



Republic of the Philippines  
**Department of Education**  
 Administrative Service  
 Events Assistance and Services Unit

**PROJECT REFERENCE NO.: 2024-EASU(0109)-PT-NPLRPV**

**PROJECT TITLE: Procurement of Venue with Board and Lodging for the Capacity Building of DepEd Coaches on the Establishment of Central Kitchens**

**CONTRACT NO.:2024-EASU-0109-SHD**

**LEASE CONTRACT**

**THIS CONTRACT** made and entered into this 08 NOV 2024 day of \_\_\_\_\_ 2024 by and between the **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Director IV, Bureau of Learner Support Services, **DR. MIGUEL ANGELO S. MANTARING**, as per *Office Order OO-OSEC-2024 No. 189 dated August 9, 2024* (hereinafter referred to as “**DEPED**”); and **SANOMAYA CORPORATION (MAHOGANY HILLS)**, represented herein by its General Manager, **JOSE MANOLO T. LAGTAPON** with office address at Ubaldo Laya, Iligan City Lanao Del Norte, (hereinafter referred to as the “**SANOMAYA CORPORATION (MAHOGANY HILLS)**”).

**DEPED** and **SANOMAYA CORPORATION (MAHOGANY HILLS)** are collectively called **PARTIES**.

**WHEREAS, DEPED** requested quotations from prospective lessors for the procurement of venue for **Procurement of Venue with Board and Lodging for the Capacity Building of DepEd Coaches on the Establishment of Central Kitchens**, and received quotation from one (1) prospective lessor; **DEPED** evaluated the offer of the prospective lessor and declared **SANOMAYA CORPORATION (MAHOGANY HILLS)** as having the Single Calculated Quotation for the project; after post-qualification, **DEPED** declared the quotation of **SANOMAYA CORPORATION (MAHOGANY HILLS)** as the Single Calculated Quotation in the sum of **PHILIPPINE PESOS: THREE HUNDRED SEVENTY THOUSAND 00/100 (P370,000.00) only**, (hereinafter called the “Contract Price”) detailed as follows:

Date of Activity/ Inclusive Dates	Estimated Number of Pax	Location	Amount (in PhP)
November 18-22, 2024	37	Iligan City	₱370,000.00

*Jose Manolo T. Lagtapon*  
 LAGTAPON, JOSE MANOLO T., RN DEM  
 SANOMAYA CORPORATION (MAHOGANY HILLS)'s Witness

*Jose Manolo T. Lagtapon*  
 JOSE MANOLO T. LAGTAPON  
 SANOMAYA CORPORATION (MAHOGANY HILLS)

*Dr. Maria Corazon C. Dumlao*  
 DR. MARIA CORAZON C. DUMLAO  
 DEPED's Witness

*Dr. Miguel Angelo S. Mantaring*  
 DR. MIGUEL ANGELO S. MANTARING  
 DEPED

**NOW THIS CONTRACT WITNESSETH AS FOLLOWS:**

1. In this Contract, words and expressions shall have the same meaning as are respectively assigned to them in the Project Reference.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184 shall be deemed to form and be read and construed as part of this Contract, viz:


- a. Resolution to Award No. **2024-EASU-209** dated **October 17, 2024**;
- b. Notice of Award of Contract and **SANOMAYA CORPORATION (MAHOGANY HILLS)**'s conforme thereto;
- c. **SANOMAYA CORPORATION (MAHOGANY HILLS)**'s offer, including the eligibility requirements, technical and financial proposals, and all other documents or statements submitted;
- d. Schedule of Requirements (Annex "A");
- e. Technical Specifications (Annex "B"); and
- f. Other contract documents required by existing laws and/or **DEPED. SANOMAYA CORPORATION (MAHOGANY HILLS)** agrees that additional contract documents of information prescribed by the Government Procurement Policy Board (GPPB) that are subsequently required for submission after the contract execution such as, but not limited to, Notice to Proceed and Variation Order, shall form part of the Contract.

3. The lease of venue referred to in this Contract shall commence on **November 18, 2024** and end on **November 22, 2024**, subject to **SANOMAYA CORPORATION (MAHOGANY HILLS)**'s receipt of the Notice to Proceed (NTP).

4. The lease of venue referred to in this Contract must conform to and comply with the final technical specifications as approved by the Procurement Committee of the Events Assistance and Services Unit based on the actual offer of **SANOMAYA CORPORATION (MAHOGANY HILLS)**, and reflected in the post-qualification report, which is hereto attached as Annex "C" and made an integral part hereof.

Any proposal by **SANOMAYA CORPORATION (MAHOGANY HILLS)** to provide goods, services, and/or equipment of different specifications, in lieu of those approved, shall not be allowed. However, under justifiable circumstances, higher or superior technical specifications may be permitted, subject to the evaluation and favorable recommendation of **DEPED**'s end-user or implementing unit, and the approval of the herein authorized signatory. In any such case, the proposal by **SANOMAYA CORPORATION (MAHOGANY HILLS)** for substitution shall not result in any additional cost or undue burden to **DEPED**.

