

Kagabaran ng Agnayang Panlabas

Department of Foreign Affairs

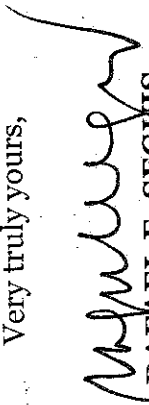
**NOTICE OF AWARD**

06 March 2014

Sir:

Please be informed that, upon the recommendation of the Bids and Awards Committee (BAC) of the Department as contained in its Resolution No. 76-13, 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 – Cotabato for the period 01 April 2014 to 30 March 2015**, to you, **Mr. Ernesto Delos Santos**, in the amount of **Fifteen Thousand Pesos only per month (Php 15,000.00/mth)**, inclusive of all taxes and other lawful charges, subject to the signing of the Contract.

Very truly yours,

  
**RAFAEL E. SEGUIS**  
Undersecretary for Administration  
and Head of the Procuring Entity

**MR. ERNESTO C. DELOS SANTOS**

Awang, Datu Odin Sinsuat,  
Maguindanao

**NOTICE OF AWARD**

06 March 2014







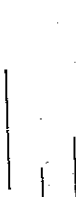

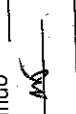
Sir:

Please be informed that, upon the recommendation of the Bids and Awards Committee (BAC) of the Department as contained in its Resolution No. 76-13, 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 – Cotabato for the period 01 April 2014 to 30 March 2015*, to you, *Mr. Ernesto Delos Santos*, in the amount of *Fifty Thousand Pesos only per month (Php 15,000.00/mth)*, inclusive of all taxes and other lawful charges, subject to the signing of the Contract.

Very truly yours,

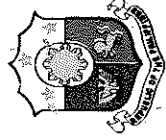
**RAFAEL E. SEGUIS**

Undersecretary for Administration  
and Head of the Procuring Entity

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. Ablog	
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	_____

**MR. ERNESTO C. DELOS SANTOS**

Awang, Datu Odin Sinsuat,  
Maguindanao



Ref No. 100-2014/OCA-RCOCC/FDS-JMA

OFFICE OF CONSULAR AFFAIRS

MEMORANDUM FOR THE UNDERSECRETARY FOR ADMINISTRATION

Attention : The Chairman, BAC

A handwritten signature in black ink, appearing to read "W. Santos", written over a horizontal line.

FROM : **WILFREDO C. SANTOS**  
Assistant Secretary

SUBJECT : RCO Cotabato's Request for Authority to  
Renew the Lease of the Staff House

DATE : 26 February 2013

---

In compliance with GPBB Resolution No. 08-2009 and D.O. Circular No. 01-07 and with reference to OLA's recommendation, OCA's Memorandum dated 14 January 2014 endorses DFA Cotabato's revised staff house lease contract for the period 01 April 2014 to 30 March 2015.

Also, OCA requests the issuance of a new BAC resolution and Notice of Award based on the new contract.

Attached for reference are:

- Memoranda ZCOT- 102/2014 dated 17 February 2014; ZCOT 041-2014 dated 14 January 2014 ; OCA- dated 14 January 2014
- Quotation of monthly rentals of three apartments;
- Original revised draft Contract of Lease.

For the Honorable Undersecretary's consideration.

Ref No. - 2014/OCA-RCOCC/FDS-JMA

OFFICE OF CONSULAR AFFAIRS

MEMORANDUM FOR THE UNDERSECRETARY FOR ADMINISTRATION

Attention : The Chairman, BAC



FROM : **WILFREDO C. SANTOS**  
Assistant Secretary

SUBJECT : RCO Cotabato's Request for Authority to  
Renew the Lease of the Staff House

DATE : 26 February 2013

In compliance with GPBB Resolution No. 08-2009 and D.O. Circular No. 01-07 and with reference to OLA's recommendation, OCA endorses DFA Cotabato's revised staff house lease contract for the period 01 April 2014 to 30 March 2015.

Also, OCA requests the issuance of a new BAC resolution and Notice of Award based on the new contract.

Attached for reference are:

- Memoranda ZCOT- 102/2014 dated 17 February 2014; ZCOT 041-2014 dated 14 January 2014 ; OCA- dated 14 January 2014
- Quotation of monthly rentals of three apartments;
- Original revised draft Contract of Lease.

For the Honorable Undersecretary's consideration.

