



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:

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

W I T N E S S E T H

WHEREAS, the **CLIENT** needs the services of a hotel company who will provide food and accommodation to the participants in the **"LEARNER RIGHTS AND PROTECTION SPECIALIZATION COURSE"** on **OCTOBER 15-17, 2025** to be conducted by the Client.

WHEREAS, the Approved Budget for the Contract (ABC) is **SEVEN HUNDRED NINETY-TWO THOUSAND PESOS (Php792,000.00)**.

WHEREAS, Section 26.1 (h) of the Implementing Rules and Regulations (IRR) of Republic Act No. 12009 otherwise known as the "New Government Procurement Act, provides for Small Value Procurement as one of the modes of Procurement consistent with the Fit-for-Purpose procurement approach;

WHEREAS, Section 34. Small Value of Procurement states that:

"Section 34. Small Value Procurement

34.1 Small Value Procurement (SVP) is a mode of procurement whereby the Procuring Entity requests for the submission of at least three (3) price quotations for Goods not available in the PS-DBM, Infrastructure Project, and Consulting Services.

The receipt of one (1) quotation is sufficient to proceed with the evaluation of bidders; Provided, that, the amount involved does not exceed Two Million Pesos (Php2,000,000.00), subject to the periodic review of the threshold amount and adjustments as may be deemed appropriate by the GPPB."

WHEREAS, Section 34.3 (a) of the said IRR, the End-User or Implementing Unit shall submit a request for Small Value Procurement to the BAC. The request shall

indicate the Technical Specifications, Scope of Work, Terms of Reference, as the case may be, Approved Budget for the Contract and other terms and conditions;

WHEREAS, the Request for Quotation (RFQ) was posted in the Philippine Government Electronic Procurement System (PhilGEPS) on September 18, 2025, at the office website and conspicuous bulletin board in the premises of this Office from September 17, 2025 to September 22, 2025 at 9:00 a.m.;

WHEREAS, RFQs were likewise sent to seven (7) prospective suppliers namely:

1. M. I. Sevilla Resort;
2. Ouan's Worth Farm and Family Resort Corporation;
3. Lucena Fresh Air Hotel;
4. Madison 101 Hotel;
5. Red Hotel, Inc.;
6. Focal Managing Loop, Inc.; and
7. Azteco Corporation (Axiaa Hotel);

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

NAME OF BIDDER	AMOUNT OF BID	REMARKS
GREEN SUN HOTEL MANAGEMENT INC.	Php728,000.00	Non-Complying with the Technical Specification set by this office
AZTECO CORPORATION (AXIAA HOTEL)	Php788,000.00	Complying

WHEREAS, on September 24, 2025, the Procurement Unit received a letter from **GREEN SUN HOTEL MANAGEMENT INC.** informing this office that the venue is no longer available on the date specified in the RFQ. Attached is the letter as Annex "A" and made an integral part hereof;

WHEREAS, **GREEN SUN HOTEL MANAGEMENT INC.** failure to adhere to the terms in accordance with the specifications of the RFQ vis-à-vis the LCRQ's submitted proposal, thus the BAC, resolved to declare non-compliance with the technical specification set by this office the quotation of **GREEN SUN HOTEL MANAGEMENT INC.**;

WHEREAS, upon evaluation or careful examination of the proposal submitted by **AZTECO CORPORATION (AXIAA HOTEL)**, the BAC found that it was compliant with the proposed amount of **SEVEN HUNDRED EIGHTY-EIGHT THOUSAND PESOS (Php788,000.00)**;

WHEREAS, after review and deliberation on the proposals, **AZTECO CORPORATION (AXIAA HOTEL)** complied with the requirements and is hereby declared as the Single Calculated and Responsive Quotation (SCRQ);

WHEREAS, the Client invited bids for the Procurement for the food and accommodation of the participants in the **"LEARNER RIGHTS AND PROTECTION SPECIALIZATION COURSE"** on October 15-17, 2025 and has accepted the bid/quotation of the Hotel Company for food and accommodation in the sum of **SEVEN HUNDRED EIGHTY-EIGHT THOUSAND PESOS (Php788,000.00)**. (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 accommodation on October 15-17, 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 **SEVEN HUNDRED EIGHTY-EIGHT THOUSAND PESOS (Php788,000.00)** 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 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 **132** on October 15-17, 2025 participants of the Client.
 - a.2** serve by any type of buffet with stand-by waiters during breakfast, lunch and dinner.
 - a.3** first meal is **breakfast** of October 15, 2025 and last meal is **PM snacks** on October 17, 2025.
 - a.4** with unlimited coffee, purified drinking water, tea or chocolate drink and candies, with assistance of stand-by waiters.
 - a.5** AM and PM Snacks with drinks.
- b. The Lodging shall be:**
 - b.1** at least ten (10) double sharing rooms (no sharing of bed);
 - b.2** at least forty-two (42) triple sharing rooms for participants;
 - b.3** no bed mattress on the floor; and
 - b.4** with 24-hour hot and cold shower and clean beddings, rooms and restroom.
- c. The Function Hall and Facilities shall be:**
 - c.1** can accommodate at least **132 pax** in a **training-workshop 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 4 LCD projectors and wide screens.
 - c.3.2** at least 4 whiteboard with marker/s and erasers.
 - c.3.3** complete set sound system, at least fifteen (15) extensions cords for laptops;
 - c.3.4** 5 wireless microphones, ___ microphone stands;
 - c.3.5** Round Table (Table Cloth (Yellow and White) with flower center piece)
 - c.3.6** 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 four (4) 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/quasi-judicial 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;
- 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 06 OCT 2025 at CITY OF MANILA, Philippines.

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

**AZTECO CORPORATION
(AXIAA HOTEL)**


ATTY. ALBERTO T. ESCOBARTE, CESO II
Regional Director


JENNY LUSUAN
Sales Director

SIGNED IN THE PRESENCE OF:


EDUARDA M. ZAPANTA
Chief, ESSD
DepEd Region IV-A CALABARZON


Christine Corilla
Sales Manager

Republic of the Philippines
CITY OF MANILA S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of CITY OF MANILA, this 06 OCT 2025, personally appeared:

Name	Identification No.	Expiration Date
<u>Atty. Alberto T. Escobarte</u>	<u>DepEd Office ID No. 4529876</u>	
<u>Jenny Lusuan</u>	<u>Driver's License N04-03-006304</u>	<u>Dec 5, 2032</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. CITY OF MANILA 06 OCT 2025

Doc. No. 129;
Page No. 27;
Book No. XX;
Series of 2025.


ATTY. MARIELLE JENELLE L. LAGUERTA
Notary Public
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, 2024 for year 2025
PTR No. 2041441 - Jan. 2, 2025 at Manila
MCLE No. VIII-0010660 Valid until 4-14-2026 Roll No. 88314