

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. Domoit, Lucena City, represented herein by its Owner, **MS. MIRADETH I. SEVILLA**, hereinafter referred to as the **HOTEL COMPANY**.

WITNESSETH

WHEREAS, the CLIENT needs the services of a hotel company who will provide food and accommodation to the participants in the "REGIONAL CONSULTATIVE CONFERENCE FOR ALS FOCAL PERSONS AND SELECT SDO OFFICIALS" on AUGUST 6-8, 2025 to be conducted by the Client.

WHEREAS, the Approved Budget for the Contract (ABC) is NINE HUNDRED SEVENTY TWO THOUSAND PESOS (Php972,000.00).

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 June 5, 2025, at the office website of DepEd Region IV-A CALABARZON, and conspicuous bulletin board in the premises of DepEd Region IV-A CALABARZON on June 4, 2025 to June 9, 2025 at 9:00am.

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

- 1. Central Plaza Hotel;
- 2. Ouan's Worth Farm and Family Resort Corporation; and
- 3. M.I. Sevilla Resort;

WHEREAS, one (1) supplier submitted its proposal; M.I. SEVILLA RESORT in the amount of NINE HUNDRED THREE THOUSAND FOUR HUNDRED SEVENTY-FOUR PESOS (Php903,474.00). Thus, M.I. SEVILLA RESORT is declared as the lone bidder;







Address: Gate 2, Karangalan Village, Cainta, Rizal

Telephone No.: 02-8682-2114

Email Address: region4a@deped.gov.ph

Website: depedcalabarzon.ph



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

WHEREAS, the Client invited bids for the Procurement for the food and accommodation of the participants in the "REGIONAL CONSULTATIVE CONFERENCE FOR ALS FOCAL PERSONS AND SELECT SDO OFFICIALS" on August 6-8, 2025 and has accepted the bid/quotation of the Hotel Company for the food and accommodation in the sum of NINE HUNDRED THREE THOUSAND FOUR HUNDRED SEVENTY-FOUR PESOS (Php903,474.00). (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 accommodation on August 6-8, 2025 to the 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. Provide with personnel to:
 - 3.1 maintain cleanliness in the function hall, restrooms, sleeping quarters, hallway, pantry, and dining area;
 - 3.2 Provision for backdrop for the activity; and Tarpaulin display at Project Site, not to exceed 3" by 4"; optional for Projects not exceeding 5 days (COA Cric. 2013-004);
 - 3.3 assist participants and guest with special conditions, breastfeeding moms, PWDs, and other emergency situation;
 - 3.3 respond to safety and security requirements of the government;
 - 3.5 appropriate and sufficient parking area for VIPs and guests; and
 - 3.6 with 24-hour security, front-desk and housekeeping services
- 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 2 Responsibilities of the Client

The Client shall:

1. Pay the **Hotel Company** the guaranteed number of participants

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- 2. Charged or billed the total amount of NINE HUNDRED THREE THOUSAND FOUR HUNDRED SEVENTY-FOUR PESOS (Php903,474.00) 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 **Hotel Company** 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:

a. The meals shall be:

- **a.1** complete meal (breakfast, AM snacks, lunch, PM snacks and dinner) to the **162** participants of the Client on August 6-8, 2025.
- **a.2** serve by any type of buffet with stand-by waiters during breakfast, lunch and dinner.
- **a.3** first meal is **breakfast** of August 6, 2025 and last meal is **PM snacks** on August 8, 2025.
- **a.4** with unlimited coffee, purified drinking water, tea or chocolate drink and candies, with assistance of stand-by waiters.
- a.5 AM and PM Snacks with drinks.

b. The Lodging shall be:

- **b.1** at least three (3) double sharing rooms.
- **b.3** no bed mattress on the floor.
- **b.4** with 24-hour hot and cold shower and clean beddings, rooms and restroom.

c. The Function Hall and Facilities shall be:

- c.1 can accommodate 162 pax in a workshop set-up.
- c.2. well-lighted and well-ventilated.
- **c.3** with available audio-visual equipment with stand-by personnel to assist in the operation of:
 - **c.3.1** at least three (3) LCD projectors (1 in front, 1 at the side) and wide screens.
 - **c.3.2** at least one (1) whiteboard with marker/s and eraser.
 - **c.3.3** complete set sound system, at least 5 extensions cords for laptops;
 - **c.3.4** four (4) wireless microphones, one (1) microphone stands; and
 - c.3.4 Podium/lectern
- **c.4** with unlimited access to internet connection and have Wi-Fi in all areas of the venue.
- **c.5** no pillars in the middle of the function room.
- c.8 at least three (3) tables for the Secretariat (Registration Area)

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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 Settlement of Dispute

If any dispute of 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 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;
- 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.

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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

MS. MIRADETH I. SEVILLA

Owner

SIGNED IN THE PRESENCE OF:

VIERNALYN M. NAMA

DepEd Region IV-A CALABARZON

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Me

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Republic of the Philippines	
	S.S.
ANTIPOLO CITY	

ACKNOWLEDGMENT

AUG 01 2025 , personally	Public for and in the City of	ANTIPOLO CITY , this
Name	Identification No.	Expiration Date
Atty. Alberto T. Escobarte	DepEd Office ID No. 4529876	
Ms. Miradeth I. Sevilla	Pasport Posyzy92C	

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. /.J.?; Page No. 3.7.; Book No. 27.; Series of 2025.

ATTY. KELVIN P. MATIB

Notarial Commission No. 24-09 Until December 31, 2025 For Antipolo City, Taytay, and Cainta, Rizal Roll No: 78066

IBP No. 498141; January 4, 2025 PTR No. 9599872; January 3, 2025; Antipolo City MCLE Compliance No. VIII-000047; Until April 14, 2028 Email Address: kelvinpmatib@gmail.com