




NOTICE OF AWARD

09 May 2014

Madam:

Please be informed that, upon the recommendation of the Bids and Awards Committee (BAC) of the Department as contained in the approved Annual Procurement Plan for CY 2014, the Department of Foreign Affairs is awarding the Contract for the ***Lease of a Privately-Owned Real Property as a Staff House for the official use of the Regional Consular Office – Legaspi for the period 01 June 2014 to 31 May 2015*** to you, ***Ms. Rosario R. Bombales***, in the amount of ***Eight Thousand Pesos only per month (Php 8,000.00/mth)***, inclusive of all taxes and other lawful charges, subject to the signing of the Contract.

Very truly yours,


LINGLINGAY F. LACANLALE
Undersecretary for Administration
and Head of the Procuring Entity

MS. ROSARIO R. BOMBALES

Lessor

Brgy. 18, Guevarra Subdivision
Cabangan West, Legaspi City

RF 2/14

DEPARTMENT OF FOREIGN AFFAIRS
2330 Roxas Boulevard, Pasay City

ANNUAL PROCUREMENT PLAN FOR 2014

CODE (PART)	PROGRAM / ACTIVITY / PROJECT	PMO / END USER	MODE OF PROCUREMENT	SCHEDULE OF EACH PROCUREMENT ACTIVITY										SOURCE OF FUNDS	ESTIMATED BUDGET (PHP)	REMARKS/ACTIVITY (BRIEF DESCRIPTION)
				PRE-PROC CONFERENCE	ADS / POSTING OF TID	PRI-BID CONF	SUB/ OPENING OF BIDS	BID EVAL	POST-QUAL CONF	NOTICE OF AWARD	CONTRACT SIGNING	NOTICE TO PROCEED	DELIVERY / COMPLETION			
	LEASE OF NECK COLLAR	OPAS/CJIN IC	ALTERNATIVE MODE										GF	2,000.00		
	LEASE OF MOSQUITO STRAIGHT	OPAS/CJIN IC	ALTERNATIVE MODE										GF	1,200.00		
	LEASE OF MOSQUITO CURVE	OPAS/CJIN IC	ALTERNATIVE MODE										GF	1,200.00		
	LEASE OF BANDAGE SCISSOR	OPAS/CJIN IC	ALTERNATIVE MODE										GF	1,200.00		
	LEASE OF MANG SCISSOR	OPAS/CJIN IC	ALTERNATIVE MODE										GF	1,200.00		
	LEASE OF HUSK SCISSOR	OPAS/CJIN IC	ALTERNATIVE MODE										GF	1,200.00		
	LEASE OF STYRE SCISSOR	OPAS/CJIN IC	ALTERNATIVE MODE										GF	7,200.00		
	LEASE OF ORHLIGHT	OPAS/CJIN IC	ALTERNATIVE MODE										GF	540,000.00		
	LEASE OF DESKTOP COMPUTER (LATEST VERSION)	OPAS IC	ALTERNATIVE MODE										GF	54,000.00		
	LEASE OF PRINTER, HP LASERJET P1102	OPAS IC	ALTERNATIVE MODE										GF	10,000.00		
	LEASE OF AUTOMATIC ENERGY CONSERVATION OFFICE PAPER SHREDDER	OPAS IC	ALTERNATIVE MODE										GF	49,900.00		
	LEASE OF STEEL CABINET, 4 DRAWERS	OPAS/CJIN IC	ALTERNATIVE MODE										GF	75,000.00		
	LEASE OF STEEL CABINET, STORAGE	OPAS/CJIN IC	ALTERNATIVE MODE										GF	420,000.00		
	LEASE OF DESKTOP COMPUTER (LATEST VERSION)	OPAS/CJIN IC	ALTERNATIVE MODE										GF	10,398.00		
	LEASE OF BOOKBINDING MACHINE	OPAS/CJIN IC	ALTERNATIVE MODE										GF	22,500.00		
	LEASE OF SEATING EQUIPMENT, CHAIR, SENIOR UNIT	OPAS/CJIN IC	ALTERNATIVE MODE										GF	21,600.00		
	LEASE OF PROJECTOR	OPAS/CJIN IC	ALTERNATIVE MODE										GF	2,000.00		
	LEASE OF LAMINATING MACHINE	OPAS/CJIN IC	ALTERNATIVE MODE										GF	269,000.00		
	AUDIO VISUAL EQUIPMENT LEASE	OPAS/CJIN IC	ALTERNATIVE MODE										GF	968,580.00		
	TOOLS AND EQUIPMENT LEASE	OPAS/CJIN IC	ALTERNATIVE MODE										GF	60,000.00		
	LEASE OF AIRCONDITION, WINDOW TYPE, 2HP	OPAS IC	ALTERNATIVE MODE										GF	140,092.80		
	LEASE OF CABINET, FILMS, 4-DRAWER, STEEL	OPAS IC	ALTERNATIVE MODE										GF	47,500.00		
	LEASE OF CABINET, STORAGE, STEEL	OPAS IC	ALTERNATIVE MODE										GF	25,000.00		
	LEASE OF CHAIR, CLERICAL	OPAS IC	ALTERNATIVE MODE										GF	15,000.00		
	LEASE OF CHAIR, JR. EXECUTIVE	OPAS IC	ALTERNATIVE MODE										GF	8,000.00		
	LEASE OF CHAIR, SR. EXECUTIVE	OPAS IC	ALTERNATIVE MODE										GF	15,000.00		
	LEASE OF CHAIR, VISITOR	OPAS IC	ALTERNATIVE MODE										GF	3,600.00		
	LEASE OF PAPER CUTTER, HEAVY DUTY	OPAS IC	ALTERNATIVE MODE										GF	30,000.00		
	LEASE OF PAPER SHREDDER, HEAVY DUTY	OPAS IC	ALTERNATIVE MODE										GF	1,800.00		
	LEASE OF MULTIPLE CARD READER	OPAS IC	ALTERNATIVE MODE										GF	1,279,360.00		
	SERVICE VEHICLES (PHONE OFFICE USE)	OCA IC	ALTERNATIVE MODE										GF	530,000.00		
	SERVICE VEHICLES (MOOS)	OCA IC	ALTERNATIVE MODE										GF	3,708,700.00		

