

CONTRACT OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

This contract is made and entered in the City of Pasig, Metro Manila, by and between:

THE CITY OF PASIG, a local government unit duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office at Pasig City Hall, Caruncho Ave., Barangay San Nicolas, Pasig City, herein represented by **HON. VICTOR MA. REGIS N. SOTTO**, in his capacity as City Mayor (hereinafter referred to as the "LESSEE");

- and -

GLOBALRADIUS, INC. a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at 212 C. Santos Street, Ugong, Pasig City, herein represented by **AUSBERTO FIGUEROA JR.** pursuant to the Secretary Certificate attached hereto as Annex "A" hereof (hereinafter referred to as the "LESSOR");

Each of the LESSEE and the LESSOR may be referred to as a "PARTY" and collectively as "PARTIES".

The parties hereto represent that they possess the capacity and authority to enter into this Contract of Lease.

WITNESSETH:

WHEREAS, the LESSEE has a lease requirement for real property under Purchase Request No. 100-22-12-6435 for the renewal of the rental of its Radio Repeater Site from January to December 2023;

WHEREAS, pursuant to Section 53.10 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 (Government Procurement Reform Act) and the Consolidated Guidelines for Alternative Methods of Procurement, the LESSEE, through the end-user unit, conducted a cost-benefit analysis and assessed that entering into a new contract will be more expensive, and the result of the analysis favors the existing lessor;

WHEREAS, Section 53.10 in relation to Annex "H" of the Implementing Rules and Regulations ("IRR") of R.A. No. 9184 expressly provides that the contract for the lease of real property may be renewed if it is found that entering into a new contract will be more expensive taking into consideration the cost of transfer and accessibility to the public;

CONTRACT NO. 100-22-12-6435

WHEREAS, the **LESSEE** accepted the **LESSOR's** offer and awarded the project to the **LESSOR** in accordance with the Implementing Rules and Regulations of Republic Act No. 9184;

NOW, THEREFORE, in view of the foregoing premises and for and in consideration of mutual covenants and undertakings, the parties hereto have agreed as follows:

**ARTICLE I
SUBJECT OF THE LEASE**

This Contract of Lease shall cover all the items found in the Purchase Request No. 100-22-12-6435 attached to this Contract as Annex "B".

**ARTICLE II
LEASE PERIOD**

The Contract of Lease shall be for the period of January to December 2023.

**ARTICLE III
CONTRACT PRICE**

In consideration for the lease to be undertaken by the **LESSOR** specified in Article I hereof, the **CITY OF PASIG** shall pay the **CONTRACTOR** based on the billing statement/statement of account/invoice/billing invoice/others with complete and correct supporting documents/attachments and computations in an amount not to exceed Nine Hundred Ninety Six Thousand Pesos (Php 996,000.00)

**ARTICLE IV
AMENDMENT AND EXCLUSIVITY**

1. This Contract of Lease constitutes the entire agreement between the parties hereto and all previous agreements between the parties relative to the Leased Premises and ancillary services therein, are hereby superseded by this Contract of Lease.
2. The relationship of the parties shall be limited to the performance of the terms and conditions of this Contract of Lease. Nothing in this Contract of Lease shall be construed as to create a general partnership, joint venture, or agency between the parties, or to authorize any party to act as a general agent for another, or permit any party to bind the other, or to borrow money on behalf of another party, or to use credit of any party, for any purpose.
3. The Contract of Lease shall not be deemed amended or otherwise in any manner, unless such amendment or alteration is made in writing and signed by both parties.

**ARTICLE V
NON-WAIVER**

1. The failure or delay on the part of any party to insist upon strict performance of any of the terms, conditions, and covenants hereof, or to exercise any of its rights under this Contract of Lease, shall not be deemed a relinquishment or waiver of the enforcement of any right or remedy that said party may have nor shall it be construed as a waiver of any subsequent breach or default of the terms, conditions, and covenants herein contained, which shall be deemed in full force and effect. No waiver by a party shall be deemed to have been made unless expressed in writing and signed by the said party.

2. Any right or remedy conferred by this Contract of Lease shall not be exclusive of any other right or remedy of each party, whether under this contract or provided by or permitted by law or in equity, but each right or remedy shall be cumulative of every right or remedy available.

**ARTICLE VI
ADDITIONAL PROVISIONS**

1. The parties hereby manifest that they shall first meet, confer and sit down together for the purpose of exploring all avenues and/or possibilities of amicably settling their differences, disputes and/or controversies that may arise in connection with any of the terms and conditions of this Contract of Lease.


2. In the event that facts and circumstances arise or are discovered which render this Contract of Lease manifestly and grossly disadvantageous to the government, as determined by the **LESSEE**, the parties hereto agree to immediately renegotiate its terms and conditions, or at the option of the **LESSEE**, terminate the same.

