

Lease Contract

KNOWN ALL MEN BY THESE PRESENTS:

This **CONTRACT OF LEASE** is made and executed at the City of Tuguegarao this ____ day of _____, 2023 by and between

NASS BUILDING duly represented by the owner, **SEFRONIA R. NARAG**, with office address at TAGUINOD STREET, MAHARLIKA HIGHWAY, **CARIG SUR, TUGUEGARAO CITY** hereinafter referred to as the **LESSOR**,

- and -

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT duly represented by its Regional Director, **LUCIA SUYU-ALAN, RSW**, with office address at DSWD Field Office 02, Carig Sur, Tuguegarao City, hereinafter referred to as the **LESSEE**.

WITNESSETH :

WHEREAS, the **LESSOR** is the owner of the **LEASED PREMISES** particularly **NASS BUILDING**, with an area of 3.5 x 8m situated at Taguinod Street, Maharlika Highway, Carig Sur, Tuguegarao City;

WHEREAS, the **LESSOR** agrees to lease-out the property to the **LESSEE** and the **LESSEE** is willing to lease the same;

NOW THEREFORE, for and in consideration of the foregoing premises, the **LESSOR** leases unto the **LESSEE** and the **LESSEE** hereby accepts from the **LESSOR** the **LEASED** premises, subject to the following:

TERMS AND CONDITIONS:

1. **PURPOSES:** That the premises hereby leased shall be used **exclusively** as field sub-office of **DSWD - EPAHP**. It is hereby expressly agreed that if at any time the premises are used for purposes other than what was stated herein, the **LESSOR** shall have the right to rescind this contract without prejudice to the rights of the **LESSEE** under the law.
2. **TERM:** This term shall be for a period of **Twelve (12) months starting from January 2, 2023 to December 31, 2023**. This Contract of Lease may be renewed by the parties upon mutual agreement in writing and upon such terms as may be agreed upon by both parties and as provided by law.
3. **RENTAL RATE:** The monthly rental rate for the leased premises shall be in PESOS: **THIRTEEN THOUSAND PESOS (P13,000.00)**, Philippine Currency, in cash or in check and deposited to their LBP Savings Account with Account Number 0126697252 under the name of **SEFRONIA R. NARAG**. All rental payments shall be payable to the **LESSOR** every 30th day of the month. The **LESSEE** shall withhold the applicable withholding tax from its rentals to be remitted to the BIR for the account and credit of the **LESSOR** with a Certificate of Tax Withheld after remittance by the **LESSEE** of said tax to BIR.
4. **DEPOSIT:** The **LESSEE** shall deposit to the **LESSOR**, after the execution of this contract and prior to move-in, the amount of Twenty Six Thousand (P26,000.00) Pesos, an advance rental equivalent to two (2) months without interest, which will answer for any damage/s of the building resulting from Lessee's use and occupancy thereof or from any cause whatsoever by the Lessee's member of family/employees, except for the ordinary wear and tear expected. If no such damage is caused, the deposit shall be applied as rental in the last two months of occupancy.
5. **SUB-LEASE:** The **LESSEE** shall **not** directly or indirectly sublease, allow or permit the leased premises to be occupied in whole or in part by any person, or any form of corporation. Neither shall the **LESSEE** assign its right hereunder to any other person or entity, and no right of interest therein shall be conferred on or vested to anyone by the **LESSEE** without the **LESSOR'S** written

SEFRONIA R. NARAG

LUCIA SUYU-ALAN, RSW
Regional Director

6. **PUBLIC UTILITIES:** The LESSEE shall pay for its telephone, electric, cable TV, water, internet, and other public services and utilities during the duration of the lease.

7. **FORCE MAJEURE:** If the leased premises shall be destroyed or damaged, in whole or in part by fire, flood, lighting, typhoon, earthquake, storm, or any other unforeseen disabling caused by Acts of God or any other Fortuitous Events, as to render the leased premises during the term, substantially unfit for use and occupation of the LESSEE, this lease contract may be terminated without compensation to the LESSOR and by written notice of the LESSEE.

8. **LESSOR RIGHT OF ENTRY:** The LESSOR or its authorized agent shall, after giving due notice to the LESSEE or its representative, at any reasonable hour may examine the leased premises or make repairs therein, for the operation and maintenance of the building or for any other lawful purposes which it may deem necessary.


9. **EXPIRATION OF LEASE:** At the expiration of the term of this lease or cancellation thereof, as herein provided, the LESSEE shall promptly deliver to the LESSOR the leased premises with all corresponding keys and in good condition, except for the ordinary wear and tear expected devoid all occupants, movable furnitures, articles and effects of any kind.

