



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 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** has undertaken the procurement of **LEASE OF VENUE WITH ACCOMODATION AND MEAL** for the **REGIONAL TRAINING OF TRAINERS ON ADVANCING BASIC EDUCATION (ABC+) INSTRUCTIONAL LEADERSHIP UPSCALING PROGRAM** on **March 20-24, 2023**.

WHEREAS, the Approved Budget for the Contract (ABC) is **ONE MILLION THREE HUNDRED THIRTY THOUSAND PESOS ONLY (Php1,330,000.00)**;

WHEREAS, Rule IV Section 10 of the 2016 Revised IRR of RA 9184, 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 in proper cases, 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 of 9184 states that Negotiated Procurement under the Lease of Real Property and Venue for official use, subject to Annex "H" of the 2016 IRR;

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:



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



"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, the BAC together with the end-user decided to cater the services of the privately-owned venue that complies with the requirements of the end-user;

WHEREAS, the Request for Quotation (RFQ) was posted in the Philippine Government Electronic Procurement System (PhilGEPS), on February 7, 2023, office website and conspicuous bulletin board in the premises of this Office starting on February 6, 2023 to February 10, 2023;

WHEREAS, RFQs were sent to eight (8) prospective suppliers namely:

1. Boy Scout of the Philippines-BP International Makiling;
2. Development Academy of the Philippines (DAP-Tagaytay);
3. Tagaytay Auto Mart, Inc. (Tagaytay Country Hotel); and
4. M. I. Sevilla Resort.

WHEREAS, three (3) 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	Php1,232,000.00
First Sta. Rosa Hotel Corporation (El Cielito Hotel – Sta. Rosa)	Php1,312,500.00
Tagaytay Country Hotel	Php1,316,000.00

WHEREAS, on February 13, 2023, a post-qualification inspection was conducted by Ms. Eduarda M. Zapanta, Chief, HRDD and BAC Member and Jonalyn B. Pattalitan, Education Program Specialist II and End-user representative to M. I. Sevilla Resort;

WHEREAS, a report was submitted to the BAC, that consequently, BAC issued a Resolution No. BR01-55, series of 2023 disqualifying M. I. Sevilla Resort and recommending First Sta. Rosa Hotel Corporation (El Cielito Hotel – Sta. Rosa).

On February 20, 2023 BAC Chairperson, Cherrylou D. Repia issued a notice of Post-Disqualification to M. I. Sevilla Resort;

WHEREAS, on February 22, 2023, M. I. Sevilla Resort filed a Motion for Reconsideration.

WHEREAS, finding merit on the motion, the BAC granted the motion for reconsideration of M. I. Sevilla Resort.

WHEREAS, after review and deliberation on the proposal, **M. I. SEVILLA RESORT** complied with the requirements and is hereby declared as the Lowest Calculated and Responsive Bid (LCRB);

WHEREAS, the Entity invited Bids for the Procurement of Lease of Venue (food and accommodation) of the participants, in the **"REGIONAL TRAINING OF TRAINERS ON ADVANCING BASIC EDUCATION (ABC+) INSTRUCTIONAL LEADERSHIP UPSCALING PROGRAM"** on **March 20-24, 2023** and has accepted a Bid of **M. I.**

Amelia

SEVILLA RESORT for the Lease of Venue (food and accommodation) in the sum of **ONE MILLION TWO HUNDRED THIRTY-TWO THOUSAND PESOS ONLY (Php1,232,000.00)**. (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 lease of venue, meals and room accommodation on March 20-24, 2023 to the One Hundred Forty (140) 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. Agree that it shall be charged or billed the amount of *One Thousand Seven Hundred Sixty Pesos Only (Php1,760.00)* per participant, for the food and hotel accommodation or the total amount of *One Million Two Hundred Thirty-Two Thousand Pesos Only (Php1,232,000.00)* 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
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

- Managed buffet for breakfast, lunch and dinner (first meal to be served is breakfast on March 20, 2023 and last meal on March 24, 2023 is PM snacks);

Sevilla

- Unlimited coffee/tea/chocolate drink and candies setup;

b. Room Accommodation

1. Twin to triple sharing rooms (**single beds**);

c. Function Room:

1. Two (2) plenary hall that can accommodate **70pax per hall**;
2. **Two (2) serviceable microphones and complete sound system** per plenary hall;
3. At least **one (1) whiteboard** per plenary hall;
4. At least **two (2) projectors and screens** per plenary hall;
5. Group workshop tables per plenary hall (**maximum of 6 pax per table**);

d. Other Concerns

1. Accessible means of transportation for the participants;
2. Fast and reliable internet connection (at least 50 mbps). Most of the activities of the training will requiring access to internet;
3. Able and willing to ensure provisions for participants and guest with special conditions, breastfeeding moms, PWDs, and other emergency situations;
4. Responsive to safety and security requirements of the government; and
5. Preferably the venue is in Batangas or Cavite Area.

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.

Handwritten signature

Section 8
Warranty

The **Client** hereby warrants and attests 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 _____ at _____, 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:

EDUARDA M. ZAPANTA
Chief, HRDD

REPUBLIC OF THE PHILIPPINES)
_____) SS.

MANDALUYONG

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of MANDALUYONG, this
15 MAR 2023, 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 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.

Notary Public

AMELY DAIT-AGMATA

NOTARY PUBLIC

Until Dec. 31, 2023

PTR No. 5101644 / Jan 03, 2023 / Mandaluyong City

IBP No. 266352 / Jan 04, 2023 / RSM

MCLE Compliance No. VI-0031508

Appointment No. 0363-22

Roll No. 50874

Doc. No. 295;
Page No. 48;
Book No. _____;
Series of 2023.

Sevilla