Corporation

DEPED's Witness



Republic of Philippines

DEPARTMENT OF EDUCATION



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

PROJECT: LEASE OF OFFICE SPACE - Repost CONTRACT NO.: 2024c-TECS(079)-BI-NPLRPV054a-C266

LEASE CONTRACT

DEC 27 2024

THIS CONTRACT is made and entered into this _____ day of 2024 by and between the **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Executive Director V for Teacher Education Council Secretariat, **JENNIE V. JOCSON**, as per DepEd Order No. 017, s. 2024 dated 4 December 2024 (hereinafter referred to as "**DEPED**"); and **PPC ONE ESTATE CORPORATION**, represented herein by its Authorized Representative, **KRISTINE S. CO**, with office address at 28F The Upper Class Tower, Quezon Ave. cor Scout Reyes St. Paligsahan QC (hereinafter referred to as "**PPC**" as per Omnibus Sworn Statement dated 22 November 2024 (hereto attached as Annex "A").

DEPED and **PPC** are collectively called **PARTIES**.

WHEREAS, DEPED requested quotations from prospective lessors for the procurement of venue for Lease of Office Space, and received quotations from one prospective lessors; DEPED evaluated the offers of the prospective lessors and declared PPC as having the Single Calculated Quotation for the project; after post-qualification, DEPED declared the quotation of PPC as the Single Calculated Responsive Quotation in the sum of PHILIPPINE PESOS SEVEN MILLION, EIGHT HUNDRED EIGHTY-SIX THOUSAND, TWO HUNDRED THIRTY-SIX and 00/100 (PhP7,886,236.00) ONLY, (hereinafter called the "Contract Price") detailed as follows:

Description	Quantities	Amount (PhP)
Lease of Office Space	The Upper-Class Tower 9th Flr (Quadrant 3&4) 619.38sqm office plus 6 parking lots.	
Monthly Rate (PhP 569,612.41)	12 months	6,835,348.92
Refundable Security Deposit (1,050,887.08)	2 months	1,050,887.08
TOTAL		7,886,236.00

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:

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- a. Resolution to Award No. **2024c-TECS(079)-BI-NPLRPV-054a** dated 11 December 2024;
- b. Notice of Award of Contract and PPC's conforme thereto;
- c. **PPC**'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**. **PPC** 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 within thirty (30) calendar days from the receipt of the Notice to Proceed (NTP) and to be utilized/occupied by the DepEd for one (1) year from the handover of the property to DepEd.
- 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 **PPC**, and reflected in the post-qualification report, which is hereto attached as Annex "C" and made an integral part hereof.

Any proposal by **PPC** to modify the specifications for the lease of office space, 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 **PPC** for substitution shall not result in any additional cost or undue burden to **DEPED**.

- 5. **PPC** shall be responsible to ensure that the lease of office space is in accordance with the schedule and specifications of the award, including incidental and additional services as specified in the Project Reference. Failure on the part of **PPC** to comply with this provision shall be a ground for cancellation of the Contract.
- 6. DepEd shall have the right to visit and inspect **PPC**'s premises covered by this Contract, at any time or stage of contract implementation, to monitor and assess the **PPC**'s capacity to discharge its contractual obligations. Prior to and for purposes of inspection, **PPC** shall ensure convenient access to the goods and services for inspection. **PPC** shall assign personnel to assist DepEd prior to, during and after the inspection. PPC shall coordinate with DepEd Teacher Education Council Secretariat (TECS) for purposes of Inspection and Acceptance.

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- 7. The lease term shall be for one (1) year, renewable, if necessary, upon the notification of **DEPED** in writing at least thirty (30) days prior to the termination of the contract.
- 8. **DEPED** shall remit a monthly payment to PPC in the amount of **Philippine Pesos Five Hundred Sixty-Nine Thousand, Six Hundred Twelve and 41/100 (PhP569,612.41)** within **Sixty (60) Calendar Days**, in accordance with the Government disbursement procedures and subject to applicable taxes. The payment shall be made upon DEPED's receipt of complete documentary requirements from **PPC**.

Other Payment Schedule:

- Security Deposit for two (2) months of the Contract
- Security Deposit equivalent to two (2) month's rents, refundable upon issuance of the final clearance to operate.

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

9. 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.

MBA – JDB – JDEA – E/B – SVA – TSF – GLC malmodiel | 2024c-TECS(079)-BI-NPLRPV054a-C266 **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:

JENNIE V. JOCSON

Executive Director V
Teacher Education Council Secretariat
DEPED

KRISTINE S. CO

Authorized Representative PPC One Estate Corporation

SIGNED IN THE PRESENCE OF:

DEPED's Witness

PPC One Estate Corporation's

Witness

CERTIFIED FUNDS AVAILABLE: \$7,886,23.

MA. RHUNNAL. CATALAN

Chief Accountant

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REPUBLIC OF THE PHILIPPINES) Pasig City , METRO MANILA) S.S

ACKNOWLEDGMENT	ACK	NOW	LEDG	MENT
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Pasig City

BEFORE ME, a Notary Public in and for , Philippines, this ____ day of NFC 2.7 2024 2024 personally appeared:

GOVERNMENT ISSUED ID

(Number, Issued On, Issued By)

PRC ID NO. 0842435

JENNIE V Executive Director V

Teacher Education Council Secretariat

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), 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.

NOTARY PUBLIC

Doc. No. 260.
Page No. 33
Book No. 3

Series of 2024.

Cities of Pasig, San Juan and Pateros, Metro Manila 21k Strata 100 Blddg., Don F. Ortigas St., Pasig City Appointment No. 150; Until Dec. 31, 2024 SC. Roll No. 81022/05-21-2022 IBP No. 423716 / 01/16/2024; IBP Manila 1 PTR No. 1716816 / 01/16/2024; Pasig City MCLE No. VIII-0006903 02/20/2024-04/14/2028

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REPUBLIC OF THE PHILIPPINES) METRO MANILA) S.S

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	BEFORE ME, a Notary Public in and for	Pasig City	, Philippines,
this _	day of DEC 2 7 2024 2024 personally ap	opeared:	

NAME

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

KRISTINE'S. CO.

Authorized Representative PPC One Estate Corporation

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), 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.

NOTARY PUBLIC

Doc. No. 26/ Page No. 54, Book No. 7:

Series of 2024.

ATTY. JOMAR M. HIZOLA

Cities of Pasig, San Juan and Pateros, Metro Maniba 21k Strata 100 Blddg., Don F. Ortigas St., Pasig City Appointment No. 150; Until Dec. 31, 2024 SC. Roll No. 81022/05-21-2022 IBP No. 423716 / 01/16/2024; IBP Manila 1 PTR No. 1716816 / 01/16/2024; Pasig City MCLE No. VIII-0006903 02/20/2024-04/14/2029

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