dm

ANNUAL PROCUREMENT PLAN FOR 2014

CODE PROGRAM / ACTIVITY / PROJECT (PAP)	PMO / END-USER	MODE OF PROCUREMENT	SCHEDULE OF EACH PROCUREMENT ACTIVITY										ESTIMATED BUDGET (PAP)		REMARKS/ACTIVITY (BRIEF DESCRIPTION)
			PRE-PROC CONFERENCE	AGS / POSTING OF TBS	PRE-BID CONF	SUBJ. OPENING OF BIDS	BID EVAL CONF	NOTICE OF AWARD	CONTRACT SIGNING	NOTICE TO PROCEED	DELIVERY / COMPLETION	ACCEPTANCE / TURNOVER	SOURCE OF FUNDS	RS	CO

We hereby warrant that the total amount reflected in this Annual Procurement Plan (APP) for CY 2014, to procure the listed goods, services, consultancy and infrastructure projects has been included in or is within our

Prepared by:

Reviewed by:

Certified Funds Available /
Certified Appropriate Funds Available:

Bids and Awards Committee (BAC) - Secretariat

JOSE ROLDAN RUIZ, CLATE
Property/Supply Officer

MELITA S. STA. MARIA-THORPEZTEK
Assistant Secretary

Office of Personnel and Administrative Services

Noted by:

EVELYN D. AUSTRIA GARCIA
Chairman, DFA-BAC

JOSE LUCIANO V. CHAN-GONZAGA
Vice-Chairman, DFA-BAC

EDWARD C. YULO
Member, DFA-BAC

GONZALEZ D. MISON
Member, DFA-BAC

GERARDO P. ABROG
Member, DFA-BAC

BERTRAND THEODOR L. SANTOS
Member, DFA-BAC

Approved:

Undersecretary for Administration and
Head of the Procuring Entity

NOTICE OF AWARD

09 May 2014

Madam:

Please be informed that, upon the recommendation of the Bids and Awards Committee (BAC) of the Department as contained in the approved Annual Procurement Plan for CY 2014, the Department of Foreign Affairs is awarding the Contract for the ***Lease of a Privately-Owned Real Property as a Staff House for the official use of the Regional Consular Office – Legaspi for the period 01 June 2014 to 31 May 2015*** to you, ***Ms. Rosario R. Bombales***, in the amount of ***Eight Thousand Pesos only per month (Php 8,000.00/mth)***, inclusive of all taxes and other lawful charges, subject to the signing of the Contract.

Very truly yours,

LINGLINGAY F. LACANLALE
Undersecretary for Administration
and Head of the Procuring Entity

MS. ROSARIO R. BOMBALES
Lessor
Brgy. 18, Guevarra Subdivision
Cabangan West, Legaspi City

Sr. Sp. Asst. N. Servigon
BAC Chairman E.D. Austria-Garcia
BAC Vice-Chairman J.V.Chan-Gonzaga
BAC Members: E.C. Yulo
G.P. Abiog
G.B. Musor
B.T. L. Santos
End-User Representative:
Asst. Sec. W.C. Santos
BAC Secretariat:
Head - A.O. Vallespin
A. De Asis-Del Mundo
S.P. Toledo
G.C. Fernandez

8121-14



Sir Sherwin,
Legazpi Staff House
po for the issuance
of N.O.A. Thanks.
—Jehon

VERY URGENT

Ref. No. 264-14/OCA-RCOCC/WCS-JMA-ODM

OFFICE OF CONSULAR AFFAIRS

MEMORANDUM FOR THE UNDERSECRETARY FOR ADMINISTRATION

CC : The Undersecretary, OUSOC

FROM : 
WILFREDO C. SANTOS
Assistant Secretary

SUBJECT : Contract of Lease of DFA Legazpi's Staff House

DATE : 02 May 2014

With reference to MEJ-64-2014, dated 17 March 2014, OCA favorably endorses DFA Legazpi's request for approval on the renewal of the lease contract of their Staff House which is due to expire on 31 May 2014.

The lease offer of Ms. Rosario R. Bombales for DFA Legazpi Staff House amounts to Php 8,000.00 per month. The Staff House, which is occupied by the OIC, may also serve as an alternative evacuation place during calamities for DFA Legazpi's staff.

Attached herewith is a copy the Memorandum from DFA Legazpi, MEJ-64-2014 which includes comparative data on three (3) prospective Real Estate properties with corresponding photos and a new draft lease contract of the proposed staff house for the Department's approval.

For the Honorable Undersecretary's consideration and approval.

