

### 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

#### QUOTATION EVALUATION REPORT

Project Title: REGIONAL TRAINING FOR SPORTS CLUB FACILITATORS ON THE TEACHING OF SPORT-SPECIFIC SKILLS

Date of Activity: November 3-5, 2025

Approved Budget for the Contract: Three Million Seven Hundred Fifty-Six Thousand Pesos (Php3,756,000.00)

Mode of Procurement: Lease of Real Property and Venue with Food and Accommodation

Name of Bidder: M.I. SEVILLA RESORT

Bid Price: Three Million Seven Hundred Forty-Eight Thousand Four Hundred Eighty-Eight Pesos (Php3,748,488.00)

Date Posted in the PhilGEPS: N/A

Date Posted in the Office Website and Conspicuous Bulletin: N/A

#### RFQ sent to at least three (3) prospective suppliers:

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





Address: Gate 2, Karangalan Village, Cainta, Rizal

Telephone No.: 02-8682-2114

Email Address: region4a@deped.gov.ph

Website: depedcalabarzon.ph



SUBMITTED QUOTATION/S:				
Name of Bidder	Amount of Bid	Remarks		
M.I. Sevilla Resort	Php3,748,488.00	Complying and Lone Bidder		

LEGAL DOCUMENTS					
Documents Evaluated	Present	Absent	Findings/Remarks		
Business/Mayor's Permit	1		Comply		
PhilGEPS Registration Number	1		Comply		
Latest Income/Business Tax Return or Tax Clearance	1		Comply		
Notarized Omnibus Sworn Statement (OSS)	/		Comply		
Specifications	1		Comply		

Based on the findings above cited, **M.I. SEVILLA RESORT** has submitted all the documents required. The undersigned **RECOMMENDS** that the contract be awarded to **M.I. SEVILLA RESORT** having complied with all the requirements and thus declared as the Single Calculated and Responsive Quotation (SCRQ).

That the Client invited bids for the Procurement for the lease of venue with food and accommodation of the participants in the "REGIONAL TRAINING FOR SPORTS CLUB FACILITATORS ON THE TEACHING OF SPORT-SPECIFIC SKILLS" on NOVEMBER 3-5, 2025 and has accepted the bid/quotation of the Hotel Company for the food and accommodation in the sum of THREE MILLION SEVEN HUNDRED FORTY-EIGHT THOUSAND FOUR HUNDRED EIGHTY-EIGHT PESOS (PHP3,748,488.00). (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) Ocular Inspection for Lease of Venue;
- 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 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 **NOVEMBER 3-5**, **2025** to the guaranteed number of participants of the **Client**. The details and/or specifications of these services are provided under Section 5 of this contract.
- 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 provision for backdrop for the activity; and Tarpaulin display/TV Monitor at Project Site, not to exceed 3" x 4"; optional for Projects not exceeding 5 days (COA Circ. No. dated January 30, 2013-004);
- 3.3 a sufficient parking area for VIP and other guests;
- 3.4 a personnel to respond to safety and security requirements of the government, 24-hour security, front desk and housekeeping services.
- 3.5 a stand-by medical team in case of emergencies
- 3.6 provision of fire extinguishers in every floor/hallway and with clear emergency exit signs and maps per floor and per room respectively
- 4. Do such other act 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 MILLION SEVEN HUNDRED FORTY-EIGHT THOUSAND FOUR HUNDRED EIGHTY-EIGHT PESOS (PHP3,748,488.00)** 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 **Client** 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:

#### 1. The Meals shall be:

- 1.1 Complete meal (breakfast, AM snacks, lunch, PM snacks and dinner) to the participants of the Client;
- 1.2 First meal is Breakfast on November 3, 2025 and Last meal is PM Snacks on November 5, 2025 of the event;
- 1.3 Served by manage buffet with stand-by waiters during breakfast, lunch and dinner;
- 1.4 With unlimited coffee, purified drinking water, tea, chocolate drink, or coffee and candies with assistance of stand-by waiters;

