



Republic of the Philippines
Department of Education
 REGION IV-A CALABARZON
 GATE 2, KARANGALAN VILLAGE
 1900 CAINTA, RIZAL

Office of the Regional Director

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-

BOY SCOUTS OF THE PHILIPPINES - BP INTERNATIONAL MAKILING, with principal address at Jamboree Site, University of the Philippines, Los Banos, Laguna, represented herein by its Authorized Sales Representative, **CARIZA FERNANDEZ-MILO**, hereinafter referred to as the **HOTEL COMPANY**.

WITNESSETH

WHEREAS, the **CLIENT** needs the services of a contractor who will provide food and hotel accommodation to the participants in the **“DEVELOPING M&E TOOLS FOR LEARNING RECOVERY CONTINUITY PLAN (LRCP) ACTIVITIES (PHASE 2 - VETTING AND FINALIZATION)”** on **November 16-18, 2022**.

WHEREAS, the Approved Budget for the Contract (ABC) is **TWO HUNDRED FIFTY-EIGHT THOUSAND PESOS ONLY (Php258,000.00)**;

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 methods 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, Rule XVI, Section 53.9 of the IRR of RA 9184 allows Negotiated Procurement under Small Value Procurement as a mode of procurement subject to the approval of the Head of the Procuring Entity;

WHEREAS, the Request for Quotation (RFQ) was posted in the Philippine Government Electronic Procurement System (PhilGEPS), on October 26, 2022, office website and conspicuous bulletin board in the premises of this Office starting on October 25, 2022 to November 2, 2022.

C Fernandez-Milo

Alberto T. Escobar



“EXCELLENCE is a CULTURE and QUALITY is a COMMITMENT”

Trunkline: 02-8682-5773/8684-4914/8647-7487
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WHEREAS, RFQs were sent to five (5) prospective suppliers namely:

1. BP International Makiling;
2. Development Academy of the Philippines (DAP);
3. First Sta. Rosa Hotel Corp (El Cielito – Sta. Rosa);
4. The Bayleaf – Cavite; and
5. Ciudad Christhia Resort, Inc.;

WHEREAS, six (6) suppliers submitted their respective proposals before the deadline for the submission of bids, offering the following financial bids, as read:

NAME OF BIDDER	AMOUNT OF BID
Boy Scouts of the Philippines – BP International Makiling	Php242,520.00
Leonida's Exclusive Resort	Php245,100.00
Whitewoods Convention & Leisure Hotel	Php251,550.00
First Sta. Rosa Hotel Corp (El Cielito – Sta. Rosa)	Php251,550.00
Demeter Escapade Sunny Glades Properties Corp.	Php251,550.00
Great Life Hotel and Leisure Corp.-(Whitewoods Convention & Leisure Hotel)	Php254,755.00

WHEREAS, after review and deliberation on the proposal, **BOY SCOUTS OF THE PHILIPPINES – BP INTERNATIONAL MAKILING** complied with re requirements. Its bid offer amounting to **TWO HUNDRED FORTY-TWO THOUSAND FIVE HUNDRED TWENTY PESOS ONLY (Php242,520.00)**. Thus, Hotel Company is declared as the Lowest Calculated and Responsive Bid (LCRB);

WHEREAS, under the latest resolution and guidelines of the Inter-Agency Task Force on Emerging Infectious Diseases (IATF-EID) issued on October 18, 2021, the Certificate of Authority to Operate and Safety Seal **Certificate issued by the Department of Tourism (DOT) applies in areas classified under General Community Quarantine (GCQ), GCQ with Heightened Restriction (GCQ-HR), or Alert Level 4 and Alert Level 3.**

WHEREAS, **Hotel Company** is within Los Baños, Laguna under Alert Level 1.

WHEREAS, the Entity invited Bids for the Procurement for the hotel accommodation of the participants in the **“DEVELOPING M&E TOOLS FOR LEARNING RECOVERY CONTINUITY PLAN (LRCP) ACTIVITIES (PHASE 2 - VETTING AND FINALIZATION)”** on November 16-18, 2022 and has accepted a Bid of, **BOY SCOUTS OF THE PHILIPPINES-BP INTERNATIONAL MAKILING** for food and hotel accommodation in the sum of **TWO HUNDRED FORTY-TWO THOUSAND FIVE HUNDRED TWENTY PESOS ONLY (Php242,520.00)**. (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 November 16-18, 2022 to the Forty-Three (43) 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.

