



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-

MIRADETH I. SEVILLA CATERING SERVICES (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 ACCOMMODATION AND MEALS** for the **“REGIONAL ORIENTATION OF ALS TEACHERS ON THE IMPLEMENTATION OF THE CONTEXTUALIZED MELCS BASED FOR ALS SHS CURRICULUM”** on **August 14-18, 2023**.

WHEREAS, the Approved Budget for the Contract (ABC) is **TWO MILLION ONE HUNDRED FORTY THOUSAND PESOS ONLY (PhP2,140,000.00)**;

WHEREAS, Rule XVI, Section 48.2 of the IRR of RA 9184, otherwise known as the “Government Procurement 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 Procuring Entity;

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

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 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.



Address: Gate 2, Karangalan Village, Cainta, Rizal
Telephone Nos.: 02-8682-2114
Email Address: region4a@deped.gov.ph
Website: depedcalabarzon.ph



Certificate No. PHP QMS
22 93 0085

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:

“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 July 14, 2023, office website and conspicuous bulletin board in the premises of this Office starting on July 13, 2023 to July 17, 2023;

WHEREAS, RFQs were sent to three (3) prospective suppliers namely:

1. M. I. Sevilla Resort;
2. Queen Margarett Hotel; and
3. Central Plaza Hotel.

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
Miradeth I. Sevilla Catering Services (M. I. Sevilla Resort)	Php1,915,300.00
Queen Margarett Hotel, Inc.	Php1,926,000.00

WHEREAS, the BAC ordered the BAC Secretariat to forward to the end-user the RFQs submitted by prospective bidders for their ocular inspection of the venue;

WHEREAS, on July 24, 2023, the end-user conducted an ocular inspection of the venues based on the submitted quotations.

WHEREAS, the evaluation report during the ocular inspection to **MIRADETH I. SEVILLA CATERING SERVICES (M.I. SEVILLA RESORT)** was rated in accordance with the technical specification pursuant to Appendix “B” of Annex “H” of the Consolidated Guidelines for the Alternative Methods of Procurement is attached hereto as Annex “A” is made integral parts hereof;

WHEREAS, based on the result of the evaluation reflected in the Rating Factors and Determination of Reasonableness of Rental Rate, **MIRADETH I. SEVILLA CATERING SERVICES (M.I. SEVILLA RESORT)** rated with the score of 98.35;

WHEREAS, after review and deliberation on the proposal, **MIRADETH I. SEVILLA CATERING SERVICES (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 with food and accommodation of the participants, in the **“THE CONTEXTUALIZED MELCS BASED FOR ALS SHS CURRICULUM”** on **August 14-18, 2023** and has accepted a Bid of **MIRADETH I. SEVILLA CATERING SERVICES (M.I. SEVILLA RESORT)** for the Lease of Venue with food and accommodation in the sum of **ONE MILLION NINE HUNDRED FIFTEEN THOUSAND THREE HUNDRED PESOS ONLY (PhP1,915,300.00)**. (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 August 14-18, 2023 to the Two Hundred Fourteen (214) 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 Ninety Pesos Only (Php1,790.00)* per participant, for the food and hotel accommodation or the total amount of *One Million Nine Hundred Fifteen Thousand Three Hundred Pesos Only (Php1,915,300.00)* 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

- First meal: breakfast (First Day)
- Last meal: PM Snack (Last Day)
- Any type of buffet with stand-by waiters (Breakfast, Lunch and Dinner);
- For breakfast: e.g. main dishes, rice, bread, choice of hot tea/chocolate or coffee;
- For lunch and dinner: e.g. main dishes (fish, choice of meat: chicken/pork/beef, and vegetables subject to menu selection), soup, rice, dessert: fruit or salad and drinks. (Purely vegetarian or halal food may be required during the event proper);
- AM and PM snacks with drinks;
- Free flowing coffee and/or tea;
- Candies; and standby-by waiters

b. Room Accommodation

1. **At least three (3) Single/Double Sharing rooms**
2. **At least Triple Sharing rooms** for participants
3. No bed mattress on the floor
4. 24-hours Hot and Cold Shower, Clean Beddings, Rooms and Restrooms
5. Check-in time **2:00 PM**
6. Check-out time: **12:00 Noon**

c. Function Room:

1. Can accommodate at least 250 pax in a conference set-up;
2. Well-lighted and well ventilated;
3. Availability of audio-visual equipment with stand-by assistant;
 - At least eight (8) LCD projector and wide screens,
 - At least one (1) Whiteboard with marker/s and erasers,
 - Complete set sound system, at least ten (10) extensions cords for laptops,
 - Nine (9) wireless microphones, one (1) microphones stands, and
 - Podium/lectern, etc.
4. Unlimited access to internet/Wi-Fi in all areas of venue;
5. At least **four (4) tables** for the Secretariat (Registration Area);
6. No pillars in the middle of the function room.

d. Other Concerns

1. Maintaining cleanliness-function hall, restrooms, sleeping quarters, hallway, coffee/tea area, and dining area;
2. Provision for backdrop for the activity; and Tarpaulin display at Project Site, not to exceed 3" x 4"; optional for Projects not exceeding 5 days (COA Circ. 2013-004);
3. With appropriate and sufficient parking area for VIP and other Guests;
4. With 24-hour security, front-desk and housekeeping services.
5. **Can fetch/transport resource speakers from DepEd Central Office.**

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.

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.

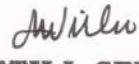
IN WITNESS WHEREOF, the parties have hereunto set their hands, this day of _____ at QUEZON CITY, Philippines.

AUG 10 2023

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


ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director

**Miradeth I. Sevilla Catering
Services (M.I Sevilla Resort)**


MIRADETH I. SEVILLA
Owner/CEO

SIGNED IN THE PRESENCE OF:

VIERNALYN M. NAMA
Chief EPS, CLMD



REPUBLIC OF THE PHILIPPINES)

_____) SS.

QUEZON CITY

ACKNOWLEDGMENT

QUEZON CITY

BEFORE ME, a Notary Public for and in the City of _____, this
AUG 10 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

Doc. No. 222;
Page No. 20;
Book No. 21;
Series of 2023.

Concepcion P. Villareña
ATTY. CONCEPCION P. VILLAREÑA
Notary Public for Quezon City
Until December 31, 2023
PTR No. 3716371 / January 3, 2023 Q.C
IBP No. 167803 / November 25, 2021 Q.C
Roll No. 30457 / 05-09-1980
CLE VII-0006994 / 09-21-2021
ADM. MATTER No. NP-005 (2022-2023)
TIN NO. 131-942-754

