Republic of Philippines DEPARTMENT OF EDUCATION

DepEd Complex, Meralco Avenue, Pasig City https://www.deped.gov.ph/

PROJECT: Lease of Office Space for the Transfer of DepEd Central Office **Officials** and Affected Offices of the Ongoing Rehabilitation and Retrofitting (RRR)

CONTRACT NO.: 2024c-AdmS1(024)-BI-NPLRPV064-C267

LEASE CONTRACT

THIS **CONTRACT** is made and entered into this 2024 by and between the **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Undersecretary, ATTY. MEL JOHN I. VERZOSA, as per DepEd Order No. 017, s. 2024 dated 4 December 2024 (hereinafter referred to as "DEPED"); and TECHZONE PHILIPPINES INC., represented herein by its Authorized Representative, AURELIO **D. TABLANTE Jr.**, with office address at 7F STI Holdings Center, 6764 Ayala Avenue, Makati City (hereinafter referred to as "TECHZONE" as per the Secretary Certificate dated 20 December 2024 (hereto attached as Annex "A").

DEPED and **TECHZONE** are collectively called as **PARTIES**.

WHEREAS, DEPED requested quotations from prospective lessors for the procurement of venue for Lease of Office Space for the Transfer of DepEd Central Office Officials and Affected Offices of the Ongoing Repair, Rehabilitation and Retrofitting (RRR) and received quotations from seven (7) prospective lessors; **DEPED** evaluated the offers of the prospective lessors and declared **TECHZONE** as having the Lowest Calculated Quotation for the project; after post-qualification, **DEPED** declared the quotation of **TECHZONE** as the Lowest Calculated Responsive Quotation in the sum of PHILIPPINE PESOS EIGHTY-FIVE MILLION, TWO HUNDRED FORTY-FOUR THOUSAND, SEVEN HUNDRED NINETY-SEVEN and 92/100 (PhP85,244,797.92) ONLY, detailed as follows:

Description	Quantity	Amount (PhP)
Lease of Office Space for the Transfer of DepEd Central Office Officials and Affected Offices of the Ongoing Repair, Rehabilitation and Retrofitting (RRR).	7,287.69 square meters	85,244,797.92

WHEREAS, TECHZONE offered a reduced contract price with the same technical specifications as provided in the submitted Request for Quotation in the amount of PHILIPPINE PESOS SIXTY-EIGHT MILLION TWO HUNDRED TWELVE HUNDRED SEVEN AND **SEVENTY-EIGHT** (Php68,212,778.40) ONLY, (hereinafter called the "Contract Price") detailed as follows:

I	Area in sq. m	Rate/sq. m (Php)	Rent/Month (Php)	Rent/Year (Php)
Leased Floors		Php 780.00	Php	Php
(16th to 18th	7,287.69	Inclusive of	5,684,398.20	68,212,778.40
Floors)		VAT, CUSA		

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AURELIO D. NATIPONGUIT ELLA CECIL

DEPED's Witness

TABLANTE Jr.

ATTY. MEL JOHN I. VERZOSA

WHEREAS, TECHZONE offered to provide with at least one (1) gigabit per second (1 Gbps) of high-speed internet service and all costs related to the installation, maintenance, and operational support of the internet service shall be borne by **TECHZONE** at no additional expense to the **DEPED**.

WHEREAS, TECHZONE offered to install a proximity card access system at key entry points, including floors occupied by **DEPED**, and all installation, operational, and maintenance costs shall be borne by **TECHZONE** at no additional expense to the **DEPED**.

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. **2024c-AdmS1(024)-BI-NPLRPV-064** dated December 16, 2024;
 - b. Notice of Award of Contract and **TECHZONE**'s conforme thereto;
 - TECHZONE'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. Inspection and Acceptance Report(s), including certification by the proponent, as approved by the duly authorized DepEd representative, that the items have been delivered and/or properly installed and commissioned in the accordance with the contract.
 - g. Other contract documents required by existing laws and/or DepEd in the Bidding Documents. **TECHZONE** agrees that additional 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, Variation Order, and Warranty Security, shall form part of the Contract.
- 3. The term of lease is one (1) year, subject to renewal pursuant to GPPB Resolution 06-2022. The lease shall commence from the move-in date specified in the Notice to Proceed (NTP). The lessor shall handover the subject property within fifteen (15) days upon receipt of the NTP.
- 4. The lease of real property 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 **TECHZONE**, and reflected in the post-qualification report, which is hereto attached as Annex "C" and made an integral part hereof.