[] Approved [] Disapproved

LINGLINGAY F. LACANLALE
Undersecretary for Administration

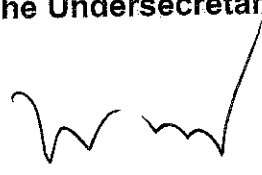

VERY URGENT

Ref. No. -14/OCA-RCOCC/WCS-JMA-ODM

OFFICE OF CONSULAR AFFAIRS

MEMORANDUM FOR THE UNDERSECRETARY FOR ADMINISTRATION

CC : The Undersecretary, OUSOC

FROM : 
WILFREDO C. SANTOS
Assistant Secretary 

SUBJECT : Contract of Lease of DFA Legazpi's Staff House

DATE : 02 May 2014

With reference to MEJ-64-2014, dated 17 March 2014, OCA favorably endorses DFA Legazpi's request for approval on the renewal of the lease contract of their Staff House which is due to expire on 31 May 2014.

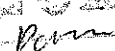
The lease offer of Ms. Rosario R. Bombales for DFA Legazpi Staff House amounts to Php 8,000.00 per month. The Staff House, which is occupied by the OIC, may also serve as an alternative evacuation place during calamities for DFA Legazpi's staff.

Attached herewith is a copy the Memorandum from DFA Legazpi, MEJ-64-2014 which includes comparative data on three (3) prospective Real Estate properties with corresponding photos and a new draft lease contract of the proposed staff house for the Department's approval.

For the Honorable Undersecretary's consideration and approval.

[] Approved [] Disapproved

LINGLINGAY F. LACANLALE
Undersecretary for Administration

DEPARTMENT OF FOREIGN AFFAIRS
Office of the Under Secretary for Administration
7371-14
MAY 09 2014
Per  10:30 AM



MEMORANDUM FOR THE UNDERSECRETARY FOR ADMINISTRATION

Cc : The Assistant Secretary, OCA
The Assistant Secretary, OLA
The Assistant Secretary, OPAS

From : 
DOMINGO P. NOLASCO
Assistant Secretary

Subject : Renewal of Lease Contract of RCO Legazpi Staff House

Date : 29 April 2014

This refers to RCO Legazpi's fax message ZLEG-143-2014 dated 14 April 2014, on the above subject. OFM has no objection to the renewal of the lease contract of RCO Legazpi's staff house for the period 01 June 2014 to 31 May 2015 at the monthly rental rate of P8,000.00 per month, under the same terms and conditions as the existing lease contract.


For the Undersecretary's consideration.



LEGAZPI CITY

MAJ-64-2014

MEMORANDUM FOR THE ASSISTANT SECRETARY, OCA

From : 
Maricor E. Jesalva
Officer-in-Charge

Subject : Renewal of the Contract of Lease of DFA Legazpi's Staff House

Date : 17 March 2014

Please be informed that the contract of lease of DFA Legazpi's staff house is due to expire on 31 May 2014.

The Contract of Lease states,

"The period of this Contract shall be for one (1) year beginning on 1 June 2013 and ending on 31 May 2014, and renewable thereafter based on written mutual agreement executed later by the Parties therein. The notice of intent to renew must be made in writing at least ninety (90) days before the expiration of this Contract."

Attached, for information and reference, is a copy of the contract of lease.

In compliance with Department regulations, enclosed are 1) Comparative Data on Three (3) Real Estate Properties; and 2) Photos of the three (3) properties.

DFA Legazpi respectfully requests OCA's endorsement to OFM and OUA the renewal of the contract of lease of the staff house. The staff house, which is occupied by the OIC, may also serve as an alternative evacuation place during natural calamities for staff members whose homes are located in vulnerable and flood prone areas.

The Office of Consular Affairs' kind assistance on this matter will be highly appreciated.

CONTRACT OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

This **CONTRACT OF LEASE** (hereinafter referred to as the "CONTRACT") made and entered into on 01 June 2013 in Legazpi City, Albay, Philippines, by and between

Ms. ROSARIO R. BOMBALES, of legal age, Filipino citizen, married and with residential address at Barangay 18, Guevara Subdivision, Cabangan West, Legazpi City, hereinafter referred to as the "**LESSOR**";

-and-

The **DEPARTMENT OF FOREIGN AFFAIRS**, with principal office located at 2330 Roxas Boulevard, Pasay City, herein represented by **MS. MARICOR E. JESALVA**, Officer-in-Charge of the Department of Foreign Affairs Regional Consular Office (DFA-RCO) in Legazpi City, pursuant to the authorization issued by the DFA, hereinafter referred to as the "**LESSEE**"

WITNESSETH:

WHEREAS, the above named **LESSOR** is the absolute owner of Unit 2 Roseville Townhouse, located at Violet St., Sunrise Subdivision, Cruzada, Legazpi City, which is covered under TCT No. 44009 under the name of Rosario R. Bombales;

WHEREAS, the **LESSEE** intends to lease the said property for its use as Staff House of the DFA-RCO Legazpi City in accordance with Bids and Awards Committee (BAC) Resolution No. 79-12 adopted on 04 May 2012;

NOW, THEREFORE, for and in consideration of the foregoing, the Parties to this **CONTRACT** have agreed on the following terms and conditions:

- 1. LEASED PREMISES:** That the **LESSOR**, by virtue of this **CONTRACT**, transfers in favor of the **LESSEE**, possession of Unit 2 Roseville Townhouse located at Violet Street, Sunrise Subdivision, Cruzada Legazpi City, and more particularly described as an unfurnished two-storey concrete apartment with a floor area of 75 square meters (hereinafter referred to as the **Leased Premises**).
- 2. LEASE PERIOD:** The period of this **CONTRACT** shall be for one (1) year beginning on 01 June 2013 and ending on 31 May 2014 and renewable thereafter based on the written mutual agreement executed later by 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 and security deposit, less the outstanding expenses and charges for the account of the **LESSEE**.

