



PROJECT: Lease of Real Property to Store Various Learning Tools and Equipment at Various Supplier's Warehouses
CONTRACT NO.: 2024c-BLR4(017)-BV-NPLRPV072-C324

LEASE CONTRACT

THIS CONTRACT is made and entered into this ____ day of DEC 28 2024 2024 by and between the **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Assistant Secretary for Curriculum and Teaching, **JANIR T. DATUKAN**, as per DepEd Order No. 17, s. 2024, dated 4 December (hereinafter referred to as "**DEPED**"); and **PROVERBS ENTERPRISES**, represented herein by its Proprietor, **TEODULO G. FULGENCIO**, with office address at Km. 314 National Highway, Capirpiriwan, Cordon Isabela (hereinafter referred to as "**PROVERBS**").

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

WHEREAS, DEPED requested quotations from prospective lessors for the procurement venue for Lease of Real Property to Store Various Learning Tools and Equipment at Various Supplier's Warehouses consisting of three (3) lots, and received a quotation from a sole prospective lessor for **Lot No. 1**; **DEPED** evaluated the offer of the prospective lessor and declared **PROVERBS** as having the Single Calculated Quotation for Lot No. 1; after post-qualification, **DEPED** declared the quotation of **PROVERBS** as the Single Calculated and Responsive Quotation for Lot No. 1 in the sum of **PHILIPPINE PESO FIVE HUNDRED SIXTY-EIGHT THOUSAND, SEVEN HUNDRED FIFTY-SIX AND 00/100 (PhP568,756.00) ONLY**, (hereinafter called the "Contract Price") detailed as follows:

Lot No.	Description	Quantity	Duration	Amount (Php)
1	Lease of Real Property to Store Various Learning Tools Equipment at Various Supplier's Warehouses at Scientific Product Company Warehouse ¹	1 Lot	One Hundred Twenty (120) calendar days	568,756.00

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

In this Contract, words and expressions shall have the same meaning as respectively assigned to them in the Project Reference.

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:

¹ "at Scientific Product Company Warehouse" refers to the location where the Learning Tools and Equipment are currently stored.

[Signature]
 Witness

[Signature]
TEODULO G. FULGENCIO
 PROVERBS ENTERPRISES

[Signature]
 DEPED's Witness

[Signature]
ASEC. JANIR T. DATUKAN
 DEPED

[Signature]
ALMA RUBY C. TORIO
 Assistant Secretary
 Curriculum and Teaching

[Signature]

Witness

- a. Resolution to Award Nos. **2024c-BLR4(016)-BV-NPLRPV-065a and 2024c-BLR4(017)-BV-NPLRPV-072** dated December 11, 2024;
- b. Notice of Award of Contract and **PROVERBS'** conforme thereto;
- c. **PROVERBS'** offer, including the eligibility requirements, technical and financial proposals, and all other documents or statements submitted;
- d. Performance Security (*if applicable*);
- e. Schedule of Requirements;
- f. Technical Specifications; and
- g. Other contract documents required by existing laws and/or **DEPED**. **PROVERBS** 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.

TEODORO G. FULGENCIO
PROVERBS ENTERPRISES

- 3. The lease of venue referred to in this Contract shall commence within Fifteen (15) calendar days, subject to **PROVERBS'** 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 **PROVERBS**, and reflected in the post-qualification report, which is hereto attached as Annex "A" and made an integral part hereof.

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

DEPED's Witness

- 5. **PROVERBS** 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 **PROVERBS** to comply with this provision shall be a ground for cancellation of the Contract.
- 6. The method and conditions of payment to be made to **PROVERBS** through the Government disbursement procedure within sixty (60) days after the date of acceptance of Goods at the project Site and upon submission of documents under this contract shall be as follows:

Advance Payment

An advance payment not to exceed fifteen percent (15%) of the contract amount shall be allowed and paid within 60 calendar days from the signing of the contract. An irrevocable letter of credit or bank guarantee of an equivalent amount must be submitted and shall remain valid until the goods are delivered, and accompanied by a claim for advance payment.

ASEC. JANIR T. DATUKAN
DEPED

ALMA RUBY C. TORIO
Assistant Secretary
Curriculum and Teaching

Progress Payment

Monthly payment for Four (4) months upon submission of billing documents every month. All progress payment shall first be charged against the advance payment until the latter has been fully exhausted.

(NOTE: The Supplier must furnish a copy of the above-mentioned documents to the End-user [(BLR-Cebu)] and the Contract Management Division of the Procurement Management Service, Central Office.)

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. **PROVERBS** 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 **PROVERBS**. Once the accumulated amount of the liquidated damages reaches ten percent (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:


ALMA RUBY C. TORIO
 Assistant Secretary
 Curriculum and Teaching

JANIR T. DATUKAN
 Assistant Secretary
 Curriculum and Teaching
 DEPED


TEODULO G. FULGENCIO
 Proprietor
 PROVERBS ENTERPRISES

SIGNED IN THE PRESENCE OF:



 DEPED's Witness



 PROVERBS ENTERPRISES' Witness

CERTIFIED FUNDS AVAILABLE: ₱568,756-


MA. RHUNNA L. CATALAN
 Chief Accountant

REPUBLIC OF THE PHILIPPINES)

PASIG CITY, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in PASIG CITY, Philippines,
this DEC 28 2024 day of _____ 2024 personally appeared:

ALMA RUBY C. TORIO
Assistant Secretary
Curriculum and Teaching

NAME

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

JANIR T. DATUKAN
Assistant Secretary
Curriculum and Teaching
DEPED

P6514692A, 22 Mar 2018, DFA
Manila Philippine Passport

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 (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.

Doc. No. 448 ;
Page No. 91 ;
Book No. VII ;
Series of 2024.

NOTARY PUBLIC
Christopher C. Sandico
Commission No. 29 (2023-2024)
Notary Public for Pasig, Pateros and San Juan
Until December 31, 2024
27 Duhat St. Valle Verde 1, Brgy. Ugong Pasig City
Roll No. 50321
PTR No. 8141299; 1-21-2022; Pasig City
IBP No. 5326 (lifetime) Rizal

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

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in PASIG CITY, Philippines,
this ____ day of DEC 28 2024 2024 personally appeared:

NAME
[Signature]
TEODULO G. FULGENCIO
Proprietor
PROVERBS ENTERPRISES

GOVERNMENT-ISSUED ID
(Number, Issued On, Issued By)
N02-92-198516 2024/08/28 LTD
DRIVER'S LICENSE

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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[Signature]