



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



Legal-CO01-2024-480

**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 domestic corporation duly registered 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** needs the services of a hotel company who will provide food and hotel accommodation to the participants in the **“EXECUTING EXCELLENCE TOWARDS PROGRAM RESILIENCY: A HOLISTIC APPROACH TO PROGRAM IMPLEMENTATION, MONITORING, AND ASSESSMENT IN ESSD PROGRAMS, PROJECTS AND ACTIVITIES (PPAs)”** on **December 10 to 13, 2024** to be conducted by the Client.

**WHEREAS**, the Approved Budget for the Contract (ABC) is **FOUR HUNDRED THIRTY-EIGHT THOUSAND PESOS ONLY (PhP438,000.00)**;

**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 November 14, 2024, at the website of DepEd Region IV-A CALABARZON, and conspicuous bulletin board in the premises of DepEd Region IV-A CALABARZON on November 13 to 19, 2024;

**WHEREAS**, RFQs were sent to six (6) prospective suppliers namely:

1. Madison 101 Inc.;
2. Red Hotel;
3. Tagaytay Automart Inc. – Tagaytay Country Hotel;
4. Mendez/Sunny Glades Properties Corp. (Tagaytay Haven Hotel);
5. L&B International Tourist Hotel Inc. (Camelot Hotel); and
6. Azteco Corporation (Axiaa Hotel).

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

<b>NAME OF BIDDER</b>	<b>AMOUNT OF BID</b>
Azteco Corporation (Axiaa Hotel)	PhP400,225.00
L&B International Tourist Hotel Inc. (Camelot Hotel)	PhP430,675.00
Sunny Glades Properties Corp. (Tagaytay Haven Hotel)	PhP409,325.00

**WHEREAS**, upon evaluation or careful examination of the technical specification submitted by **AZTECO CORPORATION (AXIAA HOTEL)**, the BAC found that it was compliant with the proposed amount of **FOUR HUNDRED THOUSAND TWO HUNDRED TWENTY-FIVE PESOS ONLY (PhP400,225.00)**;

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

**WHEREAS**, the Client invited bids for the Procurement for the hotel accommodation of the participants in the **“EXECUTING EXCELLENCE TOWARDS PROGRAM RESILIENCY: A HOLISTIC APPROACH TO PROGRAM IMPLEMENTATION, MONITORING, AND ASSESSMENT IN ESSD PROGRAMS, PROJECTS AND ACTIVITIES (PPAs)”** on December 10 to 13, 2024 and has accepted the bid/quotation of the Hotel Company for food and hotel accommodation in the sum of **FOUR HUNDRED THOUSAND TWO HUNDRED TWENTY-FIVE PESOS ONLY (PhP400,225.00)**. (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) Abstract of Quotation;
- c) Certification of Postings;
- d) Request for Quotation;
- e) Technical Specifications;
- f) All other documents already submitted by the Hotel Company and to be required to be submitted after the contract 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 10 to 13, 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.

3. Provided with personnel to:
  - 3.1 maintain cleanliness in the function hall, restrooms, sleeping quarters, hallway, pantry, and dining area;
  - 3.2 respond to safety and security requirements of the government;
  - 3.3 appropriate and sufficient parking area for VIPs and guests; and
  - 3.4 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 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 THOUSAND TWO HUNDRED TWENTY-FIVE PESOS ONLY (PhP400,225.00)** 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 **Hotel Company** 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:

**a. The meals shall be:**

- a.1** Complete meal (breakfast, AM snacks, lunch, PM snacks and dinner) to the participants as follows:

Date/s	Description	No. of pax
December 10, 2024	Breakfast AM snack Lunch PM snack	224
	Dinner	39
December 11, 2024	Breakfast AM snack Lunch PM snack	39

	Dinner	15
December 12, 2024	Breakfast AM snack Lunch PM snack Dinner	15
December 13, 2024	Breakfast AM snack Lunch PM snack	15

**a.2** First meal is **breakfast** of December 10, 2024 and last meal is **PM snacks** of December 13, 2024;

**a.3** Served by manage buffet with stand-by waiters during breakfast, lunch and dinner;

**a.4** with Unlimited coffee, purified drinking water, tea or chocolate drink and candies, with assistance of stand-by waiters

**b. The Lodging shall be:**

**b.1** At least 2 single sharing rooms for participants with single bed only;

**b.2** No mattress on the floor;

**b.3** with 24-hour hot and cold shower and clean beddings, rooms and restroom

**c. The Function Hall and Facilities shall be:**

**c.1** well-lighted and well ventilated;

**c.2** with sufficient space to accommodate at least 224 pax with sound system, 2 projector screens, and 3 available microphone, no obstruction such as columns and oter infrastructure alike;

**c.3** Convertible to 8-sub groups;

**c.4** with available audio-visual equipment with stand-by personnel to assist in the operation of:

**c.3.1** One (1) LCD projector and wide screen;

**c.3.2** At least 2 whiteboard with marker/s and eraser

**c.3.3** Three serviceable and wireless microphones, 2 microphone stands, 5 extension cords and complete set of sound system;

**c.3.4** Podium/lectern

**c.3.4** Red carpet on awardees' hallway from entrance to the stage

**c.4** with fast and reliable internet connection in all areas of the venue;

**c.5** with at least one (1) table for the secretariat (registration)

**c.6** without pillars in the middle of the function room.

## 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 \_\_\_\_\_ at \_\_\_\_\_, Philippines.

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

**Azteco Corporation  
(Axiaa Hotel)**



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



**JENNY LUSUAN**  
Sales Director  
Authorized Representative

**SIGNED IN THE PRESENCE OF:**



**EDUARDA M. ZAPANTA**  
Chief Education Supervisor, HRDD  
DepEd Region IV-A CALABARZON



**AXEL LUSUAN**

