

CONTRACT OF LEASE
(For property in the Philippines)

KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into on 30 SEP 2022 at Kidapawan City, North Cotabato, Philippines, by and between;

AZEAT REAL ESTATE LEASING with **MS. EUFEMIA B. TAEZA** as Proprietor, (hereinafter, the Lessor) of legal age, Filipino Citizen, and with permanent address at Phase 2, Block 8, Lot 27, Apo Sandawa Homes, Kidapawan City, North Cotabato Philippines.

AND

The **DEPARTMENT OF FOREIGN AFFAIRS**, (hereinafter, the Lessee) with principal office located at 2330 Roxas Blvd., Pasay City, herein represented by **NADJEFAH A. MANGONDAYA**, Officer-in-Charge of the Department of Foreign Affairs-Consular Office(CO) in Kidapawan City, pursuant to the authorization issued by the DFA.

WITNESSETH:

WHEREAS, the above named Lessor is the absolute owner/representative of the apartment for lease located at Phase 2, Block 8, Lot 27, Apo Sandawa Homes, Kidapawan City, North Cotabato, Philippines under TCC number 181080929 R1094 2022 E.

WHEREAS, the Lessee intends to lease the said property for its use as staff house of the CO Kidapawan City in accordance with Bids and Awards Committee (BAC) Resolution No. OCA-237-22 adopted on 30 September 2022 and attached herein as ANNEX A;

NOW, THEREFORE, for and in consideration of the foregoing, the Parties to this Contract have agreed on the following terms and condition:

1. LEASED PREMISES: The Lessor, by virtue of this Contract shall transfer in favor of the Lessee, possession of unit of the property located at Phase 2, Block 8, Lot 27, Apo Sandawa Homes, Kidapawan City, North Cotabato, Philippines, and more particularly described as one floor apartment, fully furnished and private parking space with a floor area of 130 square meters more or less (hereinafter referred to as the Leased Premises).

2. LEASE PERIOD: The period of this Contract shall be one (3) months beginning on 01 October 2022 and ending on 31 December 2022 and renewable thereafter based on the written mutual agreement executed later by the Parties herein. The notice of intent to renew must be made in writing at least Ninety (90) days before the expiration of this Contract.

3. PRE-TERMINATION: The Lessee may terminate this Contract for any cause before its expiration by notifying the Lessor in writing at least thirty (30) days prior to the intended date of termination without need of judicial intervention. In case the Lessee pre-terminates this Contract, it shall pay the Lessor an amount equivalent to one (1) month rental as liquidated damages, unless the pre-termination is due to a fortuitous event or a cause beyond the control of the Lessee. The Lessor shall return to the Lessee the unused portion of the advance rental. Less the outstanding expenses and charges for the account of the Lessee.

4. **RENTAL:** The monthly rental of the Leased Premises shall be Fifteen Thousand Pesos Only (Php 15,000.00) per month, including Expanded Value Added Tax, including charges for utilities, and payable within the first five days of the month without the need for demand. The monthly rental shall not be increased during the lifetime of this Contract.

5. **TAXES:** The Lessor shall pay all kinds and forms of taxes arising from this Contract, but not those arising from the activities and operations of the Lessee.

6. **EXPENSES FOR THE ACCOUNT OF THE LESSEE:** The charges for water, electricity and other utilities at the Leased Premises shall be for the account of the Lessee. If the Lessee fails to comply with the conditions contained herein and the Lessor shall be compelled to do or at his option shall do any act which requires payment of money, then the sums paid or required to be paid, with all expenses, interest, and penalties shall be refunded by the Lessee to the Lessor on demand.

7. **REPAIRS:** The Lessee shall maintain, during the lifetime of this Contract, and shall return the Leased Premises at the end of this Contract, in the same condition as these were at the start of the Lease Period, except those damaged by reasonable use and wear and tear fortuitous event or other cause beyond the control of the Lessee. The Lessor shall make prior arrangements with the Lessee should the former decide to have repair work done at the Leased Premises. In case part of the Leased Premises is damaged due to fortuitous event or a cause beyond the control of the Lessee, the latter may choose to exercise his right to pre-terminate this Contract in accordance with Paragraph 3, or request a proportional reduction in the rental, or suspend the lease and withhold payment of the rental pending completion of the repair of the damage at the expense of the Lessor.

In case the Leased Premises are totally destroyed or become uninhabitable due to a fortuitous event, this Contract shall be considered as terminated and the Lessor shall return the unused portion of the advance rental as provided in Paragraph 5 hereof.

8. **IMPROVEMENTS, ADDITIONS AND ALTERATIONS:** The Lessee shall not make or allow any permanent improvements, additions, or alterations to be made in or to the Leased Premises without the written consent of the Lessor. All alterations, additions, or improvements, except movable furniture put in at the expense of the Lessee, shall be the property of the Lessor without any obligation on its part to indemnify the Lessee for the cost and value of the same, and shall remain in and be surrendered with the Leased Premises upon the expiration of the Contract without hindrance, molestation, or injury.

