



PROJECT: Procurement of Board and Lodging for Consultation on the DepED's Data Privacy Manual
CONTRACT NO.: 2023-USEC7(007)-BIV-NPLRPV012-C031

LEASE CONTRACT

THIS CONTRACT made and entered into this 9th day of October 2023 by and between the **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Undersecretary for Human Resource and Organizational Development, **GLORIA JUMAMIL-MERCADO**, as per Department Order No. 001, s. 2023 and Office Order OO-OSEC-2023-60 (hereinafter referred to as "**DEPED**"); and **LA SUENA BRISA BEACH RESORT & EVENTS PLACE**, represented herein by its Resort Manager, **PHOEBE CHARM DILAY**, with office address at Nonong Castro, Lemery, Batangas City (hereinafter referred to as "**LA SUENA BRISA**").

DEPED and **LA SUENA BRISA** are collectively called **PARTIES**.

WHEREAS, DEPED requested quotations from prospective lessors for the procurement of board and lodging for consultation on the DepEd's Data Privacy Manual, and received a quotation from a sole prospective lessor; **DEPED** evaluated the offer of the prospective lessor and declared **LA SUENA BRISA** as having the Single Calculated Quotation for the project; after post-qualification, **DEPED** declared the quotation of **LA SUENA BRISA** as the Single Calculated Responsive Quotation in the sum of **PHILIPPINE PESOS TWO HUNDRED NINETY-EIGHT THOUSAND FIVE HUNDRED and 00/100 (PhP298,500.00) ONLY**, (hereinafter called the "Contract Price") detailed as follows:

Date of Activity/ Inclusive Dates	Estimated Number of Pax	No. of Day/s	Location within the vicinity of	Amount (in PhP)
23-26 August 2023	50	Four (4) days	Region IV-A (Batangas)	298,500.00

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-USEC7(007)-BIV-NPLRPV-012** dated 03 August 2023;
 - b. Notice of Award of Contract and **LA SUENA BRISA's** conforme thereto;

GELYN O. HELO NANCY
 LA SUENA BRISA's Witness
 DIVINA ALMA M. SALAZAR
 LA SUENA BRISA
 JENNIFER O. JALOVA
 DEPED's Witness
 GLORIA JUMAMIL-MERCADO
 DEPED

- c. **LA SUENA BRISA's** offer, including the eligibility requirements, technical and financial proposals, and all other documents or statements submitted;
- d. Schedule of Requirements;
- e. Technical Specifications; and
- f. Other contract documents required by existing laws and/or **DEPED**. **LA SUENA BRISA** 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 23 August 2023 and end on 26 August 2023, subject to **LA SUENA BRISA'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 Bids and Awards Committee based on the actual offer of **LA SUENA BRISA**, and reflected in the post-qualification report, which is hereto attached as Annex "C" and made an integral part hereof.

Any proposal by **LA SUENA BRISA** 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 **LA SUENA BRISA** for substitution shall not result in any additional cost or undue burden to **DEPED**.

5. **LA SUENA BRISA** 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 **LA SUENA BRISA** 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 **LA SUENA BRISA** within 60 days, through the existing Government disbursement procedure and subject to applicable taxes, upon **DEPED's** receipt of the complete documentary requirements from **LA SUENA BRISA**. Said payment shall be based on the actual number of registered participants.

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. **LA SUENA BRISA** 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 **LA SUENA BRISA**. Once the accumulated amount of the liquidated damages reaches 10% of the Contract Price, **DEPED** may rescind or terminate the


GELINA H. HERNANDEZ
LA SUENA BRISA's Witness


DIVINA ALMA M. SALAZAR
LA SUENA BRISA


JENNIFER C. JALOVA
DEPED's Witness


GLORIA JARAMIL-MERCADO
DEPED

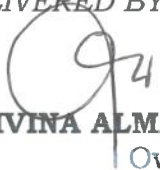
Contract, without prejudice to other courses of action and remedies available under the circumstances.

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 RA 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:


GLORIA JUMAMIL-MERCADO
Undersecretary for Human Resource
and Organizational Development
DEPED


DIVINA ALMA M. SALAZAR
Owner
LA SUENA BRISA

SIGNED IN THE PRESENCE OF:


JENNIFER Q. JALOVA
DEPED's Witness


GELYN V. HERNANDEZ
LA SUENA BRISA's Witness

CERTIFIED FUNDS AVAILABLE: ₱298,500.-


MA. RHUNNAL CATALAN
Chief Accountant

REPUBLIC OF THE PHILIPPINES)

_____, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for _____,
Philippines, this ____ day of OCT. 16 2023 2023 personally appeared:

NAME	GOVERNMENT-ISSUED ID <i>(Number, Issued On, Issued By)</i>
GLORIA JUMAMIL-MERCADO Undersecretary for Human Resource and Organizational Development DEPED	P6519758A, 22 March 2018 DFA Manila


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.

NOTARY PUBLIC

Doc. No. 327;
Page No. 6;
Book No. _____;
Series of 2023.


MYRNA B. PACALA
Notary Public
PTR No. 2896316, 01/03/23 CSJDM
IBP No. 259086, 01/03/23, Pasig City
Commission Expires on Dec. 31, 2024
Roll No. 48612, MCLE-VII-0012037, 03/04/22

REPUBLIC OF THE PHILIPPINES)

_____, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for _____,
Philippines, this ____ day of OCT 16 2023 2023 personally appeared:

NAME

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

DIVINA ALMA M. SALAZAR

Owner

LA SUENA BRISA


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.

NOTARY PUBLIC

Doc. No. 328;
Page No. 61;
Book No. 2;
Series of 2023.


MYRNA B. PACALA
Notary Public
PTR No. 2896316, 01/03/23 CSJDM
IBP No. 259086, 01/03/23, Pasig City
Commission Expires on Dec. 31, 2024
Roll No. 48612, MCLE-VII-0012027, 01/03/22