9.1 **TERMINATION:** This contract shall be terminated/rescinded due to fraud or misrepresentation made by the LESSOR.


10. This **CONTRACT OF LEASE** shall be valid and binding between the parties, their successors-in-interest and assigns.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures on the date and place above written

NASS BUILDING
duly represented by:

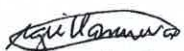

SEFRONIA R. NARAG
TIN No. 183-015-342
LESSOR


DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT REGION II
duly represented by its Regional Director


LUCIA SUYU-ALAN, RSW
TIN NO. 131-772-632
LESSEE

Signed in the presence of:

216892


ROMANA G. VILLANUEVA
SSS ID# 33-1553467-9


PASENCIA T. ANCHETA
SWO IV/OIC Chief, Promotive
Services Division

ACKNOWLEDGMENT

BEFORE ME, personally appeared on 27 FEB 2023, the above named and known to me and to me known to be the same persons who executed the foregoing instrument and acknowledge to the that the same is there free voluntary act and deed.

This instrument consisting of 3 page/s, including the page on which is acknowledgement is written has been signed on each and every page thereof by the concerned parties and their witnesses and sealed with my notarial seal.

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

DOC. No. 377;
Page No. 77;
Book No. 42;
Series of 2023

ATTY. LEA T. MALANA-BALANUN
Notary Public until December 31, 2023
Notarial Commission No. RTC-TUG-2022-09
Roll of Atty. No. 40223
IBP No. 290160-01-18-2023
PTR O.R. No. 3187490-01-05-2023
MCLE Comp. No. VH-0012960

22 AUG 2023
216892

BAC RESOLUTION RECOMMENDING AWARD OF CONTRACT FOR THE PROCUREMENT OF 12 MONTHS RENT OF BUILDING AND STRUCTURE FOR THE OFFICE SPACE OF EPAHP-RPMO STAFF TO NASS BUILDING BEING THE LOWEST CALCULATED AND RESPONSIVE BIDDER

BAC RESOLUTION NO. 2023-01-0021

WHEREAS, the EPAHP requested for the procurement of 12 months rent of Building and structure for the Office Space for EPAHP- RPMO staff under PR # 2022-12-2060;

WHEREAS, under Republic Act (R.A.) No. 9184 otherwise known as the "Government Procurement Reform Act" and its Implementing Rules and Regulations (IRR), the procuring entity may resort to any alternative methods of procurement, subject to the approval of the Head of the Procuring Entity and whenever justified by the conditions provided in this Act;

WHEREAS, the BAC thru its Secretariat, initiated the procurement activity by sending the Request for Quotation (RFQ) No. 22-12-1234 to three (3) prospective suppliers, namely: (1) Nass Building, (2) Maetrev Commercial Building & (3) Posadas Residential Building rental;

WHEREAS, the lowest quotation was offered by Nass Building at P13, 000/Month, followed by Maetrev Commercial Building at P14,000 /Month while the highest quotation was offered by Posadas Residential Building rental at P 18,000.00;

WHEREAS, upon review and evaluation of the compliance with the technical requirements of the project, the Bids and Awards Committee (BAC) recommended to declare Nass Building as the lowest calculated and responsive bidder;

NOW, THEREFORE, premises considered, **WE**, the **MEMBERS OF THE BIDS AND AWARDS COMMITTEE** hereby recommends to the Head of the Procuring Entity to award the **CONTRACT FOR THE PROCUREMENT OF 12 MONTHS RENT OF BUILDING AND STRUCTURE FOR THE OFFICE SPACE OF EPAHP-RPMO STAFF TO NASS BUILDING BEING THE LOWEST CALCULATED AND RESPONSIVE BIDDER.**


APPROVED THIS 20th day of January 2023 at Carig Sur, Tuguegarao City, Philippines.


CELSO L. ARAO, JR.
BAC Chairperson


ROWENA S. ARUGAY
BAC Vice-Chairperson


FRANCO G. LOPEZ
BAC Member


DULCENEAH LYRA F. DELA CRUZ
BAC Member



CHANDAT API
BAC Member

MYLENE E. ATTABAN
Alternate BAC Member

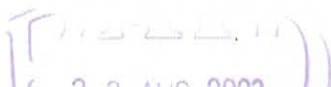
GELA FLOR R. PEREZ
Alternate BAC Member

MARIA CHERRYPIE I. CABALZA
Alternate BAC Member

Approved by:


LUCIA S. ALAN, RSW
Regional Director




22 AUG 2023
216892