9. **CARE OF PREMISES;** The Lessee shall abide by the terms and conditions of this Contract and shall comply with all National Law, Municipal Ordinances, and other regulations regarding the care and maintenance of the Leased Premises, such as sanitation, water supply, electrical installation, fire prevention, and similar matters, and not to store materials which are fire hazard, such as gasoline, kerosene, camphene, burning fluids, or other explosive or combustible materials, and not to create nor tolerate nor permit any nuisance on the premises, which may annoy the neighbors. Any damage to the Leased Premises beyond normal wear and tear, or due to the negligence of the Lessee shall be for the account of the Lessee.

2 The following alternate provision may be used in case the utility charges are payable by the actual occupant of the leased premises:

The Charges for water, electricity and other utilities at the Leased Premises shall be for the personal account of the Lessee's representative who is the actual occupant of said premises as provided in his/her undertaking attached to this Contract.

10. **LEGITIMATE USE OF PREMISES:** The Lessee binds itself to use the Leased Premises only and exclusively for residential purposes. The Lessee shall not tolerate nor permit any person to use the Leased Premises for any purpose calculated to injure the reputation thereof or that of the neighboring property, nor for any purpose in violation of Philippine law or ordinance of _____ nor for any immoral or unlawful purpose, nor for any trade, business, or occupation that will in any way be disreputable, offensive, or immoral.

11. **RIGHT OF ENTRY FOR INSPECTION:** The Lessee agrees that the Lessor or his agents with written authorization may be allowed, during reasonable hours, entry into the Leased Premises for the purpose of inspecting the condition of the same or to verify the compliance by the Lessee with the terms and conditions of this Contract.

12. **CONTINUED ENFORCEMENT:** The terms and conditions contained in this Contract shall not be considered as changed, altered, modified, or in any way amended by acts or tolerance on the part of the Lessor, unless such changes, alterations, modifications, or amendments agreed upon by the Parties in a supplemental contract.

13. **ASSIGNS AND SUCCESSORS:** This Contract shall be binding upon and inure to the benefit of the Parties hereto and their assigns and successors-in-interest.

14. **ARBITRATION CLAUSE:** In case of dispute or disagreement arising out of or by reason of or in connection with any term or condition of this Contract, the same shall be submitted to mediation or conciliation proceedings pursuant to Republic Act 9285.

15. **SEPARABILITY CLAUSE:** If any term or condition of this Contract is declared contrary to law, the other provisions not covered by such declaration shall remain valid and in force.

The parties hereby agree to amend or modify any term or condition, which has been declared as contrary to law in order to comply with the relevant laws.

16. **AMENDMENT:** The terms and conditions of this Contract may not be changed or modified in any way, except by a written instrument signed by the Parties or their authorized representatives.

17. **KEYS:** Upon termination of this Contract, the Lessee shall immediately turn over to the Lessor all keys and duplicates of the Leased Premises.

3 The following alternate provision may be used in case the damage to the Lease Premises are payable by the actual occupant of the lease premise:

The payment for damages to the Leased Premises caused by the negligence of the Lessee's representative, who is the actual occupant of the premises, shall be for the latter's personal account as provided in his/her undertaking attached in this Contract.

IN WITNESS WHEREOF, the Parties hereto, have signed this instrument on

30 SEP 2022 in KIDAPAWAN CITY

LESSEE:
DEPARTMENT OF FOREIGN AFFAIRS
CONSULAR OFFICE KIDAPAWAN

LESSOR:
AZEAT REAL ESTATE LEASING
EUFEMIA B. TAEZA, Proprietor

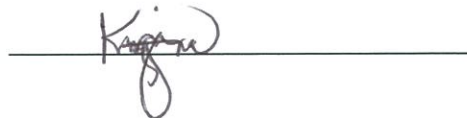


By: **NADJEFAH A. MANGONDAYA**
Head of Consular Office
DFA CO Kidapawan



EUFEMIA B. TAEZA
Proprietor

SIGNED IN THE PRESENCE OF:



ACKNOWLEDGEMENT

Republic of the Philippines)
KIDAPAWAN CITY) s.s

BEFORE ME, a NOTARY PUBLIC for and in KIDAPAWAN CITY, Philippines, on this _____ day of 30 SEP 2022 personally appeared **EUFEMIA B. TAEZA** and **NADJEFAH A. MANGONDAYA** known to me to be the same persons who executed the foregoing Contract, consisting of four (4) pages including the Annexes attached thereto and the page on which this Acknowledgment is written, all pages of which have been signed by the Parties and their witnesses, and who acknowledged to me that the same is their free and voluntary act and deed.

NAME	ID No.	PLACE OF ISSUE	DATE OF ISSUE
EUFEMIA B. TAEZA	PRN-R62190338434P	KIDAPAWAN CITY	25 JULY 2022
NADJEFAH A. MANGONDAYA	CRN-006-0009-9712-0	TAGUIG, METRO MANILA	VALID UNTIL 05/27

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, on the day, year and place above written.

