



Republic of the Philippines
Department of Education
 Administrative Service
 Events Assistance and Services Unit

[Signature]
 A/B/c/d/e
 ORACLE HOTEL AND RESIDENCE CORP.'s Witness

PROJECT REFERENCE NO.: 2024-EASU(0294)-PT-NPLRPV

PROJECT TITLE: Procurement of venue with Board and Lodging for the conduct of Year-End Performance Review

CONTRACT NO.:2024-EASU-0294-OUA

LEASE CONTRACT

[Signature]
 JOANNA MAY M. HALABASO
 ORACLE HOTEL AND RESIDENCE CORP.

THIS CONTRACT made and entered into this DEC 06, 2024 day of 2024 by and between the **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Undersecretary for Administration, **ATTY. MEL JOHN I. VERZOSA**, as per **Office Order OO-OSEC-2024 No. 189 dated August 9, 2024** (hereinafter referred to as "**DEPED**"); and **ORACLE HOTEL AND RESIDENCE CORP.**, represented herein by its Sales Manager, **JOANNA MAY M. HALABASO** with office address at 317 Katipunan Ave. Loyola Heights District 3, Quezon City, (hereinafter referred to as the "**ORACLE HOTEL AND RESIDENCE CORP.**").

DEPED and ORACLE HOTEL AND RESIDENCE CORP. are collectively called **PARTIES.**

WHEREAS, DEPED requested quotations from prospective lessors for the procurement of venue for **Procurement of venue with Board and Lodging for the conduct of Year-End Performance Review**, and received quotation from one (1) prospective lessor; **DEPED** evaluated the offer of the prospective lessor and declared **ORACLE HOTEL AND RESIDENCE CORP.** as having the Single Calculated Quotation for the project; after post-qualification, **DEPED** declared the quotation of **ORACLE HOTEL AND RESIDENCE CORP.** as the Single Calculated Responsive Quotation in the sum of **PHILIPPINE PESOS: ONE HUNDRED FORTY THOUSAND AND 00/100 (P140,000.00) only**, (hereinafter called the "Contract Price") detailed as follows:

Date of Activity/ Inclusive Dates	Estimated Number of Pax	Location	Amount (in PhP)
December 9-10, 2024	40	Quezon City	₱140,000.00

[Signature]
 ATTY. JOSEPHINE IVANE V. CABILDO
 DEPED's Witness

[Signature]
 ATTY. MEL JOHN I. VERZOSA
 DEPED


ATTY. MEL JOHN VERZOSA
DEPED


ATTY. JOSEPHINE IVANE V. CABILDO
DEPED's Witness


JOANNA MAY M. HABABASO
ORACLE HOTEL AND RESIDENCE CORP.


ATTY. MAY M. HABABASO
ORACLE HOTEL AND RESIDENCE CORP.'s Witness

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. **2024-EASU-281** dated **December 6, 2024**;
 - b. Notice of Award of Contract and **ORACLE HOTEL AND RESIDENCE CORP.**'s conforme thereto;
 - c. **ORACLE HOTEL AND RESIDENCE CORP.**'s offer, including the eligibility requirements, technical and financial proposals, and all other documents or statements submitted;
 - d. Schedule of Requirements (Annex "A");
 - e. Technical Specifications (Annex "B"); and
 - f. Other contract documents required by existing laws and/or **DEPED**. **ORACLE HOTEL AND RESIDENCE CORP.** 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 **December 9, 2024** and end on **December 10, 2024**, subject to **ORACLE HOTEL AND RESIDENCE CORP.**'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 Procurement Committee of the Events Assistance and Services Unit based on the actual offer of **ORACLE HOTEL AND RESIDENCE CORP.**, and reflected in the post-qualification report, which is hereto attached as Annex "C" and made an integral part hereof.

Any proposal by **ORACLE HOTEL AND RESIDENCE CORP.** 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 **ORACLE HOTEL AND RESIDENCE CORP.** for substitution shall not result in any additional cost or undue burden to **DEPED**.
5. **ORACLE HOTEL AND RESIDENCE CORP.** 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 **ORACLE HOTEL AND RESIDENCE CORP.** 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 **ORACLE HOTEL AND RESIDENCE CORP.** within 60 days, through the Government

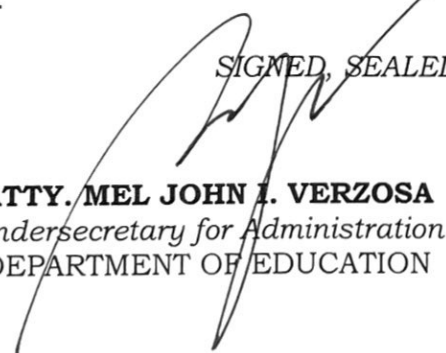
disbursement procedure and subject to applicable taxes, upon DEPED's receipt of the complete documentary requirements from **ORACLE HOTEL AND RESIDENCE CORP.**. Such payment shall be based on the actual number of registered participants, or the minimum guaranteed number of participants as indicated in the Technical Specifications.


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. **ORACLE HOTEL AND RESIDENCE CORP.** 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 **DEPED**. 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 Republic Act No. 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:


ATTY. MEL JOHN I. VERZOSA
Undersecretary for Administration
DEPARTMENT OF EDUCATION



JOANNA MAY M. HALABASO
Sales Manager
ORACLE HOTEL AND RESIDENCE
CORP.

SIGNED IN THE PRESENCE OF:


ATTY. JOSEPHINE IVANE V. CABILDO
DEPED's Witness


ATTY. RHUNNA L. CATALAN
ORACLE HOTEL AND RESIDENCE
CORP.'s Witness

CERTIFIED FUNDS AVAILABLE: ₱140,000.00


M.A. RHUNNA L. CATALAN
Chief Accountant

REPUBLIC OF THE PHILIPPINES)
CITY OF QUEZON CITY S.S.

ACKNOWLEDGEMENT

BEFORE ME a Notary Public, and for
QUEZON CITY
Philippines, this DEC 06 day of 2024, 2024 personally appeared:

NAME

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

ATTY. MEL JOHN I. VERZOSA
Department of Education


JOANNA MAY M. HALABASO
Sales Manager
ORACLE HOTEL AND RESIDENCE CORP.

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.

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Book No. : 1XXXV-B
Series of 2024


ATTY. FELIZARDO M. IBARRA
Notary Public for Q.C./ Until Dec. 31, 2024
Roll No. 80835
PTR No. 5452394D/Jan. 02, 2024/Q.C.
IBP No. 254794(2022-2024)/Q.C.
MCLE Comp. No. VIII- 0000973(04/15/2022-04/14/2025)
Admin. Matter No. NP-223(2023-2024)
Quirino Highway, Brgy. Kaligayahan Q.C.