



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



Legal-CO01-2024-466

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) a duly registered domestic corporation under the Philippine laws, 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** has undertaken the procurement of **LEASE OF VENUE WITH FOOD AND ACCOMODATION** for the **“WORKSHOP ON THE DEVELOPMENT OF RESOURCE PACKAGE FOR TEACHERS TEACHING MULTIGRADE”** on **November 21 to 24, 2024** to be conducted by the **Client**.

WHEREAS, the Approved Budget for the Contract (ABC) is **FOUR HUNDRED SIXTY-EIGHT THOUSAND PESOS ONLY (PhP468,000.00)**;

WHEREAS, Rule XVI, Section 48.2 of the IRR of R.A. 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 the Procuring Entity;

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

WHEREAS, the BAC through its Secretariat, initiated the procurement activity by requesting of quotation to four (4) prospective suppliers as follows: (1) Red Hotel Inc.; (2) Sequoia Manila Bay; (3) Axiaa Hotel; and (4) Ramada by Wyndham Manila Central.

WHEREAS, only one (1) supplier submitted its proposal before the deadline for the submission of quotations, offering the following financial bid, as read:

NAME OF BIDDER	AMOUNT
Axiaa Hotel	PhP468,000.00



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

WHEREAS, on November 5, 2024, the end-user submitted a report for the ocular inspection of **AZTECO CORPORATION (AXIAA HOTEL)** with the attached rating of 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 **93.95**;

WHEREAS, 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 of the proposals and report submitted, **AZTECO CORPORATION (AXIAA HOTEL)** complied with the requirements and is hereby declared as the Single Calculated and Responsive Quotation (SCRQ);

WHEREAS, the Client invited Quotation for the Procurement of Lease of Venue with food and accommodation of the participants, in the "**WORKSHOP ON THE DEVELOPMENT OF RESOURCE PACKAGE FOR TEACHERS TEACHING MULTIGRADE**" on **November 21 to 24, 2024** and has accepted a Quotation of the **Hotel Company** for the Lease of Venue with food and accommodation in the sum of **FOUR HUNDRED SIXTY-EIGHT THOUSAND PESOS ONLY (PhP468,000.00)**. (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 the 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) Abstract of Quotation;
- c) Ocular Inspection for Lease of Venue and its attachments;
- d) Request for Quotation;
- e) Technical Specifications;
- f) Other contract documents that may be required by existing laws and/or the Entity.

shall form part of this contract.

Section 2

Responsibilities of the Hotel Company

The **Hotel Company** shall:

1. Provide food and hotel accommodation on November 21 to 24, 2024 to the guaranteed number of 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. Provide with personnel to:

- 3.1 maintain cleanliness in the function hall, restrooms, sleeping quarters, hallway, pantry, and dining area;
 - 3.2 with sufficient parking area for VIP and other guests;
 - 3.3 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 **FOUR HUNDRED SIXTY-EIGHT THOUSAND PESOS ONLY (PhP468,000.00)** 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 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:

Meals	Date/s	No. of pax
Breakfast AM Snack Lunch PM Snacks	November 22, 23, 24, 2024	78
Dinner	November 21, 22, 23, 2024	

- 1.2 First meal is **dinner** of November 21, 2024, and Last meal is **PM snack** of November 24, 2024;
- 1.3 Served by manage buffet with stand-by waiters during breakfast, lunch and dinner;

- 1.4 With unlimited coffee, purified drinking water, tea or chocolate drink and candies with assistance of stand-by waiters

5. The Function Hall and Facilities shall be:

- 3.1** well-lighted and well ventilated;
- 3.2** with sufficient space to accommodate at least 30-100 pax,;
- 3.3** with available audio-visual equipment with stand-by personnel to assist in the operation of:
 - 3.3.1** at least two (2) LCD projector and wide screen;
 - 3.3.2** Three (3) serviceable and wireless microphones, microphone stand, 10 extension cords and complete set of sound system;
 - 3.3.3** Podium/lectern
 - 3.3.4** At least 1 whiteboards and marker/s and erasers
- 3.4** with fast and reliable internet connection in all areas of the venue (at least 200 mbps for 51 to 100 users
- 3.5** with at least one (1) table for the secretariat (registration Area);
- 3.6** without pillars in the middle of the function room;
- 3.7** accessible comfort rooms;
- 3.8** Complimentary room for storage of equipment and supplies

2. The Room Accommodation shall be:

- 3.1 At least double/twin sharing rooms with single bed only;
- 3.2 No bed mattress on the floor and no bed sharing;
- 3.3 With 24-hours hot and cold shower, clean beddings, rooms and restrooms;

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.

20 NOV 2024 **IN WITNESS WHEREOF**, the parties have hereunto set their hands, this day of CITY OF MANILA, Philippines.


**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:


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


Christine Cerilla

REPUBLIC OF THE PHILIPPINES)
(CITY OF MANILA) SS.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of CITY OF MANILA, this 20 NOV 2024, personally appeared:


Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	<u>DepEd Office ID No. 4529876</u>	_____
<u>Jenny Lusuan</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. CITY OF MANILA 20 NOV 2024

Doc. No. 371
Page No. 75
Book No. XXIV
Series of 2024.


ATTY. GARY CANTAN AURE
 NOTARY PUBLIC, CITY OF MANILA
 ROLL NO. 80277, REP. LIFE TIME NO. 14589-02/02/2016, PASIG CITY
 PTR NO. 1527767-01/02/2024-MANILA
 COMMISSION NO. 2023-010-01/01/2023 UNTIL DEC 31, 2024-MANILA
 MCLE NO. VII-001648-10/20/2019 VALID UNTIL APRIL 14, 2025, P.C
 OFFICE: BURGUNDY TRANSPACIFIC PLACE TAFT AVE. MALATE, MIA