

#### 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:

**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 Avenue, Bungad, Quezon City, represented herein by its Sales Director, **JENNY LUSUAN**, hereinafter referred to as the **HOTEL COMPANY**.

#### WITNESSETH

#### **OUOTATION EVALUATION REPORT**

Project Title: FOOD AND ACCOMMODATION FOR THE REGIONAL ORIENTATION ON THE ADMINISTRATION AND UTILIZATION OF RAPID MATHEMATICS ASSESSMENT

Date of Activity: October 15-16, 2025

Approved Budget for the Contract: Four Hundred Forty-Five Thousand Six Hundred Pesos (Php445,600.00)

Mode of Procurement: Small Value Procurement (SVP)

Name of Bidder: AZTECO CORPORATION (AXIAA HOTEL)

Bid Price:

Four Hundred Forty-Five Thousand Three Hundred Sixty-Two Pesos (Php445,362.00) Date of Opening and Evaluation: **September 29, 2025** 

Date Posted in the PhilGEPS: September 26, 2025

Date Posted in the Office Website and Conspicuous Bulletin: **September 25, 2025 to September 29, 2025** 

#### RFQ sent to five (5) prospective suppliers:

- 1. Great Eastern Hotel;
- 2. Azteco Corporation (Axiaa Hotel);
- 3. Red Hotel Inc.;
- 4. Sunrise Ridge Corporation (Soleste Suites); and
- 5. Madison 101 Hotel.







Address: Gate 2, Karangalan Village, Cainta, Rizal

Telephone No.: 02-8682-2114

Email Address: region4a@deped.gov.ph

Website: depedcalabarzon.ph



SUBMITTED QUOTATION/S:				
Name of Bidder	Amount of Bid	Remarks		
Azteco Corporation (Axiaa Hotel)	Php445,362.00	Complying		

LEGAL DOCUMENTS					
Documents Evaluated	Present	Absent	Findings/Remarks		
Business/Mayor's Permit	1	11	Comply		
PhilGEPS Registration Number	1		Comply		
Latest Income/Business Tax Return or Tax Clearance	1		Comply		
Notarized Omnibus Sworn Statement (OSS)	1		Comply		
Specifications	1		Comply		

Based on the findings above cited, **AZTECO CORPORATION (AXIAA HOTEL)** has submitted all the documents required. The undersigned **RECOMMEND** that the contract be awarded to **AZTECO CORPORATION (AXIAA HOTEL)** being compliant to the requirements declared as the Single Calculated and Responsive Quotation (SCRQ).

That the Client invited bids for the Procurement for the food and accommodation of the participants in the "REGIONAL ORIENTATION ON THE ADMINISTRATION AND UTILIZATION OF RAPID MATHEMATICS ASSESSMENT" on October 15-16, 2025 and has accepted the bid/quotation of the Hotel Company for food and accommodation in the sum of FOUR HUNDRED FORTY-FIVE THOUSAND THREE HUNDRED SIXTY-TWO PESOS (Php445,362.00). (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:

- Provide food and accommodation on October 15-16, 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. Provide 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 Circ. No. dated January 30, 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 FOUR HUNDRED FORTY-FIVE THOUSAND THREE HUNDRED SIXTY-TWO PESOS (Php445,362.00) 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 **40** on October 15-16, 2025 participants of the Client.
- a.2 complete meal (breakfast, AM snacks, lunch, and PM snacks) to the **111** on October 15, 2025 and **127** on October 16, 2025 participants of the Client.
- **a.3** serve by any type of buffet with stand-by waiters during breakfast, lunch and dinner.
- **a.4** first meal is **breakfast** of October 15, 2025 and last meal is **PM snacks** on October 16, 2025.

- 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 twenty (20) double sharing rooms (no sharing of bed);

b.2 no bed mattress on the floor; and

**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 Plenary Session: can accommodate 150 pax and small room can accommodate 45 pax in a conference 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 1 LCD projector for the small room and 1 LCD projector and wide screens or (LED if possible) for the plenary room

c.3.2 at least 1 whiteboard with marker/s and erasers.

- **c.3.3** complete set sound system, at least ten (10) extensions cords for laptops;
- **c.3.4** 4 microphones (2 wireless & 2 wired microphones), 2 microphone stands;

c.3.5 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** at least three (3) 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 Alternative Dispute Resolution (ADR) Clause

Both parties entered into this agreement in the spirit of mutual trust and understanding. The parties intend that all unforeseen matters, issues, and concerns that will arise in the future shall be resolved with mutual understanding. In case of conflict/dispute between the parties, it shall be resolved in a peaceful and amicable manner. Every earnest effort shall be made to amicably settle the conflict/dispute through peaceful dialogue and negotiation to accommodate the policies and intention of both parties.

In case of failure to settle the conflict/dispute through peaceful and amicable manner, such conflict/dispute shall be submitted for arbitration/mediation in accordance with Republic Act No. 9285, known as *Alternative Dispute Resolution Act of 2004*. Both parties mutually agree that the decision of the designated/chosen arbitrator/mediator is binding to them. The place of arbitration/mediation is exclusively in Cainta, Rizal.

No legal action may be instituted in any court/tribunal/quasijudicial body unless the arbitration/mediation has failed or waived by both parties in writing. Legal action for breach of this agreement shall only be instituted in the courts of competent jurisdiction in Cainta, Rizal to the exclusion of all other courts outside the judicial region.

# Section 8 Capacity and Authorization

The signatories to this contract hereby represent and warrant that they are 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;
- 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 1 0 OCT 2025at CITY OF MANILA, Philippines.

Department of Education Region IV-A CALABARZON

ATTY. ALBERTO T. ESCOBARTE CESO II

Regional Director

JENNY LUSUAN

AZTECO CORPORATION

(AXIAA HOTEL)

Sales Director

Attrib Teshne Cerillo Vales Manager

SIGNED IN THE PRESENCE OF:

VIERNALYN M. NAMA

Chief, CLMD

DepEd Region IV-A CALABARZON

Republic of the Philippines	
CITY OF MANILA	S.S.

#### **ACKNOWLEDGMENT**

BEFORE ME, a Notary Public for and in the City of MANILA, this, personally appeared:					
Name	Identification No.	Expiration Date			
Atty. Alberto T. Escobarte	DepEd Office ID No. 4529876				
Jenny Lusuan	River's Diense NO4-03-0	06304 12/5/2032			

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. ...,; Page No. ...,; Book No. ...,; Series of 2025.

ATTY, MARIELLE ENEUEL L. LAGUERTA

for City of Manila until/Dec. 31, 2025 Notarial Commission No. 2024-179

Tower 3, 3k, No. 181 N. Lopez St. Ermita, Manila IBP No. 488207 - Dec. 27, 2024for year 2025 PTR No. 2041441 - Jan. 2, 2025 at Manila

MCLE -5. VIII-0010660 Valid until 4-14-2028 Roll No. 88314