



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-

OUAN'S WORTH FARM AND FAMILY RESORT CORPORATION, a domestic corporation duly registered under the Philippine laws, with principal address at #133 Diversion Road, Maharlika H-Way, Barangay Mayao Kanluran, Lucena City, represented herein by its Hotel Sales Manager, **RUSHEL PINEDA**, hereinafter referred to as the **HOTEL COMPANY**.

WITNESSETH

WHEREAS, the **CLIENT** needs the services of a hotel company who will provide food and accommodation to the participants in the **"CONDUCT OF THE ORIENTATION ON THE SUPPLEMENTAL AND EXPANDED GUIDELINES OF DEPED ORDER NO. 40, S. 2012 CUM IMPLEMENTATION OF SAFE SPACES ACT IN BASIC EDUCATION"** on **MAY 14-16, 2025** to be conducted by the Client.

WHEREAS, the Approved Budget for the Contract (ABC) is **SIX HUNDRED TWELVE THOUSAND PESOS (Php612,000.00)**.

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 method 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, the Request for Quotation (RFQ) was posted in the Philippine Government Electronic Procurement System (PhilGEPS) on April 25, 2025, in the office website and conspicuous bulletin board in the premises of this Office starting on April 24, 2025 to April 28, 2025 at 9:00 a.m.

WHEREAS, RFQs were likewise sent to four (4) prospective suppliers namely:

1. Queen Margarett Hotel Inc.;
2. M.I. Sevilla Resort;
3. Lucena Fresh Air Hotel and Resort;
4. Ouan's Worth Farm and Family Resort Corporation.



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Certificate No. PHP QMS
22 93 0085

WHEREAS, three (3) suppliers submitted their respective proposals before the deadline for the submission of quotations, offering the following financial quotations, as read:

NAME OF BIDDER	AMOUNT OF BID	REMARKS
OUAN’S WORTH FARM AND FAMILY RESORT CORPORATION	Php514,080.00	Complying
MYDIVE TRAVEL AND TOURS INC.	Php601,800.00	Non-Complying in the specification
LUCENA FRESH AIR HOTEL	Php605,555.00	Non-Complying (Incomplete Filling-up on the Required Details of RFQ)

WHEREAS, upon evaluation or careful examination of the technical specification submitted by **OUAN’S WORTH FARM AND FAMILY RESORT CORPORATION**, the BAC found that it was compliant with the proposed amount of **FIVE HUNDRED FOURTEEN THOUSAND EIGHTY PESOS (Php514,080.00)**.

WHEREAS, after review and deliberation on the proposals, **OUAN’S WORTH FARM AND FAMILY RESORT CORPORATION** complied with the requirements and is hereby declared as the Single Calculated and Responsive Quotation (SCRQ).

WHEREAS, the Client invited bids for the Procurement for the food and accommodation of the participants in the **“CONDUCT OF THE ORIENTATION ON THE SUPPLEMENTAL AND EXPANDED GUIDELINES OF DEPED ORDER NO. 40, S. 2012 CUM IMPLEMENTION OF SAFE SPACES ACT IN BASIC EDUCATION”** on May 14-16, 2025 and has accepted the bid/quotation of the Hotel Company for food and accommodation in the sum of **FIVE HUNDRED FOURTEEN THOUSAND EIGHTY PESOS (Php514,080.00)**. (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 accommodation on May 14-16, 2025 to the participants, of the **Client**. The details 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 circumstances.
3. Provided with personnel to:
 - 3.1 maintain cleanliness in the function hall, restrooms, sleeping quarters, hallway, pantry, and dining area;
 - 3.2 Provision for backdrop for the activity; and Tarpaulin display at Project Site, not to exceed 3” by 4”; optional for Projects not exceeding 5 days (COA Cric. 2013-004);
 - 3.3 assist participants and guest with special conditions, breastfeeding moms, PWDs, and other emergency situation;

- 3.4 respond to safety and security requirements of the government;
 - 3.5 appropriate and sufficient parking area for VIPs and guests; and
 - 3.6 with 24-hour security, front-desk and housekeeping services
4. Do such other acts which are necessary in the performance of the above functions as well as those obligations arising from this contract.

Section 2 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 **FIVE HUNDRED FOURTEEN THOUSAND EIGHTY PESOS (Php514,080.00)** for the whole duration of the event.
- 3. Exercise strict discipline, close supervision and exclusive control and administration over its participants 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 **Hotel Company** hereby understands that the focal person must be the one responsible for the immediate processing of payments.

Section 4 Specification of the services

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

- a. **The meals shall be:**
 - a.1 complete meal (breakfast, AM snacks, lunch, PM snacks and dinner) to the **102** participants of the Client;
 - a.2 first meal is **breakfast** of May 14, 2025 and last meal is **PM snacks** of May 16, 2025;
 - a.4 served by any type of buffet with stand-by waiters during breakfast, lunch and dinner;
 - a.5 with Unlimited coffee, purified drinking water, tea or chocolate drink and candies, with assistance of stand-by waiters;
 - a.6 AM and PM Snacks with drinks.
- b. **The Lodging shall be:**
 - b.1 at least 6 single/double sharing rooms;
 - b.2 at least 32 triple sharing rooms for participants;
 - b.3 no bed mattress on the floor;

- b.4** with 24-hour hot and cold shower and clean beddings, rooms and restroom.

c. The Function Hall and Facilities shall be:

- c.1** can accommodate 102 pax in a Training-Workshop set-up;
- c.2.** well-lighted and well ventilated;
- c.3** with available audio-visual equipment with stand-by personnel to assist in the operation of:
 - c.3.1** at least two (2) LCD projector and wide screen;
 - c.3.2** at least four (4) whiteboards with marker/s and erasers;
 - c.3.3** complete set sound system, at least 4 extension for laptops;
 - c.3.4** four (4) wireless microphones and 2 microphone stands;
 - c.3.4** Podium/lectern
- c.4** with unlimited access to internet connection and have Wi-Fi in all areas of the venue;
- c.5** no pillars in the middle of the function room.
- c.6** providing four (4) tables for the Secretariat (Registration Area).

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

Settlement of Dispute

If any dispute of 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 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**


ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director

**Ouan's Worth Farm
and Family Resort**


RUSHEL PINEDA
Sales Manager
Authorized Representative

SIGNED IN THE PRESENCE OF:


MICHAEL GIRARD R. ALBA
Chief, FTAD
DepEd Region IV-A CALABARZON

Republic of the Philippines
LUCENA CITY S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of LUCENA CITY, this _____, personally appeared:


Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	<u>DepEd Office ID No. 4529876</u>	_____
<u>Rushel Pineda</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.

Doc. No. 389;
Page No. 79;
Book No. 4;
Series of 2025.


ATTY. MARK ANTHONY D. FALLER
NOTARY PUBLIC
FOR LUCENA CITY & QUEZON PROVINCE
Until December 31, 2025
Roll of Attorney's No. 90795
IBP O.R No. 499539; 01/06/2025
PTR No. 1356755; 01/06/2025; Lucena City
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