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Section 2
Responsibilities of the Client

The **Client** shall:

1. Pay the **Hotel Company** the guaranteed number of participants
2. Agrees that it shall be charged or billed the amount **ONE THOUSAND EIGHT HUNDRED EIGHTY PESOS ONLY (Php1,880.00)** per participant for the food and accommodation or the total amount of **TWO HUNDRED FORTY-TWO THOUSAND FIVE HUNDRED TWENTY PESOS ONLY (Php242,520.00)** 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
Supervision and Control

The **Hotel Company** shall 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 **Client** on the matter. In so far as enforcement of police and company rules and regulations related to safety is concerned, the **Client** shall exercise supervision and control over the participants.

Section 4
Liability to Personnel and Third Parties

The **Hotel Company** is NOT an agent or employee of the **Client** and the personnel to be assigned by the **Hotel Company** to the **Client** are in no sense employees of the latter as they are for all intents and purposes employees of the **Hotel Company**.

Accordingly, the **Client** shall not be responsible for any and all claims for personal injury caused to any of the personnel or to any third party where such injury arises out of or in the course of performance of said personnel.

Section 5
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 6
Inclusions in the services

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

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a. Food

Date	Inclusions	Rate	No. of Pax
November 16, 2022	Buffet Breakfast, AM Snack, Assisted Buffet Lunch, PM Snacks, & Assisted Buffet Dinner	Php1,880.00	43
November 17, 2022	Buffet Breakfast, AM Snack, Assisted Buffet Lunch PM Snack, & Assisted Buffer Dinner	Php1,880.00	43
November 18, 2022	Buffet Breakfast, AM Snack, Assisted Buffet Lunch, & PM Snack	Php1,880.00	43

a. Other concessions

1. Room Accommodation - Quad Sharing with Separate bed)
2. Free toiletries
3. 1 Complimentary room for VIP
4. 1 Complimentary Function Hall
5. Complimentary use of 2 LCD and Wide Screen
6. Complimentary use of whiteboard and marker
7. Free use of PA System with 1 stand & wireless 2 microphones
8. Whiteboard with Marker
9. Flowing Coffee or tea and candies
10. Free set up according to client request
11. WIFI with 1GB bandwidth
12. 2-way shuttle from Los Banos Municipal Hall to Hotel Back and Forth
13. Free spacious Parking area
14. Free us of extension cord

Section 7

Use of Hotel Parking Space

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

Section 8

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 9

Venue of Action

The parties shall make every effort to resolve amicable 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

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agree in writing to resort to other alternative modes of dispute resolution.

In case an action will arise from this agreement, the venue of the action shall be in Taytay, Rizal only.

Section 10
Warranty

The **Client** hereby warrants and attest that the signatory in this contract is duly authorized by the Board and / or its Management to sign for and its behalf.

Section 11
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

15 NOV 2022 at **QUEZON CITY**, Philippines.

**Department of Education
Region IV-A CALABARZON**

BP INTERNATIONAL MAKILING

ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director

CARIZA FERNANDEZ-MILO
Authorized Sales Representative

SIGNED IN THE PRESENCE OF:

Republic of the Philippines

QUEZON CITY, S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, this 15 NOV 2022, personally appeared:

Name	Identification No.	Expiration Date
Atty. Alberto T. Escobarte	<u>DepEd Office ID No. 4529876</u>	_____
Cariza Fernandez-Milo	_____	_____

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.

Notary Public



ATTY. RUBEN M. AZANES, JR.
NOTARY PUBLIC
UNTIL DECEMBER 31, 2022
PTR NO. 2463598D, 01/03/2022-QUEZON CITY
IBP NO. 178672, 01/03/2022- Quezon City Chapter
Roll of Attorney's No. 46427
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Escobarte