4. **RENTAL**: The monthly rental of the **Leased Premises** shall be **Eight Thousand Pesos (P8,000.00)** Philippine Currency per month, including Expanded Value Added Tax, excluding charges for utilities, and payable in advance 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 lease **CONTRACT**.

5. **ADVANCE RENTAL AND SECURITY DEPOSIT**: Upon execution of this **CONTRACT**, the **LESSEE** shall pay the **LESSOR** the amount of **Sixteen Thousand Pesos (P16,000)** Philippine Currency as advance one (1) month rental and security deposit equivalent to one (1) month rental.

Upon the expiration of this **CONTRACT**, the **LESSOR** shall return to the **LESSEE** the security deposit without interest after the settlement of the outstanding expenses and charges for the account of the **LESSEE**, and turn-over of the **Leased Premises** by the **LESSEE** to the **LESSOR**.

6. **TAXES**: The **LESSOR** hereby assumes to pay all other kinds and forms of taxes arising from this **CONTRACT**, but not those arising from the activities and operations of the **LESSEE**.

7. **EXPENSES FOR THE ACCOUNT OF THE LESSEE**: The charges for water, electricity, telephone and other utilities at the **Leased Premises** shall be for the personal account of the occupant. 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.

8. **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 a fortuitous event or a cause beyond the control of the **LESSEE**, the latter may choose to exercise the 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 and the security deposit as provided in Paragraph 3 hereof.

9. **IMPROVEMENTS, ADDITIONS AND ALTERATION:** 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.

10. **CARE OF PREMISES:** The **LESSEE** shall abide by the terms and conditions of the **CONTRACT** and shall comply with all national laws, municipal ordinances and other regulations regarding the care and maintenance of **Leased Premises**, such as sanitation, water supply, gas, electrical installation, fire prevention and similar matters, and materials which are fire hazards, such as gasoline, kerosene, camphene, burning fluids, or other explosive or combustible materials, not to create nor tolerate nor permit any nuisance on the premises which may annoy the neighbours. Any damage to the **Leased Premises** beyond normal wear and tear, or due to the negligence of the occupant shall be for the personal account of the occupant.

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

12. **RIGHT OF ENTRY OF 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**.

13. **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 of tolerance on the part of the **LESSOR**, unless such changes, alterations, modifications, or amendments are agreed upon by the parties in a supplemental contract.


14. **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.

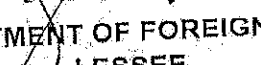
15. **ARBITRATION CLAUSE:** In case of dispute or disagreement arising out of or by reason of or in connection with any term or condition of this **CONTRACT**, the same shall be submitted to a mediation or conciliation proceedings to Republic Act 9285.

16. **SEPARABILITY CLAUSE:** If any term or condition of this **CONTRACT** is declared contrary to the 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.

17. **KEYS:** Upon termination of this **CONTRACT**, the **LESSEE** shall immediately turn over to the **LESSOR** all keys and duplicates of the **Leased Premises**.

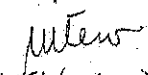
IN WITNESS WHEREOF, the Parties hereunto have signed this Instrument on 01 June 2013, in Legazpi City, Albay.


ROSARIO R. BOMBALES
LESSOR


DEPARTMENT OF FOREIGN AFFAIRS
LESSEE
Duly Authorized Representative :
MARICOR E. JESALVA
Officer-in-Charge, DFA Legazpi

SIGNED IN THE PRESENCE OF


NOELITAE AGUILAR
WITNESS


ELLEN L. TERD
WITNESS

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES
CITY OF LEGAZPI

)
)s.s.

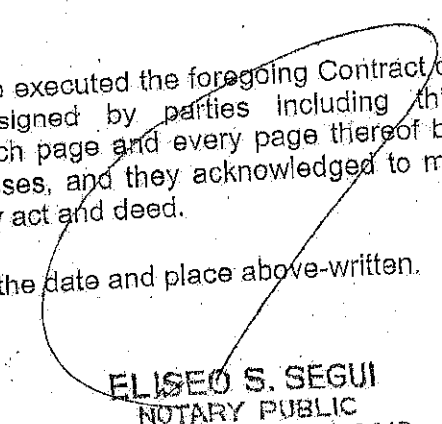
BEFORE ME, a Notary Public for and within Legazpi City, the following personally appeared on JUN 03 2013 in Legazpi City :

Name	Identification Document	Date/Place Issued
Rosario R. Bombales	Passport (DP0003441)	29 July 2008/Manila
Maricor E. Jesalva		

Both known to me as the same persons who executed the foregoing Contract of Lease, consisting of five (5) pages, signed by parties including this acknowledgement page, and signed on each page and every page thereof by the Parties thereto and Instrumental witnesses, and they acknowledged to me that the same is their own free and voluntary act and deed.

WITNESS MY HAND AND SEAL on the date and place above-written.

Doc. No. 9155
Page No. 26
Book No. 36
Series of 2013 - 1162 A.m.


