



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

[Signature]
 DNINA GRACE N. FELIX
 DAP Tagaytay's Witness

PROJECT NO.: 2024-EASU(0152)-NP-AA

PROJECT TITLE: Procurement of venue with board and lodging for the Conduct of Training on Cash Management and Control System (CMCS) for Cashiers/ Disbursing Officers in the Central, Regional and Schools Division Offices (BATCH 2-SOUTH LUZON)

CONTRACT NO.:2024-EASU-0152-CD

[Signature]
 LIBERTY P. ANGCAYA
 DAP Tagaytay

LEASE CONTRACT

THIS CONTRACT made and entered into this 13 SEP 2024 day of _____ 2024 by and between the **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Undersecretary for Administration, **ATTY. MEL JOHN I. VERZOSA**, as per **Office Order OO-OSEC-2024 No. 189 dated August 9, 2024** (hereinafter referred to as "**DEPED**"); and **DAP Tagaytay**, represented herein by its Manager, **LIBERTY P. ANGCAYA**, with office address Tagaytay-Calamba Road, Brgy., Sungay, Tagaytay City (hereinafter referred to as the "**DAP Tagaytay**").

DEPED and **DAP Tagaytay** are collectively called **PARTIES**.

WHEREAS, **DEPED** through the Administrative Service - Cash Division (AS-CD), as the end-user, requested and received a quotation from **DAP Tagaytay** as a prospective lessor for the venue for the **Procurement of venue with board and lodging for the Conduct of Training on Cash Management and Control System (CMCS) for Cashiers/ Disbursing Officers in the Central, Regional and Schools Division Offices (BATCH 2- SOUTH LUZON)**; the Events Assistance Services Unit (EASU) evaluated the offer of **DAP Tagaytay** and declared it as having passed the technical requirements for the project; and recommended **DAP Tagaytay** as having the Responsive Quotation in the sum of **PHILIPPINE PESOS: SIX HUNDRED SIXTY SEVEN THOUSAND, FIVE HUNDRED TWENTY FIVE & 00/100 (P667,525.00) ONLY**, (hereinafter called the "Contract Price") detailed as follows:

[Signature]
 SONIA R. DE LEON
 DEPED's Witness

[Signature]
 ATTY. MEL JOHN I. VERZOSA
 DEPED

Date of Activity/ Inclusive Dates	Estimated Number of Pax	No. of Day/s	Location	Amount (in PhP)
September 16-20, 2024	67	Five (5)	Tagaytay	₱667,525.00

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. **2023-EASU-111-AA** dated **August 20, 2024**;
 - b. Notice of Award of Contract and **DAP Tagaytay**'s conforme thereto;
 - c. **DAP Tagaytay**'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**. **DAP Tagaytay** 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 **September 16, 2024** and end on **September 20, 2024**, subject to **DAP Tagaytay**'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 **DAP Tagaytay**, and reflected in the post-qualification report, which is hereto attached as Annex "C" and made an integral part hereof.

Any proposal by **DAP Tagaytay** 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 **DAP Tagaytay** for substitution shall not result in any additional cost or undue burden to **DEPED**.
5. **DAP Tagaytay** 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 **DAP Tagaytay** to comply with this provision shall be a ground for cancellation of the Contract.
6. One-time/full payment of the Contract Price shall be made to **DAP Tagaytay** within 60 days, through the Government disbursement procedure and subject to applicable taxes, upon **DEPED**'s receipt of the complete documentary requirements from **DAP Tagaytay**. Such payment shall be based on the actual number of registered participants, or the minimum guaranteed number of participants as indicated in the Schedule of Requirements.


DIVINA GRACE N. FELIX
DAP Tagaytay's Witness


LIBERTY P. ANGCAYA
DAP Tagaytay


SONIAR. DE LEON
DEPED's Witness

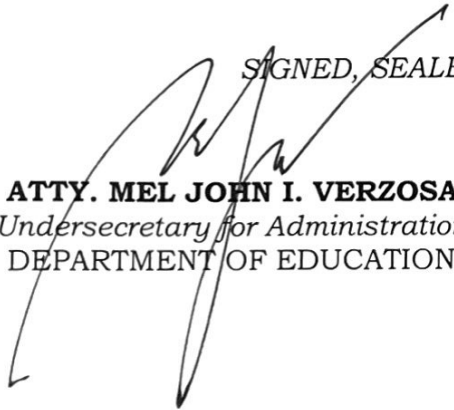

APTY. MEL JOHN I. VERZOSA
DEPED


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. **DAP Tagaytay** 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.

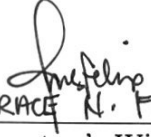
SIGNED, SEALED AND DELIVERED BY:


ATTY. MEL JOHN I. VERZOSA
Undersecretary for Administration
DEPARTMENT OF EDUCATION



LIBERTY P. ANGCAYA
Manager
DAP Tagaytay

SIGNED IN THE PRESENCE OF:


SONIA R. DE LEON
DEPED's Witness


DIVINA GRACE N. FELIX
DAP Tagaytay's Witness

CERTIFIED FUNDS AVAILABLE: ₱1,525,525.00


M.A. RHUNNA L. CATALAN
Chief Accountant

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

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public, and for
PASIG CITY
Philippines, this ___ day of 13 SEP 2024, 2024 personally appeared:

NAME

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


LIBERTY P. ANGCAYA
Manager
DAP Tagaytay

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. : 254
Page No. : 12
Book No. : XXI
Series of 2024


ATTY. NEIL TAMANGIT ALBOPERA
NOTARY PUBLIC
Until December 31, 2025
Pasig City and in the Municipality of Pateros, Metro Manila
PTR No. 1357680 / Pasig City/01 -02-2024
IBP No. 325487; 12/06 /2023 (MD for 2024)
Admitted to the Philippine Bar on 04/12/2022
Roll of Attorney No. 76228
TIN No. 242 -007-260-000
G/F Pasig City Hall, Brgy. San Nicolas, Pasig City
Appointment No. 58 (2024-2025)
Cellphone No. 0977 -634-4229

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

ACKNOWLEDGEMENT

BEFORE PASIG CITY **ME,** a Notary Public, and for
Philippines, this 17th day of SEP, 2024 personally appeared:

NAME

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

ATTY. MEL JOHN I. VERZOSA
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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