5. **SANOMAYA CORPORATION (MAHOGANY HILLS)** shall be responsible for the sources of its goods, services, and/or equipment, and shall provide the same in accordance with the schedule and specifications of the award, including incidental and additional services as specified in the Project Reference, if any. Failure on the part of **SANOMAYA CORPORATION (MAHOGANY HILLS)** to comply with this provision shall be a ground for cancellation of the Contract.

  
R. LAGTAPON, REGINA RN DBM  
SANOMAYA CORPORATION (MAHOGANY HILLS)'s Witness

  
JOSE MANOLO T. LAGTAPON  
SANOMAYA CORPORATION (MAHOGANY HILLS)

  
DR. MARIA CORAZON C. DUMLAO  
DEPED's Witness

  
DR. MIGUEL ANGELO S. MANTARING  
DEPED

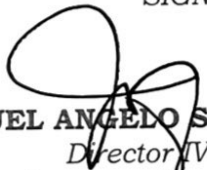
6. One-time/full payment of the Contract Price shall be made to **SANOMAYA CORPORATION (MAHOGANY HILLS)** within 60 days, through the Government disbursement procedure and subject to applicable taxes, upon DEPED's receipt of the complete documentary requirements from **SANOMAYA CORPORATION (MAHOGANY HILLS)**. Such payment shall be based on the actual number of registered participants, or the minimum guaranteed number of participants as indicated in the Technical Specifications.

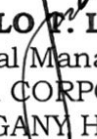
Other documents in support of a request for payment may be required by **DEPED** pursuant to existing disbursement, accounting, and auditing rules and procedures.

7. **SANOMAYA CORPORATION (MAHOGANY HILLS)** shall be liable for liquidated damages in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion, for every day of delay. **DEPED** shall deduct the liquidated damages from any money due or which may become due to **DEPED**. Once the accumulated amount of the liquidated damages reaches 10% of the Contract Price, **DEPED** may rescind or terminate the Contract, without prejudice to other courses of action and remedies available under the circumstances.
8. The **PARTIES** shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the **PARTIES** in connection with the implementation of the Contract. Should such dispute not be resolved amicably, it shall be submitted to Early Neutral Evaluation pursuant to Republic Act No. 9285 or the "Alternative Dispute Resolution Act of 2004", and its Implementing Rules and Regulations.


**IN WITNESS WHEREOF**, the **PARTIES** hereto have caused this Contract to be executed in accordance with governing laws on the day and year first above written.

*SIGNED, SEALED AND DELIVERED BY:*

  
**DR. MIGUEL ANGELO S. MANTARING**  
*Director IV*  
*Bureau of Learner Support Services*  
DEPARTMENT OF EDUCATION

  
**JOSE MANOLO P. LAGTAPON**  
General Manager  
SANOMAYA CORPORATION  
(MAHOGANY HILLS)

*SIGNED IN THE PRESENCE OF:*

  
**DR. MARIA CORAZON C. DUMLAO**  
DEPED's Witness

  
**JOSE MANOLO P. LAGTAPON** RN DBM  
SANOMAYA CORPORATION  
(MAHOGANY HILLS)'s Witness

CERTIFIED FUNDS AVAILABLE: ₱370,000.00

  
**MA. RHUNNA L. CATALAN**  
Chief Accountant

REPUBLIC OF THE PHILIPPINES )  
CITY OF ILIGAN CITY ) S.S.

**ACKNOWLEDGEMENT**

**BEFORE ME,** a Notary Public, and for  
Philippines, this \_\_\_ day of 08 NOV 2024, 2024 personally appeared:

**NAME**

**GOVERNMENT ISSUED ID**  
(Number, Issued On, Issued By)

**JOSE MANOLO T. LAGTAPON**  
General Manager  
SANOMAYA CORPORATION (MAHOGANY HILLS)

Known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entity which he/she respectively represents.

The foregoing instrument is a CONTRACT consisting of three (3) pages (exclusive of attachments), excluding this page on which this acknowledgment is written and signed by the party hereto.

**WITNESS MY HAND AND SEAL** on the date and place first above written.

Doc. No. : 118  
Page No. : 24  
Book No. : XI  
Series of 2024

**ATTY. EMMANUEL C. SALIBAY**  
NOTARY PUBLIC  
ILIGAN CITY AND LANAO DEL NORTE  
NOTARIAL COMMISSION NO. 23-379  
UNTIL DEC. 31, 2024  
IBP LIFE MEMBER 08289  
PTR NO. 1256369 JAN. 03, 2024, I.C.  
MCLE COMPL. NO. VII-0019864 04/14/25  
ROLL NO. 48931/TIN NO. 166-615-120

REPUBLIC OF THE PHILIPPINES )  
CITY OF \_\_\_\_\_ ) S.S.

**ACKNOWLEDGEMENT**

**BEFORE ME,** a Notary Public, and for  
\_\_\_\_\_  
Philippines, this \_\_\_\_ day of \_\_\_\_\_, 2024 personally appeared:

**NAME**

**GOVERNMENT ISSUED ID**  
*(Number, Issued On, Issued By)*

**DR. MIGUEL ANGELO S. MANTARING**  
Department of Education

Known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entity which he/she respectively represents.

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