ELISEO S. SEGUI
NOTARY PUBLIC
UNTIL DECEMBER 31, 2013
PTR No. 6360004 - JAN. 2, 2015 - LEGAZPI CITY
IBP No. 839077 - DEC. 29, 2012 - LEGAZPI CITY
ROLL No. 41444 / MANILA
FASVELA SCORBALES LEGAZPI CITY

COMPARATIVE DATA ON THREE (3) REAL ESTATE PROPERTIES
FOR STAFF HOUSE

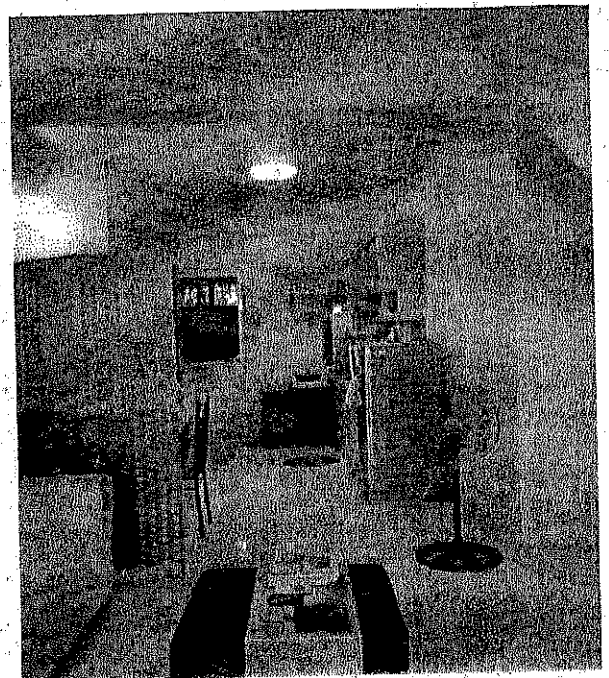
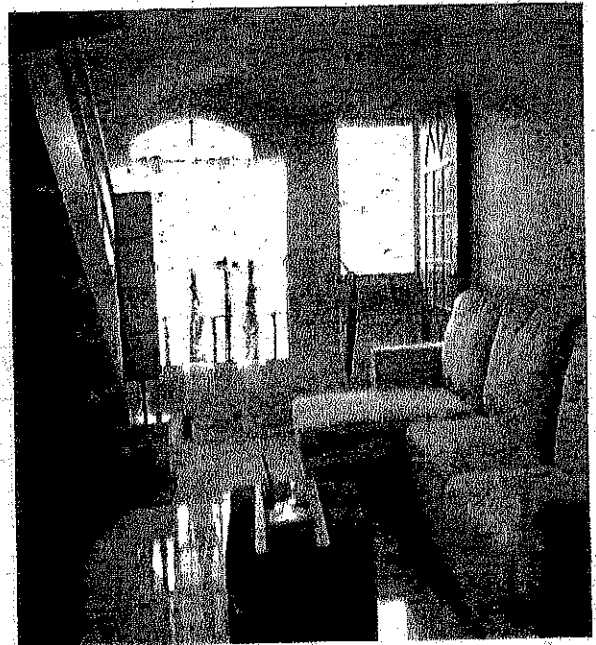
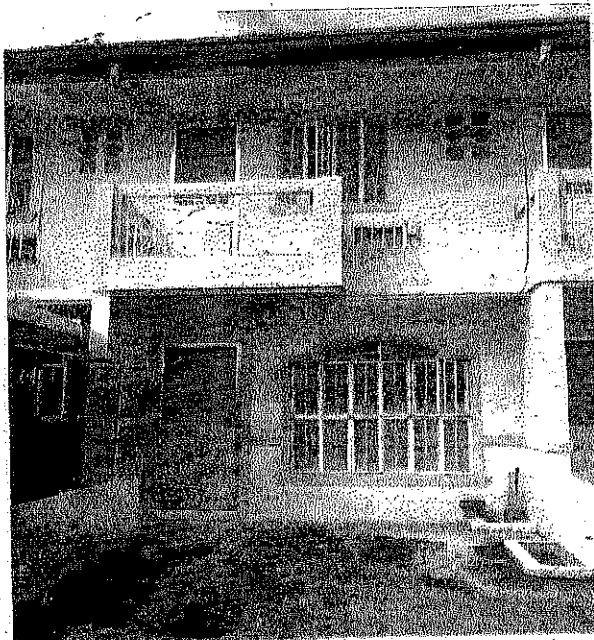
Table of Rating Factors for Lease of Real Estate

Rating Factors Weight (%)	Property	Property	Property	Rating
Address, Description and Rental Rate of Property	Unit 2, Roseville Townhouse Sunrise Subdivision Legazpi City	Washington Drive, Legazpi City	Washington Drive Legazpi City	
	Description 75 sqm., 2 storey townhouse with 2 bedrooms, 1 toilet with shower and parking space Built in 2007 Rent : P8,000.00/month (present staff house)	Description 70 sqm., 2 nd flr. Condo-type unit with 2 bedrooms, 1 toilet with shower and parking space Built in 2013 Rent: P15,000.00/month	Description 40 sqm., 2 nd flr. Condo-type unit with 1 bedroom, 1 toilet with shower and parking space Built in 2013 Rent : P10,000/month	
I. Location and Site Condition				
1. Accessibility (25%)	20	25	25	
2. Topography and Drainage (20%)	20	20	20	
3. Sidewalk and waiting shed (15%)	0	0	0	
4. Parking space (15%)	15	10	10	
5. Economic potential (10%)	10	10	10	
6. Land classification, utilization and assessment (10%)	10	10	10	
7. Other added amenities (5%)	5	5	5	
	80	80	80	

