



PROJECT: Procurement of Venue for the Training on Prosecution and Investigation Skills
CONTRACT NO.: 2023-LS2(001)-BIV-NPLRPV014-C038

LEASE CONTRACT

THIS CONTRACT made and entered into this 22nd day of September 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 **CALIV RESORT AND DEVELOPMENT CORP. VILLA EXCELLANCE BEACH AND WAVEPOOL RESORT**, represented herein by its Authorized Representative, **JELYNE NINA R. BERGADO**, with office address at Sitio Postema, Brgy. Sahud-Ulan, Tanza, Cavite City (hereinafter referred to as “**CALIV RESORT**”).

DEPED and **CALIV RESORT** are collectively called **PARTIES**.

WHEREAS, DEPED requested quotations from prospective lessors for the procurement of venue with board and lodging for the conduct of workshop on the drafting of guidance and counseling policy, and received quotations from three (3) prospective lessors; **DEPED** evaluated the offers of the prospective lessors and declared **CALIV RESORT** as having the Lowest Calculated Quotation for the project; after post-qualification, **DEPED** declared the quotation of **CALIV RESORT** as the Lowest Calculated Responsive Quotation in the sum of **PHILIPPINE PESOS SEVEN HUNDRED NINETY-EIGHT THOUSAND and 00/100 (PhP798,000.00) 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) |
|--------------------------------------|----------------------------|---------------|---------------------------------------|--------------------|
| September 25 - 29, 2023 | 100 pax | Four (4) days | Region IV-A (Cavite) | 798,000.00 |

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-LS2(001)-BIV-NPLRPV-014** dated 10 July 2023;
 - b. Notice of Award of Contract and **CALIV RESORT**'s conforme thereto;

Jumail Mercado
CALIV RESORT's Witness

Jelyne Nina R. Bergado
CALIV RESORT

Annalyn
DEPED's Witness

Gloria Jumamil-Mercado
DEPED

- c. **CALIV RESORT'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**. **CALIV RESORT** 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 25 September 2023 and end on 29 September 2023, subject to **CALIV RESORT'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 **CALIV RESORT**, and reflected in the post-qualification report, which is hereto attached as Annex "A" and made an integral part hereof.

Any proposal by **CALIV RESORT** 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 **CALIV RESORT** for substitution shall not result in any additional cost or undue burden to **DEPED**.

5. **CALIV RESORT** 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 **CALIV RESORT** 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 **CALIV RESORT** within 60 days, through the existing Government disbursement procedure and subject to applicable taxes, upon **DEPED's** receipt of the complete documentary requirements from **CALIV RESORT**. 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. **CALIV RESORT** 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 **CALIV RESORT**. Once the accumulated amount of the liquidated damages reaches 10% of the Contract Price, **DEPED** may rescind or terminate the


 CALIV RESORT's Witness


JELYNE NINA R. BERGADO
 CALIV RESORT


 DEPED's Witness


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


JELYNE NINA R. BERGADO
Authorized Representative
CALIV RESORT

SIGNED IN THE PRESENCE OF:


DEPED's Witness


CALIV RESORT's Witness

CERTIFIED FUNDS AVAILABLE: ₱798,000-


MA. RHUNNAL CATALAN
Chief Accountant

REPUBLIC OF THE PHILIPPINES)

PASIG CITY, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for PASIG CITY,
Philippines, this _____ day of _____ 2023 personally appeared:
25 SEP 2023

NAME

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

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.

Doc. No. 107;
Page No. 101;
Book No. 111;
Series of 2023.

L. Armon
ATTY. LETICIA M. ARMON
Notary Public
Pasig, Pateros & San Juan
Valid Until December 31, 2023
NOTARY PUBLIC
Roll No. 22188
PTR AA No. 0112306/01-03-23
Lifetime I&P Member No. 04286
Official Receipt No. 574709, IBP Chapter
MCLE Compliance No. VII-000050/6-18-2019
Ground Flr. Armal Centre, U. Velasco, Ave.,
Malinao, Pasig City

REPUBLIC OF THE PHILIPPINES)

PASIG CITY, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for PASIG CITY,
Philippines, this 25 SEP 2023 day of _____ 2023 personally appeared:

NAME
JELYNE NINA R. BERGADO
Authorized Representative
CALIV RESORT

GOVERNMENT ISSUED ID
(Number, Issued On, Issued By)
P2102629C 20200827 2022
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.

Doc. No. 508;
Page No. 109;
Book No. 122;
Series of 2023.

L. Amon
ATTY. LETICIA M. AMON
Notary Public
NOTARY PUBLIC
Pasig, Pateros & San Juan
Valid Until December 31, 2023
Roll No. 22188
PTR AA No. 0112306/01-03-23
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