



PROJECT: Procurement of Venue with Board and Lodging for the Conduct of the Writeshop on the Revision of Bridging Primer III (Luzon Cluster)
CONTRACT NO.: 2023-BLD2(019)-BIV-NPLRPV039-C035

LEASE CONTRACT

THIS CONTRACT made and entered into this 03 OCT 2023 day of 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 **AZTECO CORPORATION (AXIAA HOTEL)**, represented herein by its Authorized Representative, **CHESTINE A. CERILLA**, with office address at 135 West Ave., Brgy. Bungad, Quezon City (hereinafter referred to as "**AXIAA HOTEL**").

DEPED and **AXIAA HOTEL** are collectively called **PARTIES**.

WHEREAS, DEPED requested quotations from prospective lessors for the procurement of venue with board and lodging of participants for the Mid-Year Assessment of PAS-PD, and received quotations from two (2) prospective lessors; **DEPED** evaluated the offers of the prospective lessors and declared **AXIAA HOTEL** as having the Lowest Calculated Quotation for the project; after post-qualification, **DEPED** declared the quotation of **AXIAA HOTEL** as the Lowest Calculated Responsive Quotation in the sum of **PHILIPPINE PESOS ONE MILLION ONE HUNDRED NINETY-EIGHT THOUSAND SEVEN HUNDRED FIFTY and 00/100 (PhP1,198,750.00) 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)
August 14 – 18, 2023	137	Five (5) days	NCR	1,198,750.00

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-BLD2(019)-BIV-NPLRPV-039** dated 3 August 2023;
 - b. Notice of Award of Contract and **AXIAA HOTEL**'s conforme thereto;

AXIAA HOTEL's Witness

CHESTINE A. CERILLA
 AXIAA HOTEL

LEILA D. AREOLA
 DEPED's Witness
 Bureau of Learning Delivery (BLD)

GLORIA JUMAMIL-MERCADO
 DEPED



AXIAA HOTEL's Witness



CHESTINE A. CERILLA
AXIAA HOTEL



LEILA P. AREOLA
Director IV
Bureau of Learning Delivery (BLD)
DEPED's Witness



GLORIA JUVAMIL-MERCADO
DEPED

- c. **AXIAA HOTEL'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**. **AXIAA HOTEL** 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 14 August 2023 and end on 18 August 2023, subject to **AXIAA HOTEL'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 **AXIAA HOTEL**, and reflected in the post-qualification report, which is hereto attached as Annex "A" and made an integral part hereof.

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

- 5. **AXIAA HOTEL** 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 **AXIAA HOTEL** 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 **AXIAA HOTEL** within 60 days, through the existing Government disbursement procedure and subject to applicable taxes, upon **DEPED's** receipt of the complete documentary requirements from **AXIAA HOTEL**. Said payment shall be based on the actual number of registered participants or the guaranteed participants, whichever is higher.

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. **AXIAA HOTEL** 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 **AXIAA HOTEL**. 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 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



CHESTINE A. CERILLA
Authorized Representative
AXIAA HOTEL

SIGNED IN THE PRESENCE OF:


LEILA F. AREOLA
Director IV
Bureau of Learning Delivery (BLD)
DEPED's Witness


AXIAA HOTEL's Witness

CERTIFIED FUNDS AVAILABLE: ₱1,198,750.-


MA. RHUNNAL CATALAN
Chief Accountant
9/24

REPUBLIC OF THE PHILIPPINES)
_____, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for CITY OF MANILA,
Philippines, this ____ day of 03 OCT 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.

Doc. No. 197 ;
Page No. 10 ;
Book No. XVII ;
Series of 2023.

NOTARY PUBLIC
ATTY. HENRY D. ADASA
NOTARY PUBLIC CITY OF MANILA
APPOINTMENT 097/12/31/2023 MANILA
IBP NO. 181149 / 01/03/2023
PTR N. 0861145 / 01/03/2023
ROLL NO. 29679, TIN NO. 172-528-620
MCLE COMP. NO. VII-0000165 VALID UNTIL APRIL 14, 2026
⑆ STA. CRUZ, MANILA

REPUBLIC OF THE PHILIPPINES)

_____, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for CITY OF MANILA,
Philippines, this ____ day of 03 OCT 2023 2023 personally appeared:

NAME

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

CHESTINE A. CERILLA
Authorized Representative
AXIAA HOTEL

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

NOTARY PUBLIC
ATTY. HENRY D. ADASA
NOTARY PUBLIC CITY OF MANILA
APPOINTMENT 097/12/31/2023 MANILA
IBF NO. 181139 / 01/03/2023
PTR N. 0861145 / 01/03/2023
RCF NO. 29679, TIN NO. 172-528-620
MCLC Comm. NO. VII-0000165 VALID UNTIL APRIL 14, 2025

_____, STA. CRUZ, MANILA