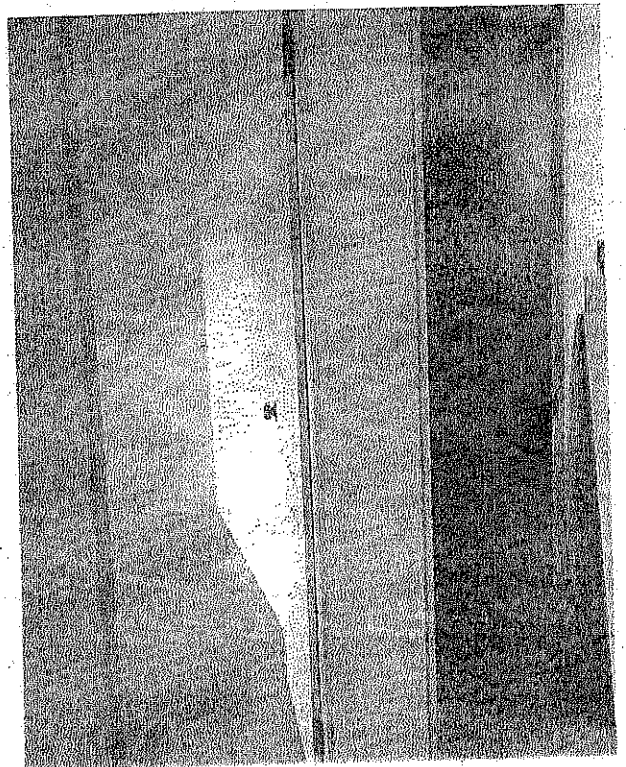
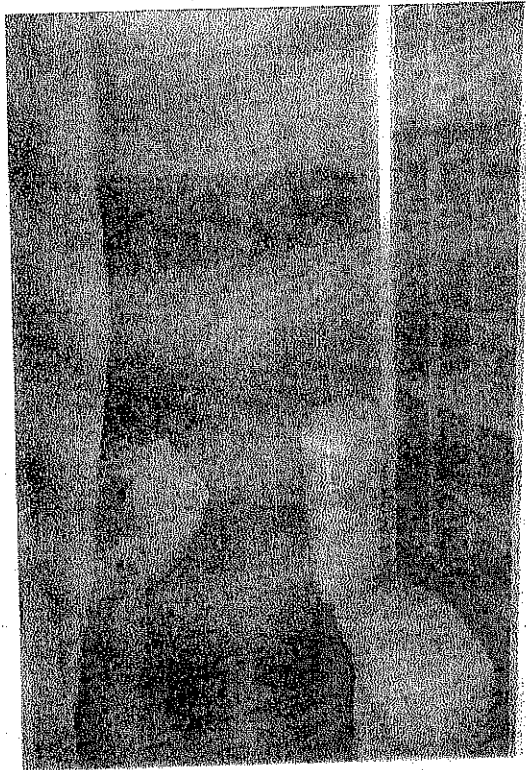
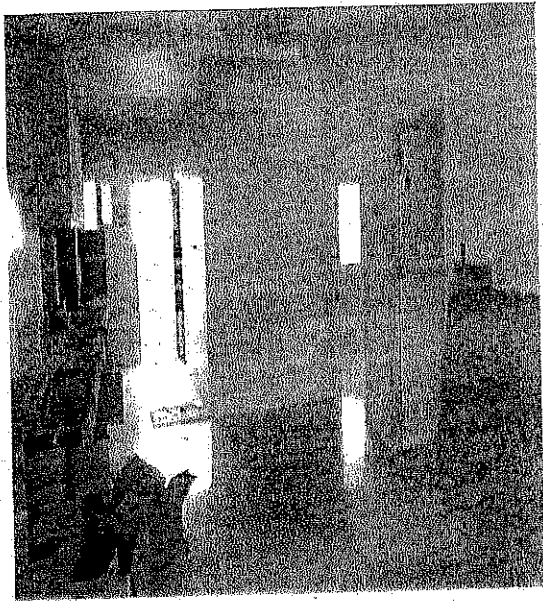
II. Neighborhood Data				
1. Prevailing rental rate (20%)	20	20	20	
2. Sanitation and health condition (20%)	20	20	20	
3. Adverse influence (15%)	15	15	15	
4. Property Utilization (15%)	15	15	15	
5. Police and fire station (15%)	15	15	15	
6. Cafeterias (10)	5	10	10	
7. Banking/postal/telecom (5%)	5	5	5	
	95	100	100	
III. Real Estate				
1. Structural Condition (30%)	30	30	30	
2. Functionality				
a. Module (6%)	6	6	6	
b. Room arrangement (6%)	6	6	6	
c. Circulation (6%)	6	6	6	
d. Light and ventilation (6%)	6	6	6	
e. Space requirements (6%)	6	6	2	
3. Facilities				
a. Water supply and toilet (6%)	6	6	6	
b. Lightning system (6%)	6	6	6	
c. Elevators (6%)	0	0	0	
d. Fire escapes (6%)	6	3	3	
e. Firefighting equipment (6%)	6	0	0	
4. Other requirements				
a. Maintenance (5%)	5	5	5	
b. Attractiveness (5%)	5	5	5	
	94	85	81	

IV.	Free Services and Facilities					
	1. Janitorial and security (20%)	0	0	0		
	2. Air Conditioning (20%)	0	0	0		
	3. Repair and maintenance (20%)	0	0	0		
	4. Water and light consumption (20%)	0	0	0		
	5. Secured parking space (20%)	20	20	20		
		20	20	20		
I.	Location and Site Condition x (.20) =	16	16	16		
II.	Neighborhood Data x (.20) =	19	20	20		
III.	Real Estate x (.50)	47	42.5	40.5		
IV.	Free Services and Facilities x (.10)	2	2	2		
	FACTOR VALUE	84	80.5	78.5		

