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PROJECT: Procurement of Venue for the CY 2023 1st Interface with the End-User Units
CONTRACT NO.: 2023-ProcMS2(001)-BIV-NPLRPV007a-C034

LEASE CONTRACT

THIS CONTRACT made and entered into this 29 day of AUG, 2023 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 for the CY 2023 1st Interface with the End-User Units, 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 FIVE HUNDRED FORTY-TWO THOUSAND FOUR HUNDRED and 00/100 (PhP542,400.00) ONLY**, (hereinafter called the "Contract Price") detailed as follows::

Date of Activity/ Inclusive Dates	Estimated Number of Pax	No. of Day/s	Location	Amount (in PhP)
August 29 – 30, 2023	Cluster I: 72 pax	Two (2) days per cluster	NCR	542,400.00
August 31 – September 1, 2023	Cluster II: 72 pax			

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:

[Signature]
 GREAT EASTERN's Witness

[Signature]
MERLE B. DACASIN
 GREAT EASTERN

[Signature]
MA. TERESA S. PULGAR
 Chief Administrative Officer
 DEPED's Witness

[Signature]
GLORIA JUMAMIL-MERCADO
 DEPED

- a. Resolution to Award No. **2023-ProcMS2(001)-BIV-NPLRPV-007a** dated 28 July 2023;
- b. Notice of Award of Contract and **GREAT EASTERN's** conforme thereto;
- c. **GREAT EASTERN's** offer, including the eligibility requirements, technical and financial proposals, and all other documents or statements submitted;
- d. Performance Security;
- e. Schedule of Requirements;
- f. Technical Specifications; and
- g. 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.

[Signature]
 GREAT EASTERN's Witness

- 3. The lease of venue referred to in this Contract shall commence on 29 August 2023, and end on 1 September 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.

[Signature]
MERLE B. DACASIN
 GREAT EASTERN

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 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 or the minimum guaranteed number as specified in the Schedule of Requirements and Technical Specifications.

[Signature]
MA. TERESA S. FULGAR
 Chief Administrative Officer
 DEPED's Witness

[Signature]
GLORIA JUMAMIL-MERCADO
 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.

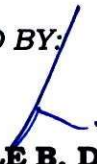
7. **GREAT EASTERN** shall be liable for liquidated damages in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion, for every day of delay. **DEPED** shall deduct the liquidated damages from any money due or which may become due to **GREAT EASTERN**. Once the accumulated amount of the liquidated damages reaches 10% of the Contract Price, **DEPED** may rescind or 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:


MA. TERESA S. FULGAN
 Chief Administrative Officer
 DEPED's Witness


 GREAT EASTERN's Witness

CERTIFIED FUNDS AVAILABLE: ₱542,400-


MA. RHUNNA L. CATALAN

Chief Accountant
 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 12 SEP 2023 2023 personally appeared:

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

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


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. 305;
Page No. 63;
Book No. 122;
Series of 2023.


ATTY. LETICIA M. AMON
Notary Public
NOTARY PUBLIC
Pasig, Pateros & San Juan
Valid Until December 31, 2023
Roll No. 22188
PTR AA No. 0112306/01-03-231
Lifetime IBP Member No. 04286
Official Receipt No. 574709, IBP Chapter
MCLE Compliance No. VII-0000050/6-18-2019
Ground Flr. Armal Centre, U. Velasco, Ave.,
Malinao, Pasig City

REPUBLIC OF THE PHILIPPINES)

_____QUEZON CITY, (METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for QUEZON CITY,
Philippines, this ____ day of 29 AUG 2023 2023 personally appeared:

NAME

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

MERLE B. DACASIN
Account Officer
GREAT EASTERN

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. 3164;
Page No. 79;
Book No. 350;
Series of 2023.

NOTARY PUBLIC

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. 7w Sgt. Borromeo St. cor. Panay Ave., Q.C.
HRP No. 264495; Q.C.; 1-3-2023
PTR No. 4007196; Q.C.; 1-3-2023
MCLE VII-0019570; 5-30-22