



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, a domestic corporation duly registered under the Philippine laws, with principal address at Purok Jasmin Brgy. Damoit, Lucena City, Quezon, represented herein by its CEO/Owner, **MIRADETH I. SEVILLA**, hereinafter referred to as the **HOTEL COMPANY**.

W I T N E S S E T H

WHEREAS, the **CLIENT** needs the services of a hotel company who will provide food and hotel accommodation to the participants in the **"CONSULTATIVE CONFERENCE ON THE IMPLEMENTING GUIDELINES AND PROGRAM IMPLEMENTATION EVALUATION TOOLS FOR PAGKILALANG HIRAYA"** on **March 24-28, 2025**.

WHEREAS, the Approved Budget for the Contract (ABC) is **THREE HUNDRED SIXTYFOUR THOUSAND PESOS (Php364,000.00)**;

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 method 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, the Request for Quotation (RFQ) was posted in the Philippine Government Electronic Procurement System (PhilGEPS) on March 11, 2025, at the website of DepEd Region IV-A CALABARZON, and conspicuous bulletin board in the premises of DepEd Region IV-A CALABARZON on March 10, 2025 to March 14, 2025;

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

1. M.I. Sevilla Resort.;
2. Queen Margarette Hotel Inc.;
3. Sioland Grand Premier Hotel

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

NAME OF BIDDER	AMOUNT OF BID
M.I. SEVILLA RESORT	Php334,699.00
QUEEN MARGARETTE HOTEL INC.	Php336,030.00

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

WHEREAS, the Client invited bids for the Procurement for the hotel accommodation of the participants in the **“CONSULTATIVE CONFERENCE ON THE IMPLEMENTING GUIDELINES AND PROGRAM IMPLEMENTATION EVALUATION TOOLS FOR PAGKILALANG HIRAYA”** on March 24-28, 2025 and has accepted the bid/quotation of the Hotel Company for food and hotel accommodation in the sum of **THREE HUNDRED THIRTY-FOUR THOUSAND SIX HUNDRED NINETY-NINE PESOS ONLY (Php334,699.00)**. (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
Documents deemed part

All documents submitted by Hotel Company and all the documents released and issued by the Client and its Bids and Awards Committee and Technical Working Group such as but not limited to:

- a) BAC Resolution;
- b) Abstract of Quotation;
- c) Certification of Postings;
- d) Request for Quotation;
- e) Technical Specifications;
- f) All other documents already submitted by the Hotel Company and to be required to be submitted after the contract perfection of this contract.

shall form part of this contract.

Section 2
Responsibilities of the Hotel Company

The **Hotel Company** shall:

- 1. Provide food and hotel accommodation on March 24-28, 2025 to the participants, of the **Client**. The details and/or specifications of these services are provided under Section 5 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. Provide:
 - 3.1 a personnel to maintain cleanliness in the function hall, restrooms, sleeping quarters, hallway, pantry, and dining area;
 - 3.2 a sufficient parking area for VIP and other guests;

- 3.3 a personnel to respond to safety and security requirements of the government, 24-hour security, front desk and housekeeping services
 - 3.4 assist participants and guest with special conditions, breastfeeding moms, PWDs, and other emergency situation
4. Do such other acts which are necessary in the performance of the above functions as well as those obligations arising from this contract.

Section 3 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 **THREE HUNDRED THIRTY-FOUR THOUSAND SIX HUNDRED NINETY-NINE PESOS ONLY (PhP334,699.00)**; 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 4 Terms of Payment

The **Client** binds itself to pay the **Hotel Company** within thirty (30) days after the conclusion of the training/seminar. The **Hotel Company** hereby understands that the focal person must be the one responsible for the immediate processing of payments.

