



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



PU-CO01-2024-215

**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-

**AZTECO CORPORATION (AXIAA HOTEL)**, with principal address at 135 West Ave., Barangay Bungad, Quezon City, represented herein by its Director of Sales, **JENNY LUSUAN**, 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 WITH FOOD AND ACCOMODATION** for the **“R4A CALABARZON REGIONAL DEVELOPMENT AND QUALITY ASSURANCE OF LESSON SCRIPTS FOR NRP, NRM AND CUF on JULY 5-14, 2024 and JULY 15-19, 2024”**;

**WHEREAS**, the Approved Budget for the Contract (ABC) for each lot as follows:

<b>LOT I</b>	<b>Php7,200,000.00</b>
<b>LOT II</b>	<b>Php3,600,000.00</b>

**WHEREAS**, Rule XVI, Section 48.2 of the IRR of RA 9184, otherwise known as the “Government Procurement Reform Act of 2003” provides the general rule that public bidding is the general mode of procurement. However, the same section allows procuring entities to resort to alternative methods of procurement such as Negotiated Procurement subject to the approval of the Head of Procuring Entity;

**WHEREAS**, Rule XVI, Section 53.10 of the IRR of RA 9184 allows Negotiated Procurement under Lease of Real Property and Venue as a mode of procurement subject to the approval of the Head of the Procuring Entity;

**WHEREAS**, the 2016 Revised IRR of RA 9184, particularly Section 10, Rule IV thereof, states that all procurements shall be done through Competitive Bidding;

**WHEREAS**, Section 12.1 (j) Rule V of the 2016 Revised IRR of RA 9184 states that in proper cases, the Bids and Awards Committee (BAC) shall recommend to the Head of the Procuring Entity (HOPE) the use of Alternative Methods of Procurement as provided in Rule XVI thereof;

**WHEREAS**, Section 53, rule XVI of the 2016 Revised IRR 9184 states that for purposes of economy and efficiency, the agency concerned may adopt Alternative Methods of Procurement such as Negotiated Procurement;



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 Telephone No.: 02-8682-2114  
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**WHEREAS**, Section 53.10, Rule XVI of the 2016 Revised IRR 9184 states that Negotiated Procurement under the Lease of Real Property and Venue for official use, subject to Annex "H" of the 2016 IRR;

**WHEREAS**, pursuant to the specific guidelines for the Alternative Methods of Procurement, Item V-D 9(b)(i) of Annex "H" in the 2016 Revised IRR of RA No. 9184, states that:

*"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**, the BAC with the end-user decided to cater the services of the privately-owned venue that complies with the requirements of the end-user;

**WHEREAS**, the BAC, through its Secretariat, initiated the procurement activity by sending the Request for Quotation (RFQ) to three (3) prospective suppliers. The three (3) prospective suppliers are as follows: (1) Red Hotel; (2) Axiaa Hotel; and (3) Camelot Hotel;

**WHEREAS**, the RFQ was posted in the Philippine Government Electronic Procurement System (PhilGEPS), on June 27, 2024, office website and conspicuous bulletin board in the premises of this Office starting on June 26, 2024 to July 1, 2024;

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

NAME OF BIDDER	LOT	AMOUNT OF BID
Azteco Corporation (Axiaa Hotel)	I	Php6,444,000.00
	II	Php3,222,000.00
Great Eastern Hotel, Inc.	I	Php6,462,000.00
	II	Php3,231,000.00

**WHEREAS**, the BAC ordered the BAC Secretariat to forward to the end-user the RFQs submitted by prospective bidders for their ocular inspection of the venue;

**WHEREAS**, on July 1, 2024, the end-user conducted an ocular inspection at **AZTECO CORPORATION (AXIAA HOTEL)** and rated the venue in accordance with the technical specification pursuant to Appendix "B" of Annex "H" of the Consolidated Guidelines for the Alternative Methods of Procurement;

