



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



Legal-CO01-2024-428

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, a corporation duly organized and existing under the laws of the Republic of the Philippines, 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 ALS SHS CURRICULUM (BATCH 3)”** on **October 21 to 25, 2024**.

WHEREAS, the Approved Budget for the Contract (ABC) is **FOUR MILLION THREE HUNDRED THIRTY THOUSAND PESOS ONLY (Php4,330,000.00)**;

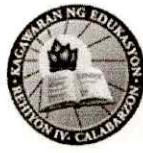
WHEREAS, the 2016 Revised IRR of RA 9184, particularly Section 10, Rule IV thereof, states that all procurements shall be done through Competitive Bidding;

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:



Address: Gate 2, Karangalan Village, Cainta, Rizal
Telephone No.: 02-8682-2114
Email Address: region4a@deped.gov.ph
Website: depedcalabarzon.ph



Certificate No. PHP QMS
22 93 0085

"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, no other government facilities can accommodate said activity that complies with the specification of the End-User;

WHEREAS, the end-user decided to cater the services of the privately-owned venue that complies with their requirements;

WHEREAS, Rule XVI, Section 48.2 of the IRR of R.A. 9184, otherwise known as the "Government Procurement Reform 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 method of procurement such as Negotiated Procurement subject to the approval of the Head of the Procuring Entity;

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

WHEREAS, the BAC through its Secretariat, initiated the procurement activity by requesting for quotation to six (6) prospective suppliers as follows: (1) Queen Margarett Hotel, Inc.; (2) M.I. Sevilla Resort; and (3) Quan's The Farm Resort;

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

NAME OF BIDDER	AMOUNT	REMARKS
Queen Margarett Hotel Inc.	PhP3,723,800.00	Non-complying
M.I. Sevilla Resort	PhP4,109,170.00	Complying

WHEREAS, on September 12, 2024, the end-user conducted an ocular inspection at **QUEEN MARGARETT HOTEL INC.** and **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, **QUEEN MARGARETT HOTEL INC.** rated with the score of **82.60** and **M.I. SEVILLA RESORT** rated with the score of **95.80**;

WHEREAS, the report containing the result of the evaluation and its attachments is attached hereto as Annex "A" made an integral part hereof;

WHEREAS, after review and deliberation on the proposals and report submitted, **QUEEN MARGARETT HOTEL INC.** appears non-compliant for failure to pass based on the passing rate under the "Rating Factors and Determination of Reasonableness of Rental Rates;"

WHEREAS, after review and deliberation of the proposals and report submitted, **M.I. SEVILLA RESORT** complied with the requirements and is hereby declared as the Single Calculated and Responsive Quotation (SCRQ);

WHEREAS, the Client invited Quotation for the Procurement of Lease of Venue with food and accommodation of the participants, in the **“REGIONAL ORIENTATION OF ALS TEACHERS ON THE IMPLEMENTATION OF THE CONTEXTUALIZED MELCs-BASED ALS SHS CURRICULUM (BATCH 3)”** on **October 21 to 25, 2024** and has accepted a Quotation of the **Hotel Company** for the Lease of Venue with food and accommodation in the sum of **FOUR MILLION ONE HUNDRED NINE THOUSAND ONE HUNDRED SEVENTY PESOS ONLY (Php4,109,170.00)**. (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 October 21 to 25, 2024 to the guaranteed number of participants of the **Client**. The details and/or specifications of these services are provided under Section 4 of this contract.
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.
3. Do such other acts which are necessary in the performance of the above functions as well as those obligations arising from this contract.
4. Provide with personnel to:
 - 4.1 maintain cleanliness in the function hall, restrooms, sleeping quarters, hallway, pantry, and dining area;
 - 4.2 provide a backdrop for the activity; and tarpaulin display at the Project Site, not to exceed 3"x4"; optional for Projects not exceeding 5 days (COA Circ. 2013-004)
 - 4.3 with sufficient parking area for VIP and other guests;
 - 4.4 respond to safety and security requirements of the government,
 - 4.5 24-hour security, front desk and housekeeping services;
 - 4.6 Can fetch/transport resource speakers from their residence and transport them to the venue back and forth;
 - 4.7 Tarpaulin 10ft x 8ft as complementary.

Section 2 Responsibilities of the Client

The **Client** shall:

1. Pay the **Hotel Company** the guaranteed number of participants
2. Charged or billed the total amount of **FOUR MILLION ONE HUNDRED NINE THOUSAND ONE HUNDRED SEVENTY PESOS ONLY (Php4,109,170.00)** for the whole duration of the event;

3. Exercise strict discipline, close supervision and exclusive control and administration over its participants 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 **Specification of the Services**

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

1. The Meals shall be:

- 1.1 Complete Meal (breakfast, AM snack, lunch, PM snack and dinner) to the 433 participants of the Client;
- 1.2 First meal is **breakfast** of October 21, 2024, and Last meal is **PM snack** of October 25, 2024;
- 1.3 Served manage buffet with stand-by waiters during breakfast, lunch and dinner;
- 1.4 With unlimited coffee, purified drinking water, tea or chocolate drink and candies, with assistance of stand-by waiters

2. The Function Hall and Facilities shall be:

- 2.1** well-lighted and well ventilated;
- 2.2** with sufficient space to accommodate at least 500 pax in a conference set-up;
- 2.3** with available audio-visual equipment with stand-by personnel to assist in the operation of:
 - 2.3.1** at least eight (8) LCD projector and wide screen for Breakout rooms;
 - 2.3.2** Nine (9) serviceable and wireless microphones, One (1) microphone stand, 10 extension cords and complete set of sound system;
 - 2.3.3** Podium/lectern
 - 2.3.4** One (1) whiteboards and marker/s and erasers
 - 2.3.5 Eight (8) breakout rooms for RTWG and Trainers**
- 2.4** with fast and reliable internet connection in all areas of the venue;
- 2.5** with at least four (4) table for the secretariat (registration Area);
- 2.6** without pillars in the middle of the function room;

3. The Room Accommodation shall be:

- 3.1 At least 3 single/double bed sharing rooms (no bed sharing or single bed only);
- 3.2 No bed mattress on the floor;
- 3.3 24-hours hot and cold shower, clean beddings, rooms and restrooms;

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, 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.


OCT 11 2024

QUEZON CITY


**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)
 _____) SS.
 QUEZON CITY

ACKNOWLEDGMENT

QUEZON CITY

BEFORE ME, a Notary Public for and in the City of _____, this
 OCT 11 2024 _____, personally appeared:


Name	Identification No.	Expiration Date
Atty. Alberto T. Escobarte	DepEd Office ID No. 4529876	_____
Miradeth I. Sevilla	VIN 5624-0251A-A2368MIS20001-0	_____

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. 323;
 Page No. 60;
 Book No. 63;
 Series of 2024.


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 VII-0008994 / 09-21-2021
 ADM. MATTER No. NP-021 (2024-2025)
 TIN NO 131-942-754
 Matalino Corner Malakas ST., Brgy. Central
 District IV, Diliman Quezon City