



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



Legal-CO01-2024-513

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**.

WITNESSETH

WHEREAS, the **CLIENT** has undertaken the procurement of **LEASE OF VENUE WITH FOOD AND ACCOMMODATION** for the **“REGIONAL ASSESSORS’ TRAINING FOR EXPANDED CAREER PROGRESSION SYSTEM FOR TEACHERS”** on **December 17 to 20, 2024** to be conducted by the **Client**.

WHEREAS, the Approved Budget for the Contract (ABC) is **EIGHT HUNDRED NINETY-SIX THOUSAND PESOS ONLY (PhP896,000.00)**;

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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Certificate No. PHP QMS
22 93 0085

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 end-user, 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 **EIGHT HUNDRED NINETY-SIX THOUSAND PESOS ONLY (Php896,000.00)** 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 **EIGHT HUNDRED NINETY-SIX THOUSAND PESOS ONLY (Php896,000.00)**. (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

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) Letter of Cariza Fernandez-Milo;
- c) Authority to Procure;
- d) Request for Budget Approval;
- 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 December 17 to 20, 2024 to the **112** participants of the **Client**. The details and/or specifications of these services are provided under Section 5 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 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 at Project Site, not to exceed 3" x 4"; optional for Projects not exceeding 5 days (COA Circ.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.
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 **EIGHT HUNDRED NINETY-SIX THOUSAND PESOS ONLY (PhP896,000.00)** 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 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 Meals (breakfast, AM snack, lunch, PM snack and dinner as follows:

Date	Inclusions	No. of Pax
December 17 to 19, 2024	Accommodation with Buffet Breakfast, AM snack, Assisted Buffet for Lunch PM Snacks Dinner	112
December 20, 2024	Buffet Breakfast, AM snack, Assisted Buffet for Lunch PM Snack	112

- 1.2 **First meal is breakfast** for December 17, 2024 and **Last meal is PM Snack** for December 20, 2024;

2. Other concessions:

1. Room Accommodation room
 - Quad sharing with Separate bed
2. 1 Solo room
3. Free toiletries
4. 1 Complimentary/Function Hall
5. Complimentary use of 2 LCD & 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. Free spacious Parking area
13. Free use of extension cord

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
Settlement of Dispute

If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of this contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Any and all dispute arising from the implementation of a contract shall be submitted to arbitration in the Philippines according to

the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004." By mutual agreement, the parties agree in writing to resort to other alternative modes of dispute resolution.

Section 9
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 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, the parties have hereunto set their hands, this day of 16 DEC 2024 at MAKATI CITY, Philippines.

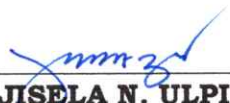
**Department of Education
Region IV-A CALABARZON**

**Boy Scout of the Philippines
(BP International-Makiling)**


ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director


CARIZA FERNANDEZ-MILO
Authorized Representative

SIGNED IN THE PRESENCE OF:


JISELA N. ULPINA
OIC-Chief-ESSD
DepEd Region IV-A CALABARZON

REPUBLIC OF THE PHILIPPINES)
_____MAKATI CITY_____)SS.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of MAKATI CITY, this 16 DEC 2024, 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 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.44;
Page No.98;
Book No.10;
Series of 2024.

JS
ATTY. JOSELINO N. SUCION CPA
 NOTARY PUBLIC FOR MAKATI CITY
 UNTIL DECEMBER 31, 2025
 U-203 CARREON BLDG.
 2746 ZENAIDA ST., POBLACION, MAKATI CITY
 IBP NO. 384449/01/01/2024
 PTR NO. 10072076/01/02/2024
 MCLE COMPLIANCE NO. VII-0013028/04-14-2025
 ROLL NO. 60799
 APPOINTMENT NO. M-018