



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



Legal-CO01-2024-176

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 FOOD AND ACCOMODATION** for the **“REGIONAL ORIENTATION OF ALS TEACHERS ON THE IMPLEMENTATION OF THE CONTEXTUALIZED MELCs BASED FOR ALS SHS CURRICULUM (BATCH 2)”** on **July 1-5, 2024**.

WHEREAS, the Approved Budget for the Contract (ABC) is **TWO MILLION SIX HUNDRED THOUSAND PESOS ONLY (Php2,600,000.00)**;

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, 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 9184 provides for 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.



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Certificate No. PHP QMS
 22 93 0085

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, no other government facilities can accommodate said activity that complies with the specification of the End-User, i.e. 8 break-out rooms with 200 participants; attached hereto as Annex “A” the justification letter dated April 16, 2024 of Viernalyn M. Namā, Chief, Curriculum Learning and Management Division;

WHEREAS, the Request for Quotation (RFQ) was posted in the Philippine Government Electronic System (PhilGEPS) on April 18, 2024, at the website of DepEd Region IV-A CALABARZON, and conspicuous bulletin board in the premises DepEd Region IV-A CALABARZON on April 17, 2024 to April 23, 2024;

WHEREAS, RFQs were sent to at least three (3) prospective suppliers as follows: (1) M.I. Sevilla Resort; (2) Queen Margarett Hotel Inc.; and (3) Central Plaza Hotel;

WHEREAS, one (1) supplier submitted its proposal; **M.I. SEVILLA RESORT** in the amount of **TWO MILLION FOUR HUNDRED SIXTY-SEVEN THOUSAND FOUR HUNDRED PESOS ONLY (Php2,467,400.00)**. Thus, **M.I. SEVILLA RESORT** is declared as the lone bidder;

WHEREAS, on April 26, 2024, the end-user conducted an ocular inspection at **M.I. SEVILLA RESORT** and rated the venue in accordance with the technical specification pursuant to Appendix “B” of Annex “H” of the Consolidated Guidelines for the alternative Methods of Procurement;

WHEREAS, based on the result of the ocular inspection reflected in the Rating Factors and Determination of Reasonableness of Rental Rate, **Hotel Company** rated with the score of **98%**, the report containing the result of the evaluation and its attachments is attached hereto as Annex “B” and made an integral part hereof;

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

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WHEREAS, the Entity invited Bids for the Procurement of Lease of Venue (food and accommodation) of the participants, in the **“REGIONAL ORIENTATION OF ALS TEACHERS ON THE IMPLEMENTATION OF THE CONTEXTUALIZED MELCs BASED FOR ALS SHS CURRICULUM (BATCH 2)”** on **July 1-5, 2024** and has accepted a Bid of the **Hotel Company** for the Lease of Venue (food and accommodation) in the sum of **TWO MILLION FOUR HUNDRED SIXTY-SEVEN THOUSAND FOUR HUNDRED PESOS ONLY (Php2,467,400.00)**. (Hereinafter called “the Contract Price”).

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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 July 1-5, 2024 to the Two Hundred Sixty (260) 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 total amount of **TWO MILLION FOUR HUNDRED SIXTY-SEVEN THOUSAND FOUR HUNDRED PESOS ONLY (Php2,467,400.00)** 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:

1. The Meals shall be:

- 1.1 Complete Meals (breakfast, AM snack, lunch, PM snack and dinner for **260** participants;
- 1.2 **First meal is breakfast** for July 1, 2024 and **Last meal is PM snack** for July 5, 2024;
- 1.3 Buffet type with stand-by waiters for Breakfast, Lunch and Dinner;
- 1.4 AM snack and PM snack are with drinks
- 1.5 Free-flowing coffee, and/or tea and candies

2. The Function Room shall be:

- 2.1 Conference set-up and can accommodate at least 300 participants;
- 2.2 Well-lighted and well ventilated;
- 2.3 Availability of audio-visual equipment with stand-by assistant such as: **(1)** Nine (9) LCD projector with wide screens for Breakout rooms. **(2)** one (1) whiteboard with markers and erasers; **(3)** Complete set sound system, ten (10) extensions cords for laptops; **(4)** Nine (9) wireless microphones; **(5)** one (1) microphone stand; and **(6)** Podium/lectern
- 2.4 Strong and unlimited access to Internet/Wi-Fi in all areas of venue;
- 2.5 Four (4) tables for the Secretariat (Registration area)

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- 2.6 No pillars in the middle of the function room;
- 2.7 Two (2) **Breakout Rooms** for RTWG and trainers

3. The Room Accommodation shall be:

- 3.1 Three (3) Triple sharing rooms for the participants (No Bed Sharing);
- 3.2 No bed mattress on the floor;
- 3.3 24-hours hot and cold shower, clean beddings, rooms and restrooms;
- 3.4 Room check-in time is 2:00 PM and check-out is 12:00 Noon

4. The following shall be provided:

- 4.1 Maintaining cleanliness-function hall, restrooms, sleeping quarters, hallway, coffee/tea area, and dining area;
- 4.2 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);
- 4.3 Appropriate and sufficient parking area for VIP and other Guests;
- 4.4 24-hour security, front-desk, and housekeeping services;
- 4.5 Can fetch/transport resource speakers from their residences and transport them to the venue back and forth; and
- 4.6 Tarpaulin 10ft x 8ft as complementary.

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

Capacity and Authorization

Each of the parties to this contract hereby represents and warrants to the other that it is duly authorized and empowered to execute, deliver and perform this contract and that such action does not conflict with or violate any provision of law, regulation, policy,

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contract, deed of trust or other instrument to which it is a party or by which it is bound and that this contract constitutes a valid and binding obligation between the parties.

Section 9

Other conditions of the contract

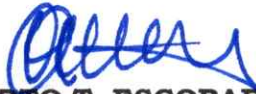
- a. In case of damage to the property of the participants of the **Client** caused by negligence of the personnel of the **Hotel Company**, the **Hotel Company** shall be liable for the damages;
- b. Necessary medical services and facilities shall be the responsibility and for the account of the **Hotel 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.

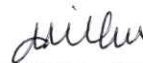
MAY 30 2024

**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:

VIERNALYN M. NAMA

Chief Education Supervisor, CLMD
DepEd Region IV-A CALABARZON

REPUBLIC OF THE PHILIPPINES)

QUEZON CITY)SS.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, this
MAY 30 2024, personally appeared:

Name	Identification No.	Expiration Date
Atty. Alberto T. Escobarte	DepEd Office ID No. 4529876	_____
Miradeth I. Sevilla	PASSPORT- PD 8424926	_____

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.

Doc. No. 496;
Page No. 101;
Book No. 11;
Series of 2024.

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CS Villarena
ATTY. CONCEPCION P. VILLARENA
Notary Public for Quezon City
Until December 31, 2024
PTR No. 5565783 / January 03, 2024 Q.C
IBP No. 399899 / January 04, 2024 Q.C
Roll No. 30457 / 05-09-1980
MCLE VH-0006994 / 09-21-2021
ADM. MATTER No. NP-021 (2024-2025)
TIN NO 131-942-754
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