**WHEREAS**, based on the result of the ocular inspection reflected in the Rating Factors and Determination of Reasonableness of Rental Rate, **AZTECO CORPORATION (AXIAA HOTEL)** rated with the score of 93.35, the report containing the result of the evaluation and its attachments is attached hereto as Annex "A" and made an integral part hereof;

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

**WHEREAS**, the Entity invited Bids for the Procurement of Lease of Venue (food and accommodation) of the participants, in the "**R4A CALABARZON REGIONAL DEVELOPMENT AND QUALITY ASSURANCE OF LESSON SCRIPTS FOR NRP, NRM AND CUF on JULY 5-14, 2024 and JULY 15-19, 2024**" and has accepted a Bids of **AZTECO CORPORATION (AXIAA HOTEL)** for the Lease of Venue (food and accommodation) in the sum of **SIX MILLION FOUR HUNDRED FORTY-FOUR**

**THOUSAND PESOS (Php6,444,000.00) for Lot I and THREE MILLION TWO HUNDRED TWENTY-TWO THOUSAND PESOS (Php3,222,000.00) for Lot II. (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 July 5-14, 2024 and July 15-19, 2024 to the Three Hundred Sixty (360) 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 actual number of participants
2. Agree that it shall be charged or billed the amount of **ONE THOUSAND SEVEN HUNDRED NINETY PESOS ONLY (Php1,790.00) per participant per day**;
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 **360** participants;
  - 1.2 First meal is Breakfast for July 5, 2024 and Last meal is PM Snack for July 19, 2024;
  - 1.3 Buffet type with stand-by waiters for Breakfast, Lunch and Dinner;
  - 1.4 Free-flowing coffee, and/or tea
  - 1.5 Candies, AM and PM Snacks are with drinks

**2. The Function Room shall be:**

- Conference set-up and can accommodate at least 360 participants;
- Well-lighted and well ventilated;
- Availability of audio-visual equipment with stand-by assistant such as: **(1)** two (2) LCD projector with wide screens; **(2)** one (1) whiteboard with markers and erasers; **(3)** Complete set sound system, ten (10) extensions cords for laptops and printers; **(4)** four (4) wireless microphones; **(5)** one (1) microphone stand; and **(6)** Podium/lectern
- Strong and unlimited access to Internet/Wi-Fi in all areas of venue with a minimum of 150 mbps;
- Classroom type set-up while round table set up.

**3. The Room Accommodation shall be:**

- Triple single sharing rooms that can accommodate 360 participants;
- No bed mattress on the floor;
- 24-hours hot and cold shower, clean beddings, rooms and restrooms;

**4. The following shall be provided:**

- 4.1 Maintaining cleanliness-function hall, restrooms, sleeping quarters, hallway, coffee/tea area, and dining area;
- 4.2 Appropriate and sufficient parking area for VIP and other Guests;
- 4.3 24-hour security, front-desk, and housekeeping services; and
- 4.4 Free Tarpaulin at least 2 pcs with 9x12 meter as complementary.

## 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 amicable 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 03 JUL 2024 at QUEZON CITY, Philippines.

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

**AZTECO CORP.  
(AXIAA HOTEL)**



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



**JENNY LUSUAN**  
Director of Sales

SIGNED IN THE PRESENCE OF:



**VIERNALYN M. NAMA**  
Chief, CLMD  
DepEd Region IV-A CALABARZON



REPUBLIC OF THE PHILIPPINES )  
QUEZON CITY ) SS.

**ACKNOWLEDGMENT**

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

<b>Name</b>	<b>Identification No.</b>	<b>Expiration Date</b>
<u>Atty. Alberto T. Escobarte</u>	<u>DepEd Office ID No. 4529876</u>	_____
<u>Jenny Lusuan</u>	<u>Driver's License NO4-03-006304</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. 144  
Page No. 21  
Book No. XVI  
Series of 2024.

**Notary Public**  
Atty. RIZAL JOSE H. 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