM AND FAMILY RESORT CORPORATION	Php437,400.00

WHEREAS, upon evaluation or careful examination of the technical specification submitted by **M.I. SEVILLA RESORT**, the BAC found that it was complying with the proposal amount of **FOUR HUNDRED THIRTY-THREE THOUSAND THREE HUNDRED FIFTY PESOS ONLY (Php433,350.00)**.

WHEREAS, after review and deliberation on the 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 **Hotel Company**, 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, **Hotel Company** is within Lucena City under Alert Level 1.

WHEREAS, the Entity invited Bids for the Procurement for the hotel accommodation of the participants in the **“REGIONAL WORKSHOP ON POLICY REVIEW ON VARIOUS LEARNING DELIVERY USED IN THE LRP”** on **November 3-5, 2022** and has accepted a Bid of **REGIONAL WORKSHOP ON POLICY REVIEW ON VARIOUS LEARNING DELIVERY USED IN THE LRP** for food and hotel accommodation in the sum of **FOUR HUNDRED THIRTY-THREE THOUSAND THREE HUNDRED FIFTY PESOS ONLY (Php433,350.00)**. (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 November 3-5, 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

MIMETTE M. CASTULO
 MIRADETH I. SEVILLA

2. Agrees that it shall be charged or billed the amount of Five Thousand Three Hundred Fifty Pesos Only (**Php5,350.00**) per participants for three days, for the food and hotel accommodation or the total amount of Four Hundred Thirty-Three Thousand Three Hundred Fifty Pesos Only (**Php433,350.00**) 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

1. Manage buffet for breakfast, lunch and dinner;
2. Complete meal (Breakfast, AM Snack, Lunch, PM Snack and Dinner);
3. First meal to be served is Breakfast for Day 1;
4. Last meal to be served is PM Snack for last day; and
5. Free flowing coffee, tea, and milo in sachet

b. Hotel/Room Accommodation

1. Maximum of triple sharing rooms (single beds);
2. With towel and toiletries (soap, shampoo, toothbrush & toothpaste);
3. Satellite TV;
4. Free WIFI access

c. Conference/Session Hall

1. Should have a good sound system with at least two wireless microphones with an operator who will assist the team for the entire duration;
2. The capacity of the session hall should accommodate participants that follows social distancing guidelines;
3. Availability of the following:
 - a. Effective, efficient and reliable strong internet connection conducive for hybrid set-up;
 - b. LCD Projectors for the function hall;
 - c. Extension cords;
 - d. Functional air condition unit

d. Other Concerns

1. Accessible means of transportation;
2. Free parking for the duration of the stay;
3. Free us of Amenities;
4. Able and willing to ensure provisions for participants and guests with special conditions, examples: breastfeeding moms, PWDs, and other emergency situations;

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MINETTE M. CASTULO

Miradeth I. Sevilla
MIRADETH I. SEVILLA

- 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 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.

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.


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MINETTE M. CASTULO


Miradeth I. Sevilla
MIRADETH I. SEVILLA

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

Department of Education
Region IV-A CALABARZON

M.I SEVILLA RESORT


ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director


MIRADETH I. SEVILLA
Owner/CEO

SIGNED IN THE PRESENCE OF:


MINETTE M. CASTULO

Republic of the Philippines
Lucena City S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Lucena City, this _____, 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>	_____	_____

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.

Notary Public

Atty. ROJALDO A. SALAMILLAS
Notary Public

Until Dec. 31, 2023
PTR # 1170316 1-03-2022 / Lucena City
IBP # 171965 1-04-2022 / Pasig City
TIN 145-210-465; Attorney's Roll No.34768
MCLE Compliance # VII-0010342
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