

**CONTRACT AGREEMENT
ON WAREHOUSE RENTAL**

KNOW ALL MEN BY THESE PRESENT:

This agreement entered into this 1st day of April 2022 by and between:

The LPM represented by owner **Mr. Pepito F. Abrenica Jr.** Owner / Proprietor of warehouse and with address Cajimos, Romblon, Romblon at herein referred as to the **LESSOR**;

-and-

The **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT - FIELD OFFICE IV MiMaRoPa**, an executive department and line agency duly created and existing under Philippine laws, with office address at **1680 F. T. Benitez St. Malate, Manila**, represented by Regional Director **FERNANDO R. DE VILLA JR., CESO III** herein referred as the **LESSEE**.

-WITNESSETH, That –

WHEREAS, the **LESSOR** is the absolute legal owner of the warehouse located at Cajimos, Romblon, Romblon herein referred to as "**Premises**".

WHEREAS, the **LESSOR** has agreed to on lease and DSWD has agreed to take on lease of the Premises on the terms and conditions herein after contained.

NOW THEREFORE, the **LESSOR** and **LESSEE** agree on the following:

**ARTICLE I
LEASE PERIOD**

1. The **LESSOR** shall lease the Premises with **300 sq meters** to the **LESSEE** for the period **April 1, 2022 – December 31, 2022**.
2. This **Contract Agreement** shall remain firm and binding and shall not be terminated before the expiration of the aforementioned lease period unless otherwise agreed by both parties.

**ARTICLE II
RENT**

1. The rent for the Premises is hereby fixed at **SIXTY THOUSAND PESOS ONLY (PHP 60, 000.00) per month inclusive of all applicable taxes** and shall not be revised during the lease period; and
2. All payments shall be effected to the **LESSOR's** bank account.

FERNANDO R. DE VILLA JR., CESO III
Regional Director

PEPITO F. ABRENICA JR.
Proprietor

**ARTICLE III
SECURITY DEPOSIT**

1. Upon signing of this lease contract, the **LESSEE** shall also deposit with the **LESSOR** as Security Deposit, an amount equal to one month rental amounting to **SIXTY THOUSAND PESOS ONLY (Php 60, 000.00)**.

2. The Security Deposit shall be kept by the **LESSOR** during the term of the lease to answer for unpaid bills, e.g. water, electricity, telephone or for damages to the premises not due to natural wear and tear. After sixty (60) days from termination of this lease, the Security Deposit, net of said unpaid bills and costs of repairs to the premises shall be refunded to the **LESSEE** without interest. Should the Security deposit be insufficient, the **LESSEE** shall be further liable to pay and answer for the balance.

**ARTICLE IV
EXTENSION**

1. This **Agreement** shall be extended by any period of time as agreed between the **LESSOR** and the **LESSEE** on the same terms and conditions, or any such terms agreed between the Parties at the time.

**ARTICLE V
OBLIGATION OF THE LESSOR**

1. The **LESSOR** covenants that it shall:

- The **LESSOR** shall maintain the cleanliness and orderliness of the warehouse to ensure good ventilation to avoid rodents and pest's infestation. The **LESSOR** shall provide enough space between food and non-food items for easy repacking;
- The **LESSOR** shall deliver or release the goods to the Procuring Entity upon termination of this Agreement. The **LESSOR** shall not deliver or release the goods to someone who is not lawfully entitled to the possession of them. The goods shall only be released to the **LESSEE** through its authorized representatives specified in the non-negotiable warehouse receipt or other written authority from the **LESSEE**;
- In case the **LESSOR** refuses or fails to deliver or release the goods in compliance with a demand by the **LESSEE**, when exercising warehouse lien, the burden shall be upon the **LESSOR** to establish the existence of a lawful excuse for such refusal;
- The **LESSOR** may not assign this Agreement, or any of its rights and obligations arising from this Agreement;
- Except in cases expressly specified by law and this Agreement, the **LESSOR** shall not be responsible for force majeure or those events which could not be foreseen, or which, though foreseen, were inevitable.