Any proposal by **TECHZONE** 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

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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 TECHZONE for substitution shall not result in any additional cost or undue burden to **DEPED**.

- 5. **TECHZONE** 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 **TECHZONE** to comply with this provision shall be a ground for cancellation of the Contract.
- TECHZONE shall shoulder all costs and expenses related to the Common 6. Use Service Area (CUSA) throughout the lease term. For purposes of this Contract, CUSA shall refer to the maintenance fees for the use of the common areas such as, but not limited to: restrooms, lobby and other shared spaces that can be used by all the tenants of the building.
- 7. TECHZONE agrees to provide with at least one (1) gigabit per second of high-speed internet service, as part of the lease contract. All costs related to the installation, maintenance, and operational support of the internet service shall be shouldered by **TECHZONE** at no additional expense to the DEPED.
- 8. **TECHZONE** shall provide fifty (50) exclusive parking slots free of charge. This allocation shall be reserved solely for DEPED's official use throughout the lease term.
- 9. TECHZONE shall install a proximity card access system at key entry points, including floors occupied by **DEPED**, for enhanced building security and controlled access. All installation, operational, and maintenance costs shall be borne by TECHZONE.
- **TECHZONE** shall designate one (1) service elevator exclusively for the use of the Secretary of Education and the Executive Committee whenever they are present within the premises to ensure privacy, efficiency, and secure movement within the building.
- In accordance with Annex "D" 4.3 (c) on the Contract Implementation Guidelines for the Procurement of Goods, Supplies and Materials, the payment of the Contract Price shall be made to **TECHZONE** as follows:

The **DEPED** shall remit a single advanced payment to **TECHZONE** equivalent to twenty-five percent (25%) of the Contract Price. Monthly payments will commence three (3) months after initial usage, which shall be made on or before the fifteenth (15th) day of the month, following a 25% advance payment.

TECHZONE shall issue the corresponding billing statement to DEPED on or before the tenth (10th) day of the each month to allow adequate time for processing and compliance with government accounting and auditing procedures.

Other documents in support of a request for payment may be required by **DEPED** pursuant to existing disbursement, accounting, and auditing rules and procedures.

- 12. 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, without waiving any state privilege granted by law, 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.
- 13. Any amendments, modifications, or supplements to this Contract shall be made in writing and signed by the duly authorized representatives of both PARTIES. No modification shall be valid or binding unless expressly agreed upon by DEPED and TECHZONE through a written agreement executed with the same formalities as this Contract.

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:

10

ATTY. MEL JOHN I. VERZOSA

Undersecretary

AURELIO D. TABLANTE Jr.

Authorized Representative Techzone Philippines Inc.

SIGNED IN THE PRESENCE OF:

ELLA CECILIA G. NALIPONGUIT DEPED'S Witness

Techzone Philippines Inc.'s Witness

CERTIFIED FUNDS AVAILABLE: \$68,212,778.40

Chief Accountment

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

ACKNOWLEDGMENT

	BEFORE ME, a	Notary	Public in and for _	DAGIC	CITY	_, Philippines,
this _	day of	202L	Public in and for _ 2024 personally	appeared:	CIII	
	7 7 DEL	LULT				

NAME

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

ATTY. MEL JOHN I. VERZOSA
Undersecretary
Head of the Procuring Entity
DEPED

NOT-03-498296/11-30-2022/ LTO

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 five (5) pages (exclusive of attachments), including 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. 362
Page No. 62;
Book No. 3;
Series of 2024.

ATTY. JOSE FRAN S. MARASIGA

NOTAP PUBLIC

UNTIL DECEMBER 31, 2025

ROLL NO. 88329

IBP NO. 419282

PTR NO. 2039030

APPOINTMENT NO. 218 (2024-2025)
MCLE COMPLIANCE NO. VIII-0007885
TIN NO. 273-491-142

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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 7 DEC 2024	2024 personally	appeared:	, , , , , , , , , , , , , , , , , , , ,

NAME

GOVERNMENT ISSUED ID

(Number, Issued On, Issued By)

P65733788/03-26-2021/OFA

AURELIO D. TABLANTE Jr.

Authorized Representative Techzone Philippines Inc.

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 six (6) pages (exclusive of attachments), including 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. 33 Page No. 62 Book No. 3

Series of 2024

ATTY. JOSE FRA

R. MARASIGAN NOTARY PUBLIC UNTIL DECEMBER 31, 2025 ROLL NO. 88329

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