#### 2. The Function Hall and Facilities shall be:

- 2.1 Can accommodate at least 626 pax in a trainingworkshop set-up / with a plenary hall and 6 breakout rooms for 100 pax;
- 2.2 well-lighted and well ventilated;
- **2.3** Availability of audio-visual equipment with stand-by assistant:
  - a. at least ten (10) LCD projectors and widescreens;
  - at least ten (10) Whiteboard with marker/s and erasers per breakout room;
  - c. complete set sound system, at least ten (10) extension corás for laptops;
  - **d.** eighteen (18) microphones (wireless and wired), three (3) per breakout session rooms, microphone stands; and
  - e. Podium/lectern, etc.
- 2.4 Unlimited access to internet / Wi-Fi in all areas of
- **2.5** no pillars in the middle of the function room;
- 2.6 at least **three (3)** round tables per breakout rooms for the Secretariat (Registration Area);

#### 3. The Room Accommodation shall be:

- 3.1 at least two (2) double sharing rooms (strictly single beds only);
- 3.2 No bed mattress on the floor;
- 3.3 With 24-hours hot and cold shower, clean beddings, rooms and restrooms;

# 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 Alternative Dispute Resolution (ADR) Clause

Both parties entered into this agreement in the spirit of mutual trust and understanding. The parties intend that all unforeseen matters, issues, and concerns that will arise in the future shall be resolved with mutual understanding. In case of conflict/dispute between the parties, it shall be resolved in a peaceful and amicable manner. Every earnest effort shall be made to amicably settle the conflict/dispute through peaceful dialogue and negotiation to accommodate the policies and intention of both parties.

In case of failure to settle the conflict/dispute through peaceful and amicable manner, such conflict/dispute shall be submitted for arbitration/mediation in accordance with Republic Act No. 9285, known as Alternative Dispute Resolution Act of 2004. Both parties mutually agree that the decision of the designated/chosen arbitrator/mediator is binding to them. The place of arbitration/mediation is exclusively in Cainta, Rizal.

No legal action may be instituted in any court/tribunal/quasijudicial body unless the arbitration/mediation has failed or waived by both parties in writing. Legal action for breach of this agreement shall only be instituted in the courts of competent jurisdiction in Cainta, Rizal to the exclusion of all other courts outside the judicial region.

# Section 9 Capacity and Authorization

The signatories to this contract hereby represent and warrant that they are 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, at QUEZON CITY	_, Philippines.	nereunto set their l	hands, this day of
Department of Educate Region IV-A CALABAR2		M.I. SEVILLA	RESORT
ATTY. ALBERTO T. ESCOBART Regional Directory		MS. MIRADETI	Mly H I. SEVILLA er
SIGNI	ED IN THE PRES	ENCE OF:	
EDUARDA M. ZAPANTA Chief, ESSD DepEd Region IV-A CALABARZO			
REPUBLIC OF THE PHIMPRINES			
	ACKNOWLEDGN	IENT	
BEFORE ME, a Notary F	Public for and in appeared:	the City of QUEZ	UN CIP, this
Name	Identification	No.	Expiration Date
Atty. Alberto T. Escobarte Miradeth I. Sevilla	DepEd Office II PASS PORT	0 No. 4529876 - PO 84249	2C July 7, 203
who are known to me and to a foregoing instrument and acknown	me known to be owledged to me th	the same persons at the same is the	s who executed the eir 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. . Page No. .....; Book No. .....; Series of 2025.

ATTY. CONCEPCION P. VILLAREMA Notary Public for Quezon City Until December 31, 2025 PTR No. 6989624 / 1-02-2025 Q.C IBP No. 461667 / 10-29-2024 Q.C Foll No. 30457 / 05-09-1980 MCLE No. VIII-0031753 / 5-5-2025 Adm. N. ner No. NP-021 (2024-2025) TIN No. 131-942-754-000