CONTRACT OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

This **CONTRACT OF LEASE** (hereinafter the "**Contract**") made and entered into on \_\_\_\_\_ day of \_\_\_\_\_ 2014 in Cotabato City, Philippines, by and between

**ERNESTO C. DELOS SANTOS**, (hereinafter, the **Lessor**) of legal age, Filipino citizen, and with residential address at Awang, Datu Odin Sinsuat, Maguindanao, Philippines

AND

The **DEPARTMENT OF FOREIGN AFFAIRS**, (hereinafter, the **Lessee**) with principal office located at 2330 Roxas Blvd., Pasay City, herein represented by **AMIR HUSSEIN D. ALONTO**, Officer-in-Charge of the Department of Foreign Affairs – Regional Consular Office (RCO) in Cotabato City, pursuant to the authorization issued by the DFA.

WITNESSETH:

WHEREAS, the above named **Lessor** is the absolute owner of Unit Nos. 8 and 9 of Rosita delos Santos Apartment Building located at Purok Mahigugmaon, Brgy. Rosary Heights Mother, Ramon Rabago Ext., Cotabato City, Philippines, which is covered by TCT No. T-26687 under the name of Rosita delos Santos;

WHEREAS, the **Lessee** intends to lease the said property for its use as staff house of the RCO Cotabato in accordance with Bids and Awards Committee (BAC) Resolution No. \_\_\_\_\_ adopted on \_\_\_\_\_ and attached herein as **ANNEX A**

WHEREAS, the Notice of Award is issued in favor of the **Lessor** and attached herein as **ANNEX B**;

**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 the **Contract** shall transfer in favor of the **Lessee**, possession of the property located at Purok Mahigugmaon, Brgy. Rosary Heights 13, Ramon Rabago Ext., Cotabato City, Philippines, and more particularly described as 2-door (up & down) Apartment with a floor area of 400 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 1 April 2014 and ending on 31 March 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**, 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 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 Fifteen Thousand Pesos only (Php15,000.00) per month, including Expanded Value Added Tax, excluding charges of utilities, and payable within the first five days of the month without 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 Thirty Thousand Pesos only (Php30,000.00) as advance one (1) month rental and security deposit equivalent to one (1) month rental.
- Upon 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** shall pay all kinds and forms of taxes arising from this **Contract**, but not those arising from 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 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 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 written consent of the **Lessor**. All alterations, additions, or improvements, except movable furniture put in at the expense of the **Lessee**, shall be 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 other similar matters, and materials which are fire hazard, such as gasoline, kerosene, camphene, burning fluids, or other explosive or combustible materials, and not to create nor tolerate 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 Cotabato 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 of 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 the 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 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 05 February 2014 in Cotabato City.

LESSEE:

AMIR HUSSEIN D. ALONTO

DEPARTMENT OF FOREIGN AFFAIRS  
REGIONAL CONSULAR OFFICE  
Cotabato City

LESSOR:

ERNESTO C. DELOS SANTOS

By: **AMIR HUSSEIN D. ALONTO**  
Officer-in-Charge  
DFA-RCO Cotabato

SIGNED IN THE PRESENCE

DATU EM IBN SAUD C. SINSUAT

ZACARIA T. ABDULA

ACKNOWLEDGEMENT

Republic of the Philippines )  
City of Cotabato )

BEFORE ME, a NOTARY PUBLIC for and in Cotabato City, Philippines, on this 5<sup>th</sup> day of February 2014 personally appeared Mr. Ernesto c. delos Santos and Mr. Amir Hussein D. Alonto known to me to be the same persons who executed the foregoing **Contract**, consisting of seven (7) pages including Annexes attached thereto and the page on which this Acknowledgement 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
Ernesto C. delos Santos	Driver's License M01-90-028503	Cotabato City	Sept. 22, 2011
Amir Hussein D. Alonto	Driver's License X01-70-004637	Mandaluyong City	Sept. 6, 2011

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 \_\_\_\_\_





**CONSULAR REGIONAL OFFICE**  
Cotabato City

ZCOT-102/2014  
**MEMORANDUM FOR THE ASSISTANT SECRETARY, OCA**

CC : RCOCC

FROM : *AMSA*  
**AMIR HUSSEIN D. ALONTO**  
*Officer-in-Charge*

SUBJECT : **Submission of Renewal of Lease of Contract of  
RCO Cotabato's Staff House**

DATE : 17 February 2014

With reference to OLA's memorandum dated 23 December 2013 and ZCOT- 041 / 2014 dated 14 January 2014, RCO Cotabato is respectfully submitting three (3) sets of Lease of Contract (with ANNEX A) of the staff house/apartment of the officer-in-charge (OIC) which is due to expire on 31 March 2014.