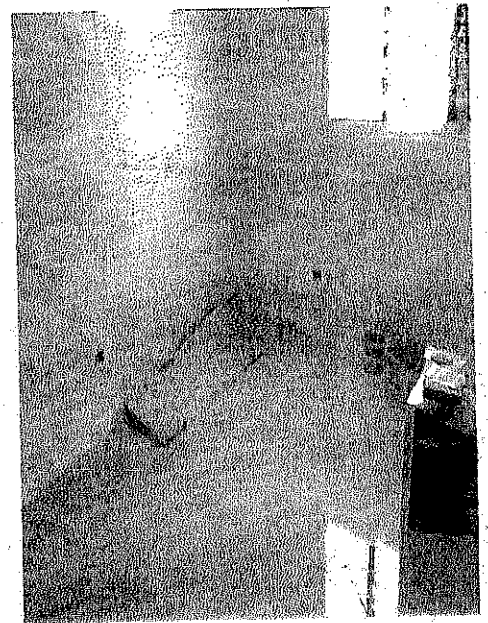
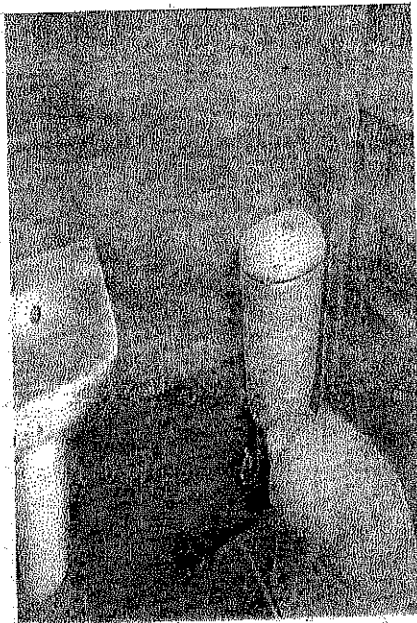
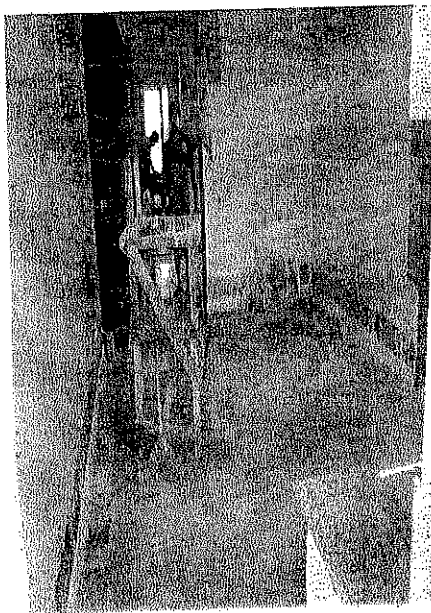
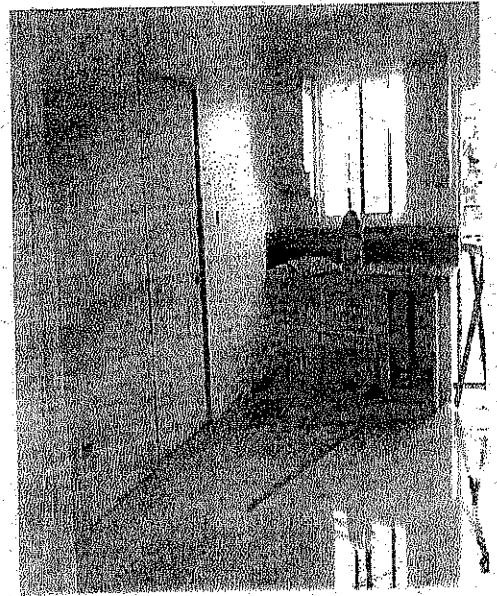
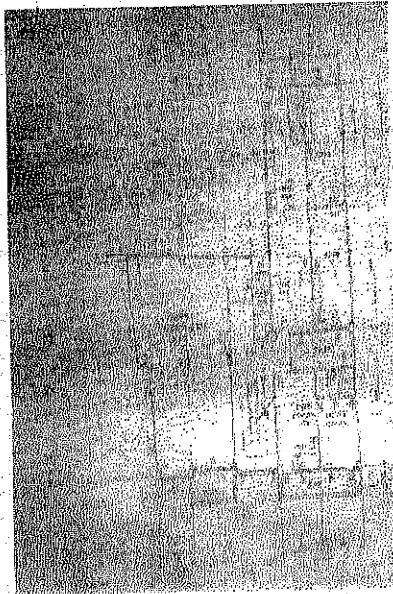
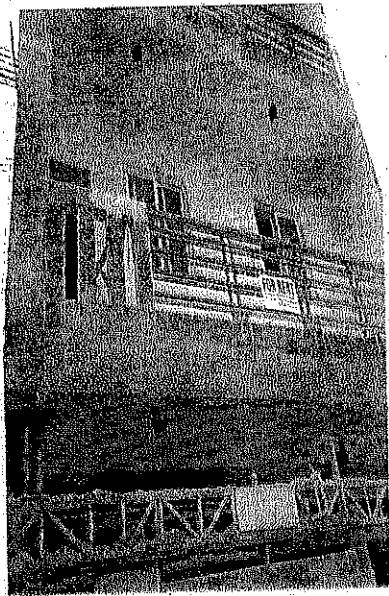
UNIT 2 ROSEVILLE TOWNHOUSE
Violet Street, Sunrise Subdivision
Cruzada, Legazpi City



