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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 **"YEAR-END PROGRAM IMPLEMENTATION REVIEW AND PRESENTATION OF HRD STRATEGIC PLAN FOR FY 2023-2025"** on **December 5-7, 2022**.

WHEREAS, the Approved Budget for the Contract (ABC) is **FOUR HUNDRED SIXTY-EIGHT THOUSAND PESOS ONLY (Php468,000.00)**

WHEREAS, Rule XVI, Section 48.2 of the IRR of RA 9184 provides the general rule that public bidding is the general mode of procurement. However, the same section allows procuring entities to resort to alternative methods of procurement such as Negotiated Procurement subject to the approval of the Head of Procuring Entity;

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

WHEREAS, as policy consideration, if the real property and venue is publicly-owned, it is preferred that government agencies lease publicly-owned real property or venue from 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;

WHEREAS, Rule XVI, Sec 48.1 of the Revised IRR of R.A. No. 9184 provides that "subject to the prior approval of the Head of the Procuring Entity (HoPE), and whenever justified by the conditions provided in this Act, the procuring entity, in order

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"EXCELLENCE is a CULTURE and QUALITY is a COMMITMENT"

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to promote economy and efficiency, resort to any of the alternative methods of procurement provided in this Rule. In all instances, the procuring entity shall ensure that the most advantageous price for the Government is obtained;

WHEREAS, considering the urgency and the time required for this activity, the BAC agreed to resort to Negotiated Procurement under the Agency-to-Agency (Sec. 53.5) as an alternative to mode of procurement for the lease of venue taking into consideration the need for prudence and economy in government service, the suitability and proximity of areas;

WHEREAS, on November 18, 2022, the BAC, thru its Secretariat, initiated the procurement activity by sending letter requesting for quotation to (1) **DEVELOPMENT ACADEMY OF THE PHILIPPINES (DAP)**; and (2) **BOY SCOUTS OF THE PHILIPPINES-BP INTERNATIONAL MAKILING**;

WHEREAS, two (2) 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	Php416,100.00
Development Academy of The Philippines (DAP) Tagaytay City	Php419,030.00

WHEREAS, after review and deliberation on the proposal, **BOY SCOUTS OF THE PHILIPPINES-BP INTERNATIONAL MAKILING** complied with re requirements and declared as the Lowest Calculated and Responsive Bid (LCRB);

WHEREAS, the Entity invited Bids for the Procurement for the hotel accommodation of the participants in the **“YEAR-END PROGRAM IMPLEMENTATION REVIEW AND PRESENTATION OF HRD STRATEGIC PLAN FOR FY 2023-2025”** on December 5-7, 2022 and has accepted a Bid of, **BOY SCOUTS OF THE PHILIPPINES-BP INTERNATIONAL MAKILING** for lease of venue, accommodation and food in the sum of **FOUR HUNDRED SIXTEEN THOUSAND ONE HUNDRED PESOS ONLY (Php416,100.00)**. (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 December 5-7, 2022 to the 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.

Section 2

Responsibilities of the Client

The **Client** shall:

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

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2. Agree that it shall be charged or billed the total amount of **Four Hundred Sixteen Thousand One Hundred Pesos Only (Php416,100.00)** 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:

a. Food

Date	Inclusions	Rate	No. of Pax
December 5, 2022	Buffet Breakfast, AM snacks Assisted Buffet lunch, PM snacks, and Buffet Dinner	1,900.00	73
December 6, 2022	Buffet Breakfast, AM snacks Assisted Buffet lunch, PM snacks, and Buffet Dinner	1,900.00	73
December 7, 2022	Buffet Breakfast, AM snacks Assisted Buffet lunch, and PM snacks	1,900.00	73

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b. Other concessions:

1. Room Accommodation room
 - Quad sharing with Separate bed
2. Free toiletries
3. 1 Complimentary room for VIP
4. 1 Complimentary Function Hall
 - (Plenary Hall Good for 160 pax)
5. Additional 1 Complimentary Function Hall (40-50 pax)
6. Complimentary use of 2 LCD & Wide Screen
7. Complimentary use of whiteboard and marker
8. Free use of PA System with 1 stand & Wireless 2 Microphones for each plenary Hall
9. Whiteboard with Marker
10. Flowing Coffee or tea and candies
11. Free set up according to client request
12. WIFI with 1GB bandwidth
13. 2-way shuttle From Los Baños Municipal Hall to Hotel Back and Forth
14. Free spacious Parking area
15. Free use of extension cord
16. Responsive for safety and security requirements
17. Ensure provisions for participants with special conditions

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 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.

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 attests that the signatory in this contract is duly authorized by the Board and / or its Management to sign for and its behalf.

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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 **02 DEC 2022** at **QUEZON CITY**, Philippines.

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

**Boy Scouts of the Philippines
BP International Makiling**

ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director *AM*

CARIZA FERNANDEZ-MILO
Authorized Sales Representative

SIGNED IN THE PRESENCE OF:

LUZ E. OSMEÑA
Chief
Human Resource Development Division

Republic of the Philippines
QUEZON CITY S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, this 02 DEC 2022, personally appeared:

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

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Book No. LXII
Series of 2022 0110

Notary Public

ATTY. RUBEN M. APARIS, 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. 45427
 Admin Matter No. 004
 MCLE-VII-0018605-05-24-2022
 TIN: 140-394-358-000
 Unit 2 UGF-2 Opulent Bldg. Socorro, Quezon City

Handwritten signature