



Republic of the Philippines
Department of Education
 REGION IV-A CALABARZON



Legal-CO01-2024-241

CONTRACT OF SERVICE

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into by and between:

DEPARTMENT OF EDUCATION, NATIONAL EDUCATORS ACADEMY OF THE PHILIPPINES (NEAP), REGION IV-A a component field office of the government entity known as the Department of Education organized under existing Philippine laws with office address at Malvar, Batangas and herein represented by its Regional Director, **ATTY. ALBERTO T. ESCOBARTE**. It shall be referred in this agreement as **FIRST PARTY**

-and-

DEPARTMENT OF EDUCATION, CENTRAL OFFICE, a component field office of the government entity known as the Department of Education organized under existing Philippine laws with principal address at G/F Alonzo Building, DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Chief Administrative Officer, BHRD-Personnel Division, **ALBERT JEROME C. ANDRES**, herein after referred to as the **SECOND PARTY**.

WITNESSETH

WHEREAS, the **SECOND PARTY** will be conducting the **WRITESHOP ON THE OFFICE ORDER OF RSA GUIDELINES IN THE DEPARTMENT OF EDUCATION - CENTRAL OFFICE** on **August 14 to 16, 2024**.

WHEREAS, the **SECOND PARTY** desires to make use of the facilities and services of the DepEd Region IV-A-NEAP for the accommodation of its participants;

WHEREAS, DepEd Order No. 15, s. 2017 otherwise known as **Guidelines on the Allocation of Funds for Venue, Meals, and Snacks, and Room Accommodation for official Activities Organized and Conducted by the Department of Education** as amended by DepEd Order No.2, s. 2018 provides that for activities utilizing DepEd training venues such as the Regional Education Learning Centers (RELCs), Applied Nutrition Center, ECOTECH Center, National Educators Academy of the Philippines (NEAP), and Baguio Teachers Camp (BTC), the allowable rates for facilities, meals and snacks, and room accommodation per participant per day shall not exceed One Thousand Five Hundred Pesos (P1,500.00).

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 First Party

The **First Party** shall:

1. Provide food, accommodation, facilities and equipment on **August 14 to 16, 2024** to the participants of the **Second Party**. The details



Address: Gate 2, Karangalan Village, Cainta, Rizal
 Telephone No.: 02-8682-2114
 Email Address: region4a@deped.gov.ph
 Website: depedcalabarzon.ph



Certificate No. PHP QMS
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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 circumstance.

3. Maintain the security of the participants for duration of the use of the facilities and equipment.

Section 2 Responsibilities of the Second Party

The **Second Party** shall:

1. Pay the **First Party** the guaranteed number of participants;
2. Agrees that it shall be charged or billed the total amount of **ONE HUNDRED THOUSAND SEVEN HUNDRED FIFTY PESOS ONLY (PhP100,750.00)** for the use of the facilities and services from August 14 to 16, 2024; and
3. Exercise strict discipline, close supervision and exclusive control and administration over its personnel and participants in accordance with law, ordinances and pertinent government rules and regulations as well as the rules and policies laid down by the **First Party** on the matter.

Section 3 Terms of Payment

The **Second Party** binds itself to pay the **First Party** within ten (10) days after the conclusion of the training/seminar. The **Second Party** hereby understands that the focal person must be the one responsible for the immediate processing of payments. Failure to do so may be a ground for the **First Party** to file appropriate administrative, civil and criminal actions against the **Second Party** and/or the focal person.

Section 4 Inclusions in the services

The **First Party** shall provide for the following:

- a. **The meals shall be:**
 - a.1 Complete meal (breakfast, AM snacks, lunch, PM snacks and dinner) for **31** participants;
 - a.2 First meal is **lunch** of August 14, 2024 and last meal is **lunch** of August 16, 2024;
 - a.3 Manage buffet with stand-by waiters during breakfast, lunch and dinner; and
 - a.4 Unlimited brewed coffee, tea, and mineral water
- b. **The lodging shall be:**
 - b.1 Double sharing rooms (single bed only);
 - b.2 No mattress on the floor;
 - b.3 Clean and sanitized room, including the beddings, linens and restroom; and
 - b.4 supplied with basic toiletries such as towel, soap, shampoo and others.

c. The function hall/Facilities shall be:

- c.1** Well-lighted, and well-ventilated;
- c.2** with sufficient space to accommodate at **31** pax;
- c.3** with available audio-visual equipment with stand-by personnel to assist in the operation of:
 - c.3.1** LCD or overhead projectors and white screen;
 - c.3.2** serviceable and wireless microphones and complete set of sound system;
- c.4** with fast and reliable internet or wi-fi connection in all area of the venue;
- c.5** with at least one (1) table for the secretariat (registration)
- c.6** without pillars in the middle of the function room.

d. The following shall be provided:

- d.1** Training tables and chairs, Air-conditioning unit;
- d.2** Whiteboards with markers and erasers;
- d.3** Microphones and microphone stand;
- d.4** Extension cords;
- d.5** Podium or lectern.

Section 5

Use of Parking Space

The **First Party** 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 Agreement hereby represents and warrants to the other that it is duly authorized and empowered to execute, deliver and perform this Agreement 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 Agreement constitutes a valid and binding obligation between the parties.

Section 9

Other conditions of the contract

- a. The **Second Party** warrants the peaceful occupation of the NEAP CALABARZON and in case of any damage caused to the said facilities, equipment and accommodation other than those caused by accident, force majeure, ordinary wear and

tear, the **Second Party** shall be liable for the payment of the damaged portion thereon;


- b. The **First Party** is not liable for the loss and damage to the properties of the participants of the **Second Party** for the duration of the activity. Consequently, the **Second Party** as well as the participants shall exercise extraordinary diligence in the securing their properties while inside the premises.
- c. Necessary medical services and facilities shall be the responsibility and for the account of the **Second Party**; and
- d. The **Second Party** shall cause the notarization of this contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands, this day of 13 AUG 2024 at PASIG CITY, Philippines.


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

**Department of Education
Central Office**


ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director


ALBERT JEROME C. ANDRES
Chief Administrative Officer
BHROD-Personnel Division

SIGNED IN THE PRESENCE OF:


JISELA N. ULPINA
Education Program Supervisor
OIC-Chief, HRDD/NEAP-R
DepEd Region IV-A CALABARZON


SHERRY MAB M. GONZALES
ADMINISTRATIVE OFFICER IN CHARGE
8-7-2024
SMG

Republic of the Philippines
PASIG CITY.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of PASIG CITY, this 13 AUG personally appeared:

Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	DepEd Office ID No. 4529876	_____
<u>Albert Jerome C. Andres</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 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. XIX
Series of 2024.
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Neil Tanangit Albofera
ATTY. NEIL TANANGIT ALBOFERA
 NOTARY PUBLIC
 Until December 31, 2025
 Pasig City and in the Municipality of Pateros, Metro Manila
 PTR No. 1357680 / Pasig City/01 -02-2024
 IBP No. 325487; 12/06 /2023 (MD for 2024)
 Admitted to the Philippine Bar on 04/12/2022
 Roll of Attorney No. 76228
 TIN No. 242 -007-260-000
 G/F Pasig City Hall, Brgy. San Nicolas, Pasig City
 Appointment No. 58 (2024-2025)
 Cellphone No. 0977 -634-4229