



PROJECT: Procurement of Venue with Board and Lodging for the Conduct of Workshop on the Drafting of Guidance and Counseling Policy
CONTRACT NO.: 2023-ASEC7(011)-BIV-NPLRPV036-C029

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 **GREAT EASTERN HOTEL, INC.**, represented herein by its Account Officer, **MERLE B. DACASIN**, with office address at 1403 Quezon Ave., Brgy. West Triangle, Quezon City (hereinafter referred to as "**GREAT EASTERN**").

DEPED and **GREAT EASTERN** 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 **GREAT EASTERN** as having the Lowest Calculated Quotation for the project; after post-qualification, **DEPED** declared the quotation of **GREAT EASTERN** as the Lowest Calculated Responsive Quotation in the sum of **PHILIPPINE PESOS SIX HUNDRED FORTY-SEVEN THOUSAND FIVE HUNDRED and 00/100 (Php647,500.00) 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)
6-10 November 2023	70	Five (5) days	NCR	647,500.00

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-ASEC7(011)-BIV-NPLRPV-036** dated 28 July 2023;
 - b. Notice of Award of Contract and **GREAT EASTERN's** conforme thereto;

Jery Tiro
 GREAT EASTERN's Witness

MERLE B. DACASIN
 GREAT EASTERN

DEXTERA A. GALBAN
 ASSISTANT SECRETARY

GLORIA JUMAMIL-MERCADO
 DEPED

- c. **GREAT EASTERN'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**. **GREAT EASTERN** 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 6 November 2023 and end on 10 November 2023, subject to **GREAT EASTERN'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 **GREAT EASTERN**, and reflected in the post-qualification report, which is hereto attached as Annex "A" and made an integral part hereof.

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

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

Joy Trono
 Joy Trono
 GREAT EASTERN's Witness

Merle B. Dacasin
 MERLE B. DACASIN
 GREAT EASTERN

Dexter A. Galban
 DEXTER A. GALBAN
 Assistant Secretary
 DEPED's Witness


Gloria Jumamil-Mercado
 GLORIA JUMAMIL-MERCADO
 DEPED


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 RA 9285 or the "Alternative Dispute Resolution Act of 2004", and its Implementing Rules and Regulations.

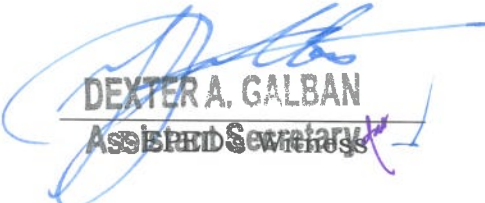
IN WITNESS WHEREOF, the **PARTIES** hereto have caused this Contract to be executed in accordance with governing laws on the day and year first above written.

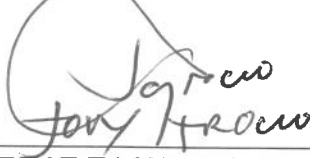
SIGNED, SEALED AND DELIVERED BY:


GLORIA JUMAMIL MERCADO
Undersecretary for Human Resource
and Organizational Development
DEPED


MERLE B. DACASIN
Account Officer
GREAT EASTERN

SIGNED IN THE PRESENCE OF:


DEXTER A. GALBAN
Assistant Secretary


GREAT EASTERN's Witness

CERTIFIED FUNDS AVAILABLE: ₱647,500-


MA. RHUNNA L. CATALAN
Chief Accountant

REPUBLIC OF THE PHILIPPINES)

_____, METRO MANILA) S.S

QUEZON CITY

ACKNOWLEDGMENT

QUEZON CITY

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

13 OCT 2023

NAME

GOVERNMENT-ISSUED ID

(Number, Issued On, Issued By)

MERLE B. DACASIN

Account Officer
GREAT EASTERN

JSS03 - 6457102 - 6

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. 101;
Page No. 33;
Book No. 357;
Series of 2023.

ATTY JASON G. DE BELEN
Roll No. 36259
Adm. No. NP-070 Notary Public
Notary Public for Quezon City
My Commission expires on December 31 2023
No. 7M Sci. Borromeo St. cor. Panay Ave., Q.C.
IBP No. 259495; Q.C.; 1-3-2023
PTR No. 4007196; Q.C.; 1-3-2023
MCLE VII-0019570; 5-30-22

[Handwritten signature]

REPUBLIC OF THE PHILIPPINES)

_____, METRO MANILA) S.S

QUEZON CITY


ACKNOWLEDGMENT

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

QUEZON CITY

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.

NOTARY PUBLIC

Doc. No. 290;
Page No. 54;
Book No. 358;
Series of 2023.


ATTY JASON G. DE BELEN
Roll No 36259
Adm. No. NP-070 Notary Public
Notary Public for Quezon City
My Commission expires on December 31, 2023
No. 7M Sgt. Borromeo St. cor. Panay Ave., Q.C.
IBP No. 259495; Q.C.; 1-3-2023
PTR No. 4097196; Q.C.; 1-3-2023
MCLE VII-0019570; 5-30-22