FERNANDO R. DE VILLA JR., CESO III
Regional Director


PEPITO F. ABRENICA JR.
Proprietor

**ARTICLE VI
OBLIGATIONS OF THE LESSEE**

1. The **LESSEE** covenants that it shall:

- Pay the agreed amount of rent at the time and in the manner provided for hereunder;
- Take proper care of the Premises throughout the period of lease, and be responsible to the actions of the **LESSEE**. The **LESSOR** shall not be held responsible either for any loss or damage on the Premises resulting from natural and man-made disaster, including riots, strikes and civil commotions or any risk unless caused by the **LESSOR**, its agents and employees;
- The **LESSEE** shall shoulder all periodic expenses for telephone, water, electricity and others without necessity of demand during the lease period;
- The **LESSEE** shall not keep, store, deposit in the premises any unlawful substances, i. e. illegal drugs, contraband, obnoxious substances, explosive materials or anything of a highly inflammable nature nor install therein any apparatus, machinery or equipment which may expose the leased premises to fire. The **LESSEE** agrees to comply with the provisions embodied in the insurance policy covering the leased premises a copy of which shall be provided by the **LESSOR**;
- Not to make major alterations in or in additions to the Premises without prior written consent of the **LESSOR**. However, it is agreed that the **LESSEE** shall have the right to build/ install, at its own cost, minor structures, additions and signs, to make small alterations and/ or attach fixtures in or upon the premises as long as the **LESSEE** undertake to restore Premises, at the **LESSOR's** request to the same conditions as that existing at the time of taking possession of the Premises;
- The **LESSOR** hereby understands and agrees that the **LESSEE** may allow to use the Premises by other entities. Without prejudice to the above, the **LESSEE** shall not sub-let the Premise to Third Parties without the consent of the **LESSOR**;

**ARTICLE VII
TERMINATION**

1. Failure by either party to fulfil the obligations stipulated in this Agreement may be a cause for termination, provided, however, that the defaulting party shall be given an opportunity to remedy the default within the reasonable period of time.
2. The Contract may also be terminated by the **LESSEE** with immediate effect should the Premises be damaged by the natural and man-made disasters, war or riot, weather entirely or to an extent rendering them unsuitable for its intended use. If the **LESSEE** chooses to remain in the Premises rendered partially untenable, a proportionate reduction of the prevailing rental payments shall be applied, and an amended lease agreement shall be signed within thirty (30) days of the occurrence of damage.
3. Here the agreement is terminated due to the cause referred to in the preceding paragraph, the balance of any advance rental payments shall refunded to the **LESSEE** within thirty (30) days of termination; and,
4. This **CONTRACT** may also be terminated at the **LESSEE's** sole discretion and without penalty by giving written notice to the **LESSOR** at least sixty (60) days in advance

FERNANDO R. DE VILLA JR., CESO III
Regional Director

PEPITO F. ABRENICA JR.
Proprietor

**ARTICLE IX
DISPUTE RESOLUTION**

1. This Agreement and any dispute arising from it shall be governed by the general principals of law. Should any dispute arise between the Parties regarding this MOA or circumstances related to this Agreement, attempts shall be made to resolve these through conciliation. The conciliation shall be undertaken in accordance with the provision of the Civil Code of the Philippines and such other applicable laws, rules and regulations.

IN WITNESS WHEREOF, the Parties hereto have signed this **AGREEMENT** on MAY 11 2022 in, CITY OF MANILA.

For the LESSOR:



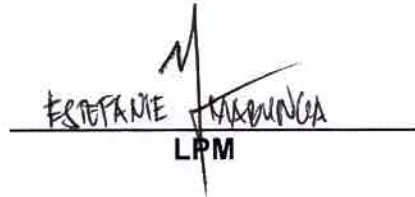
PEPITO F. ABRENICA JR.
Proprietor /Owner

For the LESSEE:



FERNANDO R. DE VILLA JR., CESO III
Regional Director 9

WITNESSES



ESTEFANIE TABUNCA
LPM



JOEL S. MIJARES
OIC- Asst Regional Director for Admin

Availability of funds is hereby certified:



DANILYN T. GALAN
AO IV/ OIC – Head, Accounting Section

REPUBLIC OF THE PHILIPPINES)
MANILA) S.S

BEFORE ME, a Notary Public for and in CITY OF MANILA on this MAY 11 2022 day
of _____ 2022 personally appeared the following with their respective proof of
identification;

FERNANDO R. DE VILLA JR., CESO III
Regional Director

ID No. : _____
Place Issued : _____
Date Issued : _____

PEPITO F. ABRENICA JR.
Proprietor

ID No. : NOI-90-328327
Place Issued : QUEZON CITY
Date Issued : _____

Both known to me to be the same people who executed the foregoing
instrument and who acknowledge to me that the same is their own free will and
voluntary act and deed.

This agreement consisting of five (5) pages signed by the parties and
their instrumental witness in all pages refer to an **AGREEMENT** for the **Rental**
of **Warehouse** by the **LESSEE**.

WITNESS MY HAND AND NOTARIAL SEAL on the date and place
first written.

NOTARY PUBLIC

Doc. No. 208
Page No. 42
Book No. 5
Series of NRV

G. Pasimano
ATTY. GILBERTO B. PASIMANERO
Notary Public Until June 30, 2022
Notarial Commission 2020 - 030
IBP# 16572 Pasig - 10-14-2022
PTR# 0154719 Mila. - 1-3-2022
Roll# 25473, TIN# 103-098-346
MCLE Compl. No. VI-0011418 until 4-14-2022

Purpose: Warehouse Rental for the Province of Romblon.

AOQ No.: 2022-02-0085-LORP

Item No.	Qty	Unit	Purchaser's Requirements	BIDDER'S NAME							
				LPM	JOANN ADARIO	SUNNY FERNANDEZ					
			Bidder's Specification	Unit Cost	Total Cost	Bidder's Specification	Unit Cost	Total Cost	Bidder's Specification	Unit Cost	Total Cost
1	10	months	WAREHOUSE RENTAL FOR THE PROVINCE OF ROMBLON	Per Month	60,000.00	600,000.00	Not Interested	0.00	Not Interested		0.00
			Place: Romblon								
			RATING FACTORS (Warehouse must pass the rating factor of 85% to consider the bid response)								
			I. PREVAILING RENTAL RATE AND AVAILABILITY (35%)								
			> Must not exceed of Approved Budget for the Contract Php60,000.00/month	✓							
			> With more or less 300 sq.m floor area	✓							
			II. LOCATION AND SITE CONDITION (25%)								
			> Must have access roads for vehicles and trucks	✓							
			III. FACILITIES AND AMENITIES (15%)								
			> With safe parking space for vehicle	✓							
			> With available water supply	✓							
			IV. FUNCTIONALITY (15%)								
			> With enough space that can accommodate and safeguard the stockpile	✓							
			> Flood free and good drainage system	✓							
			V. SECURITY, CLEANLINESS AND MAINTENANCE (10%)								
			> Good structural condition	✓							
			> Concrete, safe and with clean surroundings	✓							
			ONE (1) MONTH SECURITY DEPOSIT		60,000.00	60,000.00					
			>>>> NOTHING FOLLOWS <<<<<<								
			Approved Budget for the Contract: Php660,000.00								
			Page 1 of 1			660,000.00					0.00
			TOTAL AMOUNT								
			Within the ABC								
			TOTAL AMOUNT								

Deliberated upon by the DSWD - BIDS COMMITTEE (DSWD-BAC) on 03-10-22 and
 recommends to be awarded to LPM as the sole responsive bid

JAMUEL P. BALBAROCO
 BAC Member

JMEES VILLANUEVA
 BAC Member

GENELIZA D. GABILAN
 BAC Member

SONIA R. DE LEON
 BAC Vice Chairperson

SHEILA S. TABA
 BAC Chairperson

PATRICK G. JARMIN
 Alternate BAC Member

KHEEN MICHAEL G. SE
 Alternate BAC Member

ANGELYN S. AGUNDO
 Alternate BAC Member

Approved by:

FERNANDO R. DE VILLA, JR., CESO III
 Regional Director