



Camille Alvarez
CAMILLE ALVAREZ
TANZA OASIS' Witness

Larry Perillo-Franco
LARRY PERILLO-FRANCO
TANZA OASIS

Wynona Nicole B. Orlina
WYNONA NICOLE B. ORLINA
DEPED's Witness

Gloria Jumamil-Mercado
GLORIA JUMAMIL-MERCADO
DEPED

PROJECT: Procurement of Venue with Board and Lodging of Participants for Mid-Year Assessment of PAS-PD
CONTRACT NO.: 2023-PAS3(001)-BIV-NPLRPV035-C033

LEASE CONTRACT

SEP 08 2023

THIS CONTRACT made and entered into this _____ 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 **TANZA OASIS HOTEL AND RESORT**, represented herein by its Authorized Representative, **LARRY PERILLO-FRANCO**, with office address at Km. 41 A. Soriano Highway, Barangay Capipisa East, Tanza, Cavite (hereinafter referred to as "**TANZA OASIS**").

DEPED and **TANZA OASIS** 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 **TANZA OASIS** as having the Lowest Calculated Quotation for the project; after post-qualification, **DEPED** declared the quotation of **TANZA OASIS** as the Lowest Calculated Responsive Quotation in the sum of **PHILIPPINE PESOS TWO HUNDRED EIGHTY THOUSAND and 00/100 (PhP280,000.00) 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)
11-14 September 2023	35	Four (4) days	Region IV-A	280,000.00

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-PAS3(001)-BIV-NPLRPV-035** dated 28 July 2023;
 - b. Notice of Award of Contract and **TANZA OASIS'** conforme thereto;

C. Alvarez
CAMILLE ALVAREZ
TANZA OASIS' Witness

Larry Perillo-Franco
LARRY PERILLO-FRANCO
TANZA OASIS

Wynona Nicole G. Oruna
WYNONA NICOLE G. ORUNA
DEPED's Witness

Gloria Sumamil-Mercado
GLORIA SUMAMIL-MERCADO
DEPED

- c. **TANZA OASIS'** 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**. **TANZA OASIS** 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 22 August 2023 and end on 25 August 2023, subject to **TANZA OASIS'** 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 **TANZA OASIS**, and reflected in the post-qualification report, which is hereto attached as Annex "A" and made an integral part hereof.

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

- 5. **TANZA OASIS** 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 **TANZA OASIS** 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 **TANZA OASIS** within 60 days, through the existing Government disbursement procedure and subject to applicable taxes, upon **DEPED's** receipt of the complete documentary requirements from **TANZA OASIS**. 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. **TANZA OASIS** 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 **TANZA OASIS**. 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


LARRY PERILLO-FRANCO
Authorized Representative
TANZA OASIS

SIGNED IN THE PRESENCE OF:


WYNONA NICOLE B. ORUNA
DEPED's Witness


CAMILLE L. ALVAREZ
TANZA OASIS' Witness

CERTIFIED FUNDS AVAILABLE:

Chief Accountant

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

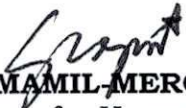
ACKNOWLEDGMENT

CITY OF MANILA

BEFORE ME, a Notary Public in and for _____,
Philippines, this ____ day of **SEP 08 2023** 2023 personally appeared:

NAME

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


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

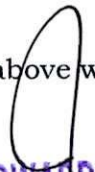
P6519758A, 22 March 2018
DFA Manila

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. 7;
Page No. 03;
Book No. XIII;
Series of 2023.


ATTY. JOHN EDWARD T. ANG
Notary Public for City of Manila
NOTARY PUBLIC
2F Midland Plaza Hotel, Adriatico St. Ermita, Manila
Notarial Commission No. 2023-091 Manila until 12-31-2024
IBP No. 293899 Issued on Jan. 10, 2023 until Dec. 31, 2023 Pasig City
PTR No. 0022023 Jan. 03, 2023 Manila
Roll No. 68731 Issued on May 29, 2017
MCLE No. VII-0011073 Issued on March 1, 2021 until April 30, 2022

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

ACKNOWLEDGMENT

BEFORE ME, a Notary Public in and for CITY OF MANILA,
Philippines, this SEP 08 2023 day of 2023 personally appeared:

NAME
LARRY PERILLO-FRANCO
Authorized Representative
TANZA OASIS

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

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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PTR No. 0822023 Jan. 03, 2023 Manila
Roll No. 68731 Issued on May 20, 2017
MCLE No. VII-0011975 Issued on March 1, 2023 until April 10, 2025



Republic of the Philippines
Department of Education
 PUBLIC AFFAIRS SERVICE

Publications Division

FOR : **ATTY. CHRISTIAN E. RIVERO**
 BAC IV Vice-Chairperson
 Bids and Awards Committee (BAC) IV

THROUGH : **ATTY. RHOAN L. OREBIA**
 Director IV, Procurement Management Service
 Head, BAC Secretariat Division

FROM : **MARIBEL P. CABASAL**
 Chief Administrative Officer
 Public Affairs Service – Publications Division

SUBJECT : **CHANGE OF DATE ON THE MIDYEAR ASSESSMENT AND
 PLANNING WORKSHOP OF THE PUBLIC AFFAIRS
 SERVICE-PUBLICATIONS DIVISION**

DATE : July 28, 2023

RECEIVED
 BAC Secretariat Division

AUG 09 2023

Time: 10:57 am
 Doc. No. 2023-08-1819
 By: JAMES ROY B. LUIS
 Administrative Support II
 BAC Secretariat Division

Maribel P. Cabasal

The Public Affairs Service–Publications Division (PAS–PD) is set to hold its Midyear Assessment and Planning Workshop on July 18–21, 2023, within the area of Cavite.

However, there is a need to change the date from July 18–21, 2023 to September 11–14, 2023, due to the scheduled activities this July (e.g., National Schools Press Conference, National Festival of Talents, Learners’ Convergence, and *Palarong Pambansa*) and August (e.g., *Brigada Eskwela* Kick Off, *MATATAG* Curriculum Launch, *Oplan Balik Eskwela* Launch, and National School Opening Day Program). The Creative Media Unit (CMU), one of the units of PAS–PD, is in charge of all multimedia concerns during the said activities. With CMU in mind, PAS–PD would like all personnel to attend the workshop.

In this regard, this Office respectfully informs the Bids and Awards Committee (BAC) IV that the Midyear Assessment and Planning Workshop will be moved to September 11–14, 2023.

Thank you.