Please note that the attached contract was patterned after the Model Lease Contract provided by OLA in the above mentioned memo.

The Department's consideration and early approval will be highly appreciated.

Enclosures: As stated.

CONTRACT OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

This **CONTRACT OF LEASE** (hereinafter the "**Contract**") made and entered into on 5<sup>th</sup> day of February 2014 in Cotabato City, Philippines, by and between

ERNESTO C. DELOS SANTOS, (hereinafter, the **Lessor**) of legal age, Filipino citizen, and with residential address at Awang, Datu Odin Sinsuat, Maguindanao, Philippines

AND

The **DEPARTMENT OF FOREIGN AFFAIRS**, (hereinafter, the **Lessee**) with principal office located at 2330 Roxas Blvd., Pasay City, herein represented by AMIR HUSSEIN D. ALONTO, Officer-in-Charge of the Department of Foreign Affairs – Regional Consular Office (RCO) in Cotabato City, pursuant to the authorization issued by the DFA.

WITNESSETH:

WHEREAS, the above named **Lessor** is the absolute owner of Unit Nos. 8 and 9 of Rosita delos Santos Apartment Building located at Purok Mahigugmaon, Brgy. Rosary Heights Mother, Ramon Rabago Ext., Cotabato City, Philippines, which is covered by TCT No. T-26687 under the name of Rosita delos Santos;

WHEREAS, the **Lessee** intends to lease the said property for its use as staff house of the RCO Cotabato in accordance with Bids and Awards Committee (BAC) Resolution No. 32-13 adopted on 13 February 2013 and attached herein as **ANNEX A**;<sup>1</sup>

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

- LEASED PREMISES:** The **Lessor**, by virtue of the **Contract** shall transfer in favor of the **Lessee**, possession of the property located at Purok Mahigugmaon, Brgy. Rosary Heights 13, Ramon Rabago Ext., Cotabato City, Philippines, and more particularly described as 2-door (up & down) Apartment with a floor area of 400 square meters (hereinafter referred to as the **Leased Premises**).
- LEASE PERIOD:** The period of this **Contract** shall be for one (1) year beginning on 1 April 2014 and ending on 31 March 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**.

<sup>1</sup> OCA-RCOCC coordinates with the BAC Secretariat for compliance with applicable requirements under RA 9184 and GPBR rules and regulations.

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 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 Fifteen Thousand Pesos only (Php15,000.00) per month, including Expanded Value Added Tax, excluding charges of utilities, and payable within the first five days of the month without 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 Thirty Thousand Pesos only (Php30,000.00) as advance one (1) month rental and security deposit equivalent to one (1) month rental.
- Upon 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 shall pay all kinds and forms of taxes arising from this Contract, but not those arising from 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 account of the Lessee.<sup>2</sup>
- 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.

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

The charges for water, electricity, telephone 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.

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 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 written consent of the Lessor. All alterations, additions, or improvements, except movable furniture put in at the expense of the Lessee, shall be 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 other similar matters, and materials which are fire hazard, such as gasoline, kerosene, camphene, burning fluids, or other explosive or combustible materials, and not to create nor tolerate not 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 Cotabato 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

<sup>3</sup> The following alternate provision may be used in case the damage to the Leased Premises are payable by the actual occupant of the leased 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 to this Contract.

SIGNED IN THE PRESENCE

DATU EM IBN SAUD C. SINSUAT

ZACARIA T. ABDULA

ACKNOWLEDGEMENT

Republic of the Philippines )  
City of Cotabato )

BEFORE ME, a NOTARY PUBLIC for and in Cotabato City, Philippines, on this 5<sup>th</sup> day of February 2014 personally appeared Mr. Ernesto c. delos Santos and Mr. Amir Hussein D. Alonto known to me to be the same persons who executed the foregoing Contract, consisting of seven (7) pages including Annexes attached thereto and the page on which this Acknowledgement 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
Ernesto C. delos Santos	Driver's License M01-90-028503	Cotabato City	Sept. 22, 2011
Amir Hussein D. Alonto	Driver's License X01-70-004637	Mandaluyong City	Sept. 6, 2011

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



*Ernesto C. Delos Santos*  
ATTEST: *VERISSA Q. DALIG*  
Notary Public  
No. 101-90-028503  
Ernesto C. Delos Santos  
Cotabato City, Philippines

Doc. No. 1184  
Page No. 252  
Book No. 47  
Series of 2014