Doc.No. _____

Page No. _____

Book No. _____

Series of _____



ISMAEL M. GURO
Notary Public until December 31, 2022
PTR # 2471-72/01-05-2022/Kid. City
IBP # 00135/01-05-2022/Kid. City
Roll No. 29743
TIN 156-768488
MCLE Comp. No. VI-0024291
Valid until April 14, 2022
Kidapawan City, North Cotabato



DEPARTMENT OF FOREIGN AFFAIRS
KAGAWARAN NG UGNAYANG PANLABAS

BIDS AND AWARDS COMMITTEE
BAC Resolution No. OCA-237-22

RESOLUTION RECOMMENDING, BY REFERENDUM, AWARD OF CONTRACT THROUGH NEGOTIATED PROCUREMENT UNDER SECTION 53.10 (LEASE OF REAL PROPERTY/VENUE) FOR THE LEASE OF A PRIVATELY-OWNED REAL PROPERTY TO BE OFFICIALLY USED AS STAFF HOUSE OF CONSULAR OFFICE (CO) – KIDAPAWAN FOR THE PERIOD OF 01 OCTOBER 2022 TO 31 DECEMBER 2022

WHEREAS, the Consular Office (CO) – Kidapawan, intends to lease a privately-owned real property to be officially used as staff house of Consular Office (CO) – Kidapawan for the period 01 October 2022 to 31 December 2022;

WHEREAS, the lease a privately-owned real property to be officially used as staff house of Consular Office (CO) – Kidapawan for the period 01 October 2022 to 31 December 2022, with an Approved Budget for the Contract (ABC) in the amount of *One Hundred Twenty Thousand Pesos (PhP 120,000.00) only for three (3) months or Fifteen Thousand Pesos (PHP 15,000.00) only per month*, is included in the Department's Annual Procurement Plan (APP) for CY 2022;

WHEREAS, Sec. 53.10 of the revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184, otherwise known as the "Government Procurement Reform Act of 2003", allows Negotiated Procurement as a mode of procurement for the lease of privately-owned real property and venue for official use, subject to the Consolidated Guidelines for the Alternative Methods of Procurement of the 2016 Revised IRR of RA 9184;

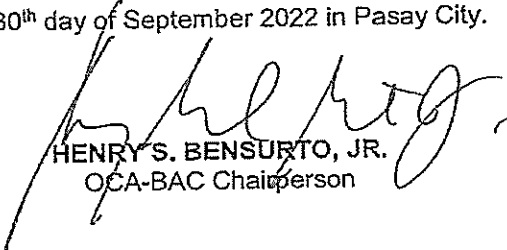
WHEREAS, Annex H(IV)(J) of the 2016 revised IRR allows the conduct of Shopping and Negotiated Procurement under Emergency Cases, Small Value Procurement and Lease of Real Property and Venue to be delegated to the End-user unit or any other appropriate bureau, committee, or support unit duly authorized by the BAC;


WHEREAS, in compliance with Item No. (V)(C)(2)(b)(iv), Annex H of the IRR, separate Requests for Quotation (RFQ) were also sent to at least three (3) potential suppliers;

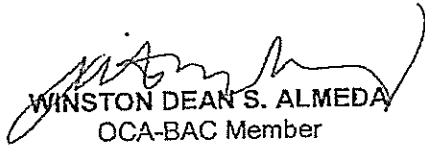
WHEREAS, in response to the solicitation of offers, quotations were received from: The Old Barracks Suites (PhP 93,000.00 per annum or PhP 31,000.00 per month; failed, bidder is not compliant with the Technical Specifications), RSP Apartment (PhP 21,000.00 per annum or PhP 7,000.00; failed, bidder is not compliant with the Technical Specifications), and ***Azeat Real Estate Leasing***, which submitted the lowest calculated and responsive quotation in the amount of *Forty – Five Thousand Pesos for three months (PhP 45,000.00/3 months) or Fifteen Thousand Pesos per month (PhP 15,000.00/month) only*;

NOW, THEREFORE, we, the members of the OCA-Bids and Awards Committee of the Department, RESOLVE to RECOMMEND to the Undersecretary and Alternate Head of Procuring Entity the resort to Negotiated Procurement (Lease of Real Property/Venue) as an alternative method of procurement for the lease a privately-owned real property to be officially used as staff house of Consular Office (CO) – Kidapawan for the period 01 October 2022 to 31 December 2022 to *Azeat Real Estate Leasing*, subject to the above-mentioned requirements and provided that existing auditing rules and regulations shall be strictly observed by the end-user.


ADOPTED, this 30th day of September 2022 in Pasay City.


HENRY S. BENSURTO, JR.
OCA-BAC Chairperson


CHRISTIAN L. DE JESUS
OCA-BAC Vice-Chairperson


WINSTON DEAN S. ALMEDA
OCA-BAC Member

DYAN KRISTINE B. MIRANDA-PASTRANA
OCA-BAC Member


MARICAR S. YAMBAO
Representative of the End-user

Approved:
By the Authority of the Secretary for Foreign Affairs:

MA. THERESA P. LAZARO
Undersecretary
and Alternate Head of the Procuring Entity