Section 5 Specification of the services

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

- a. **The meals shall be:**
 - a.1 Complete meal (breakfast, AM snacks, lunch, PM snacks and dinner) to the participants of the Client;
 - a.2 First meal is **breakfast** of March 24, 2025 and last meal is **PM snacks** of March 28, 2025;
 - a.3 Served by manage buffet with stand-by waiters during breakfast, lunch and dinner;
 - a.4 with Unlimited coffee, purified drinking water, tea or chocolate drink and candies, with assistance of stand-by waiters
- b. **The Lodging shall be:**
 - b.1 At least 6 single/ double sharing rooms;
 - b.2 At least 14 triple sharing rooms for participants;
 - b.3 No bed mattress on the floor.
- c. **The Function Hall and Facilities shall be:**
 - c.1 well-lighted and well ventilated;
 - c.2 with sufficient space to accommodate at least 60 participants;
 - c.3 with available audio-visual equipment with stand-by personnel to assist in the operation of:
 - c.3.1 three (3) LCD projector and wide screen;

- c.3.2 at least 2 whiteboards with marker/s and erasers;
- c.3.3 Complete sound system, at least 15 extension cords for laptops,
- c.3.4 3 wireless microphones
- c.3.5 Podium/lectern
- c.3.6 At least two (2) tables for Secretariat (Registration Area)
- c.3.7 No pillars in the middle of the function room.
- c.4 unlimited access to internet/ Wi-fi in all areas of venue.

Section 6

Use of Hotel Parking Space

The **Hotel Company** shall allow the use of its parking space to the participants free of charge.

Section 7

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 8

Settlement of Dispute

If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of this contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Any and all dispute arising from the implementation of a contract shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004." By mutual agreement, the parties agree in writing to resort to other alternative modes of dispute resolution.

Section 9

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 10

Other conditions of the contract

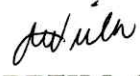
- a. In case of damage to the property of the participants of the **Client** caused by negligence of the personnel of the **Hotel Company**, the **Hotel Company** shall be liable for the damages;
- b. Necessary medical services and facilities shall be the responsibility and for the account of the **Hotel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

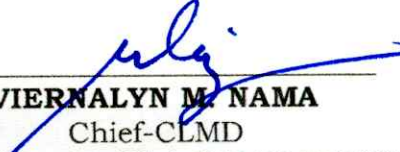
Department of Education
Region IV-A CALABARZON

M.I. SEVILLA RESORT


ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director


MIRADETH I. SEVILLA
CEO/Owner

SIGNED IN THE PRESENCE OF:


VIERNALYN M. NAMA
Chief-CLMD
DepEd Region IV-A CALABARZON


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:

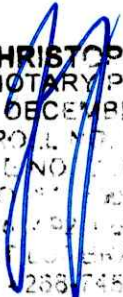
Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	<u>DepEd Office ID No. 4529876</u>	_____
<u>MIRADETH I. SEVILLA</u>	<u>Driver Licence 009-04-089</u> <u>543</u>	<u>1-23-34</u>


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.

Doc. No. ...134;
Page No. ...27;
Book No. ...01;
Series of 2025.


JULIUS CHRISTOPHER T. BUELA
NOTARY PUBLIC
UNTIL DECEMBER 31, 2025
ROLL NO. 73328
MCLE NO. 1001 044
PTR NO. 1001 044 / 1-2-2025
IBP NO. 1001 044 / 1-2-2025
AT LUCENA CITY
TIN 1255 745 333-000

 **REPUBLIC OF THE PHILIPPINES**
DEPARTMENT OF TRANSPORTATION
LAND TRANSPORTATION OFFICE
DRIVER'S LICENSE



Last Name First Name Middle Name
ESCOBARTE, ALBERTO TENEBRO

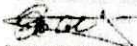
Nationality Sex Date of Birth Weight (kg) Height(m)
PHL M [REDACTED] 71 1.63

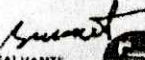
Address
L2 P5 EXTN V AND G SUBD TACLOBAN CITY

License No. Expiration Date Agency Code
H02 02-024484 2026/11/15 H02

Blood Type Eyes Color
A+ BLACK

Dr. Center Conditions
A, A1, B1, B2 1

Signature of licensee



EDGAR C. GALVANTE
Assistant Secretary

