



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



Legal-CO01-2024-101

**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 **CLIENT**.

-and-

**AZTECO CORPORATION (AXIAA HOTEL)**, with principal address at 135 West Ave., Barangay Bungad, Quezon City, represented herein by its Authorized Representative, **JENNY LUSUAN**, 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 **“CONDUCT OF SCREENING AND EVALUATION PROCESS FOR THE 9<sup>th</sup> DEPED CALABARZON GAWAD PATNUGOT NOMINEES (STAGE 1)”** on **April 17-18, 2024**;

**WHEREAS**, the Approved Budget for the Contract (ABC) is **TWO HUNDRED THOUSAND PESOS ONLY (Php200,000.00)**;

**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 methods 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 System (PhilGEPS) on March 27, 2024, office website and conspicuous bulletin board in the premises of DepEd Region IV-A CALABARZON starting March 26, 2024 to April 2, 2024;

**WHEREAS**, RFQs were sent to at least three (3) prospective suppliers namely:

1. Red Hotel;
2. Sunrise Ridge Corporation (Soleste Suites); and
3. Azteco Corporation (Axiaa Hotel).

**WHEREAS**, two (2) suppliers submitted their respective proposals before the deadline for the submission of bids, offering the following financial bids, as read:



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  
 22 93 0085

| NAME OF BIDDER                             | AMOUNT OF BID |
|--|---------------|
| Azteco Corporation (Axiaa Hotel)           | PhP155,000.00 |
| Sunrise Ridge Corporation (Soleste Suites) | PhP199,500.00 |

**WHEREAS**, upon evaluation or careful examination of the technical specification submitted by **AZTECO CORPORATION (AXIAA HOTEL)**, the BAC found that it was complying with the proposal amount of **ONE HUNDRED FIFTY-FIVE THOUSAND PESOS ONLY (PhP155,000.00)**.

**WHEREAS**, after review and deliberation on proposal **AZTECO CORPORATION (AXIAA HOTEL)** complied with the requirements and is hereby declared as the Lowest Calculated and Responsive Bidder (LCRB);

**WHEREAS**, the Entity invited Bids for the Procurement for the hotel accommodation of the participants in the **"CONDUCT OF SCREENING AND EVALUATION PROCESS FOR THE 9<sup>TH</sup> DEPED CALABARZON GAWAD PATNUGOT NOMINEES (STAGE 1)"** on April 17-18, 2024 and has accepted a Bid by the Hotel Company for food and hotel accommodation in the sum of **ONE HUNDRED FIFTY-FIVE THOUSAND PESOS ONLY (PhP155,000.00)**. (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 April 17-18, 2024 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
2. Agrees that it shall be charged or billed the total amount of **ONE HUNDRED FIFTY-FIVE THOUSAND PESOS ONLY (PhP155,000.00)** 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 **Hotel**

**Company** 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:

- a. The meals shall be:**
- a.1** complete meal (breakfast, AM snacks, lunch, PM snacks and dinner) to the **fifty (50)** participants of the **Client**;
  - a.2** manage buffet for breakfast, lunch and dinner ;
  - a.3** first meal is **breakfast** of April 17, 2024 and last meal is **PM snack** of April 18, 2024;
  - a.4** unlimited coffee/tea/chocolate drink and candies setups;
- b. The Lodging shall be:**
- b.1** twin to triple sharing rooms (single beds only)
  - b.2** no mattress on the floor and no bed sharing
  - b.3** 24-hours hot and cold shower, clean beddings, rooms and restroom
- c. The Function Hall and Facilities shall be:**
- c.1** can accommodate at least 60 participants in a plenary set-up;
  - c.2** two (2) serviceable/wireless microphones and complete sound system;
  - c.3** at least one (1) whiteboard
  - c.4** at least one (1) DLP projectors and screens;
  - c.5** group workshop tables;
  - c.6** fast and reliable internet connections (at least 50 mbps)
  - c.7** able and willing to ensure provisions for participants and guest with special conditions, breastfeeding moms, PWDs, and during emergency situations; and
  - c.8** responsive to safety and security requirements of the government; and
- d. Other shall be provided:**
- d.1** maintaining cleanliness-function hall, restrooms, sleeping quarters, hallway, tea/chocolate/coffee area, and dining area;
  - d.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);
  - d.3** appropriate and sufficient parking area for VIP and other guests; and
  - d.4** accessible means of transportation for the RO participants (Quezon City).

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 of it enforceable in accordance with its terms.


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 19.6 APR 2024 at \_\_\_\_\_, Philippines.

QUEZON CITY

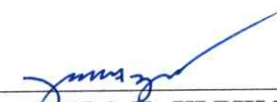
**Department of Education  
Region IV-A CALABARZON**

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

**Azteco Corporation  
(Axiaa Hotel)**

  
**JENNY LUSUAN**  
Sales Director  
Authorized Representative

**SIGNED IN THE PRESENCE OF:**

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

  
**AXEL JANSEN LUSUAN**

Republic of the Philippines  
QUEZON CITY S.S.

**ACKNOWLEDGMENT**

**BEFORE ME**, a Notary Public for and in the City of QUEZON CITY, this 16 APR 2024, personally appeared:

| Name                              | Identification No.                    | Expiration Date    |
|-----------------------------------|---------------------------------------|--------------------|
| <b>Atty. Alberto T. Escobarte</b> | DepEd Office ID No. 4529876           | _____              |
| <b>Jenny Lusuan</b>               | <i>River's Licence NO 4-03-066304</i> | <i>Dec 5, 2032</i> |

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.

*[Signature]*  
 Doc. No. ....  
 Page No. ....  
 Book No. ....  
 Series of 2024.  
*[Signature]*

*[Signature]*  
 Atty. RIZAL JOSE F. VALMORES  
 NOTARY PUBLIC  
 UNTIL DECEMBER 31, 2024  
 ADM. MATTER NO. 153  
 PTR NO. 5091994D 01-02-2024/ Q.C.  
 IBP NO. 329024-12-15-2023/Q.C.  
 ROLL NO. 28435  
 MCLE NO. VII-0030835-09-08-2023