2nd Floor Condo-type unit (Two rooms)
Washington Drive
Legazpi City



2nd Floor Condo-type unit (one room)
Washington Drive
Legazpi city



Kagawaran ng Ugnayang Panlabas



Department of Foreign Affairs

OFFICE OF LEGAL AFFAIRS

URGENT

MEMORANDUM FOR THE UNDERSECRETARY, OUA

CC: OCA / RCOCC
OPAS / OFM

FROM:


EDUARDO JOSE A. DE VEGA
Assistant Secretary

SUBJECT: Renewal of Contract of Lease of RCO Legazpi Staff House

DATE: 02 May 2014

With reference to the OFM Memorandum on the subject dated 29 April 2014, attached is a revised draft lease contract (ANNEX A) for the period 01 June 2014 to 31 May 2015 based on the model lease contract for property in the Philippines (OLA Memorandum dated 23 December 2013, ANNEX B).

In the interest of time, OLA will send the soft copy of the attached revised draft (ANNEX A) to the OCA-RCOCC and RCO Legazpi.

For the Undersecretary's reference and consideration.

Enclosure/s: As stated.

CONTRACT OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

This **CONTRACT OF LEASE** (hereinafter the "**Contract**") made and entered into on _____ in Legazpi City, Albay, Philippines by and between

Ms. ROSARIO R. BOMBALES, (hereinafter, the **Lessor**) of legal age, Filipino citizen, married and with residential address at Barangay 18, Guevara Subdivision Cabangan West Legazpi City, Philippines

AND

The **DEPARTMENT OF FOREIGN AFFAIRS**, (hereinafter, the **Lessee**) with principal office located at 2330 Roxas Blvd., Pasay City, herein represented by **Ms. MARICOR E. JESALVA**, Officer-in-Charge of the Department of Foreign Affairs-Regional Consular Office (RCO) in Legazpi City, pursuant to the authorization issued by the DFA.

WITNESSETH:

WHEREAS, the above named **Lessor** is the absolute owner of Unit 2 Roseville Townhouse, located at Violet St., Sunrise Subdivision, Cruzada, Legazpi City, which is covered by Transfer Certificate of Title No. 44009 under the name of Rosario R. Bombales;

WHEREAS, the **Lessee** intends to lease the said property for its use as staff house of the RCO-Legazpi City in accordance with Bids and Awards Committee (BAC) Resolution No. _____ adopted on _____.

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

1. **LEASED PREMISES:** The **Lessor**, by virtue of this **Contract**, transfers in favor of the **Lessee**, possession of Unit 2 Roseville Townhouse located at Violet St., Sunrise Subdivision, Cruzada, Legazpi City and more particularly described as an unfurnished two-storey concrete apartment with a floor area of 75 square meters (hereinafter referred to as the **Leased Premises**).
2. **LEASE PERIOD:** The period of this **Contract** shall be for one (1) year beginning on 01 June 2014 and ending on 31 May 2015, 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**, he 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 and the security deposit, less the outstanding expenses and charges for the account of the **Lessee**.

4. **RENTAL:** The monthly rental of the **Leased Premises** shall be EIGHT THOUSAND PESOS (Php 8,000.00) per month, including Expanded Value Added Tax, excluding 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. **ADVANCE RENTAL AND SECURITY DEPOSIT:** Upon execution of this Contract, the **Lessee** shall pay the **Lessor** the amount of Sixteen Thousand Pesos (P16,000.00) as advance one (1) month rental and security deposit equivalent to one (1) month rental.

Upon the expiration of this Contract, the **Lessor** shall return to the **Lessee** the security deposit without interest after the settlement of the outstanding expenses and charges for the account of the **Lessee**, and turn-over of the **Leased Premises** by the **Lessee** to the **Lessor**.

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

7. **EXPENSES FOR THE ACCOUNT OF THE LESSEE:** The charges for water, electricity, telephone and other utilities at the **Leased Premises** shall be for the personal 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.

8. **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 and the security deposit as provided in Paragraph 5 hereof.

9. **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.

10. **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, gas, 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**.
11. **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 Legazpi City, nor for any immoral or unlawful purpose, nor for any trade, business, or occupation that will in any way be disreputable, offensive, or immoral.
12. **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**.
13. **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 are agreed upon by the Parties in a supplemental contract.
14. **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.
15. **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.
16. **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.
17. **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.
18. **KEYS:** Upon termination of this **Contract**, the **Lessee** shall immediately turn over to the **Lessor** all keys and duplicates of the **Leased Premises**.

IN WITNESS WHEREOF, the Parties hereto have signed this instrument on this _____ day of _____ 2014 in _____, Philippines.

LESSEE:

DEPARTMENT OF FOREIGN AFFAIRS
REGIONAL CONSULAR OFFICE

LESSOR:

By: **Ms. MARICOR E. JESALVA**
Officer-in-Charge
DFA-RCO Legazpi

Ms. ROSARIO R. BOMBALES
Property Owner

SIGNED IN THE PRESENCE OF

ACKNOWLEDGMENT

Republic of the Philippines }
City of Butuan } S.S.

BEFORE ME, a NOTARY PUBLIC for and in the City of Legazpi, Philippines, on this ____ day of _____ personally appeared **Ms. ROSARIO R. BOMBALES** and **Ms. MARICOR E. JESALVA** known to me to be the same persons who executed the foregoing **Contract**, consisting of ____ () 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

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

NOTARY PUBLIC

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of _____.

OLA/DIV 1/CAR 117/2014

Page 5 of 5