



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-

BOY SCOUT OF THE PHILIPPINES (BP INTERNATIONAL-MAKILING), with principal address at Barangay Batong Malate, Jamboree Site, UP Los Baños, Laguna, represented herein by its authorized sales representative, **CARIZA FERNANDEZ**, hereinafter referred to as the **HOTEL COMPANY**.

W I T N E S S E T H

WHEREAS, the **CLIENT** has undertaken the procurement of **LEASE OF VENUE INCLUDING FOOD AND ACCOMMODATION** for the **"COMPREHENSIVE MONITORING AND EVALUATION OF EDUCATION FACILITIES CUM INTERFACE WITH THE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS (LAST CONDUCT)"** on **September 5-6, 2024**.

WHEREAS, the Approved Budget for the Contract (ABC) is **TWO HUNDRED THIRTY-TWO THOUSAND PESOS ONLY (PhP232,000.00)**;

WHEREAS, pursuant to the Consolidated Guidelines for Alternative Methods of Procurement, Item V-D 9(b)(i) of Annex "H" in the 2016 Revised Implementing Rules and Regulations (R-IRR) of Republic Act No. 9184 states:

"i. Publicly-owned vis-à-vis privately-owned real property and venue.

It is preferred that government agencies lease publicly-owned real property or venue from other 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.

In the event that the Procuring Entity would resort to privately-owned real property or venue, the End-user unit shall justify that the same is more efficient and economical to the government."

WHEREAS, pursuant to the Consolidated guidelines for the Alternative Methods of Procurement, particularly paragraphs (b) and (c) of item V (D)(5), Annex "H" of the R-IRR of RA No. 9184 a Memorandum of Agreement may be entered into between the



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procuring entity and the servicing agency subject to the following conditions and process:

'b) Conditions. It is the general policy of the government to purchase its requirements from the private sector. However, it acknowledges that, in some exceptional cases, procurement from another agency of the government is more efficient and economical for the government, subject to the following conditions:

i. Servicing Agency has the mandate to deliver the goods and services required by the Procuring Agency”

xxx

c) Procedure

xxx

iv. In case of approval, the HOPE shall enter into a memorandum of Agreement (MOA) with the Servicing Agency.”

WHEREAS, the BAC thru its Secretariat, initiated the procurement activity by requesting for quotation to **BOY SCOUT OF THE PHILIPPINES (BP INTERNATIONAL-MAKILING)**.

WHEREAS, the **BOY SCOUT OF THE PHILIPPINES (BP INTERNATIONAL-MAKILING)** submitted its proposal in the amount of **TWO HUNDRED THIRTY-TWO THOUSAND PESOS (Php232,000.00)** and that it has the mandate to deliver the services required by said proposal as well as it owns the function rooms, guest rooms, food and beverage services and other facilities required for the event and that it complies with all the required general conditions as provided for in RA No. 9184 – Government Procurement Reform Act and its Implementing Guidelines under the Agency-to-Agency Agreements (Sec.53.5);

WHEREAS, the BAC recommended to the Regional director, as the Head of the Procuring Entity, the award of the project via Negotiated Procurement (Agency-to-Agency) for the lease of venue including food and accommodation to the **BOY SCOUT OF THE PHILIPPINES (BP INTERNATIONAL – MAKILING)** in the amount of **TWO HUNDRED THIRTY-TWO THOUSAND PESOS ONLY (Php232,000.00)**. (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 September 5-6, 2024 to the 58 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;
2. Agree that it shall be charged or billed the total amount of **TWO HUNDRED THIRTY-TWO THOUSAND PESOS ONLY (PhP232,000.00)** 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 **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 4 **Inclusions in the services**

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

1. The Meals shall be:

- 1.1 Complete Meals (breakfast, AM snack, lunch, PM snack and dinner for **58** participants for day 1 and 2.
- 1.2 **First meal is breakfast** for September 5, 2024 and **Last meal is PM Snack** for September 6, 2024;
- 1.3 Buffet type with stand-by waiters for Breakfast, Lunch and Dinner;
- 1.4 AM snack and PM snack are with drinks
- 1.5 Free-flowing coffee, and/or tea and candies

2. The Function Room shall be:

- 2.1 Can accommodate at least 87 pax in a Plenary-U shape set-up
- 2.2 Well-lighted and well ventilated;
- 2.3 Availability of audio-visual equipment with stand-by assistant:
 - two (2) LCD projector with wide screens
 - at least two (2) whiteboard with markers and erasers;
 - Complete set sound system,
 - at least three (3) extensions cords for laptops;
 - three (3) wireless microphones; one (1) microphone stand; and Podium/lectern
- 2.4 Unlimited access to Internet/Wi-Fi in all areas of venue;
- 2.5 At least three (3) tables for the Secretariat (Registration area)
- 2.6 No pillars in the middle of the function room.

3. The Room Accommodation shall be:

- 3.1 At least 8 Single/Double Sharing rooms for participants (No Bed Sharing)
- 3.2 No bed mattress on the floor;
- 3.3 24-hours hot and cold shower, clean beddings, rooms and restrooms;

- 3.4 Room check-in time is 7:00 AM and check-out is 2:00 PM.

4. The following shall be provided:

- 4.1 Maintaining cleanliness-function hall, restrooms, sleeping quarters, hallway, coffee/tea area, and dining area;
- 4.2 Provision for backdrop for the activity; and Tarpaulin display at Project Site, not to exceed 3" x 4"; optional for Projects not exceeding 5 days (COA Circ. 2013-004);
- 4.3 Appropriate and sufficient parking area for VIP and other Guests;
- 4.4 24-hour security, front-desk, and housekeeping services;
- 4.5 Can fetch/transport resource speakers from their residences and transport them to the venue back and forth; and

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

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.

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;

- 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 _____, Philippines.

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

**Boyscout of the Philippines
(BP INTERNATIONAL-
MAKILING)**


ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director


CARIZA FERNANDEZ
Sales Representative

SIGNED IN THE PRESENCE OF:

EDUARDA M. ZAPANTA
Chief-ESSD
DepEd Region IV-A CALABARZON

REPUBLIC OF THE PHILIPPINES)
CITY OF MANILA)
_____) SS.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of CITY OF MANILA, this AUG 22 2024, personally appeared:

Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	<u>DepEd Office ID No. 4529876</u>	_____
<u>Cariza Fernandez</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. 113;
Page No. 33;
Book No. CXLIII
Series of 2024.


ATTY. GARY CAMITAN AURE
NOTARY PUBLIC CITY OF MANILA
ROLL NO. 60777, IBP LIFETIME NO. 14500-02/02/2016, PASIG CITY
PTR NO. 152787-01/02/2024-MANILA
COMMISSION NO. 2023-018-01/01/2023 UNTIL DEC 31 2024-MANILA
MCLE NO. VII-0001648-10/20/2317 VALID UNTIL APRIL 14, 2025, P.G.
OFFICE, BURGUNDY TRANSPACIFIC PLACE TAFT AVE. MALABO