3. If the parties fail to amicably settle their differences, disputes, and/or controversies, the parties, waiving for this purpose any other venue, hereby agree that the courts of the City of Pasig shall be the sole and exclusive venue of any and all actions or suits between the parties, to the exclusion of all other courts and venues. This exclusive venue provision shall apply even in cases arising from the declaration of nullity of this Contract of Lease in part or in its entirety and in cases arising after or by reason of the declaration of nullity of this contract, whether in part or in its entirety.

IN WITNESS WHEREOF, the parties hereto set their hands this day of JAN 23 2023 2023 at Pasig City.

CITY OF PASIG
By:

GLOBALRADIUS, INC.
By:


HON. VICTOR MA. REGIS N. SOTTO
City Mayor


AUSBERTO FIGUEROA JR.
Authorized Managing Officer

WITNESSES:


(Printed Name and Signature)

(Printed Name and Signature)

Funds Appropriated:

Funds Obligated


MARTINELLI A. SANTIAGO
OIC - City Budget Office


MS. JUVY A. CUENCO
OIC - City Accounting Office
(00, 20 219, 01- 000)-101)

Funds Available:

Recommending Approval:


MS. MARITA A. CALAJE
City Treasurer


BRYANT MERYLL RUIZ Q. WONG
Chief, Pasig City DRRMO

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of **PASIG CITY**) S.S.

JAN 23 2023 BEFORE ME, a Notary Public for and in the City of Pasig, on this day of
JAN 23 2023, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
AUSBERTO FIGUEROA JR.	SSS ID 33-4598934-G	

known to me to be the same person who executed the foregoing Contract of Lease consisting of five (5) pages, and who acknowledged to me that the same is their own free and voluntary act and deed as well as the free and voluntary act and deed of the entity they duly authorized to represent.

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

Doc. No. 52
Page No. 12
Book No. CLV
Series of 2023

Lolita W. McConough-Lim
ATTY. LOLITA W. MC CONOUGH-LIM
Notary Public until Dec. 31, 2024
Pasig, San Juan, & Pateros M. Mla.
Appointment No. 49 (2023-2024)
PTR No. 0139412/Jan. 03, 2023
IBP No. 173491/10-22-2022 for the Year 2023/RSM
MCLE Exemption No. VIII-IPD000051
Roll No. 34423
2nd Flr. Armal Center Velasco Ave.
Malinao, Pasig City

ACKNOWLEDGMENT

JAN 23 2023 BEFORE ME, a Notary Public for and in the City of Pasig, on this day of
JAN 23 2023, 2023, personally appeared Victor Ma. Regis N. Sotto,
known to me to be the same person who executed the foregoing instrument and who acknowledged to me that the same is his free and voluntary act and deed as well as that of the entity he represents.

This instrument consists of five (5) pages, including this page in which this Acknowledgement is written and duly signed by the Parties.

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

Doc. No. 201
Page No. 42
Book No. 13
Series of 2023

Carlos Cabesamis
ATTY. CARLOS CABESAMIS
Notary Public-Pasig City
Until December 31, 2024
ROLL NO. 43288
IBP LIFETIME NO. 08352
PTR NO. 9004628
APPOINTMENT NO. 25 (2022-2023)
MCLE COMPLIANCE NO. VI-0030466
TIN NO. 127-509-331-00000

CONTRACT NO. 100-22-12-6435

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

SECRETARY'S CERTIFICATE

I, **Nerissa B. Figueroa** a duly elected and qualified Corporate Secretary of **GLOBALRADIUS, INC.** a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, do hereby certify, that;

I am familiar with the facts herein stated and duly authorized to certify the same;

At a special meeting of the Board of Directors of the said Company duly convened and held on January 15, 2023 at which meeting a quorum was present and acting throughout, the following resolutions were approved, and the same have not been annulled, revoked and amended in any way whatever and are in full force and effect on the date hereof, **RESOLVED**, that;

The Corporation, be as it is hereby authorized **AUSBERTO FIGUEROA JR.** to participate and enter into a bidding with the **CITY GOVERNMENT OF PASIG** for Repeater Site Rental and all projects that the Corporation may participate into.

The Corporation, hereby authorizes and appoints **AUSBERTO FIGUEROA JR.** to be the authorized representative with the position of Authorized Managing Officer with authority to sign, execute, receive payments and deliver any and all contracts, agreements, undertakings, letters, forms, notices, and other documents and instruments for and on behalf of the Corporation;

The Corporation agrees that if awarded the project, the Corporation shall enter into a Contract with the **CITY GOVERNMENT OF PASIG**.

" Resolved further that, the Corporation further authorizes **AUSBERTO FIGUEROA JR.** as the Corporation's true and lawful attorney, for the Corporation's name, place and stead, to do, execute and perform any and all acts necessary to represent the Corporation in any private and government undertaking, as fully and effectively as the Corporation might do if personally present with full power of substitution and revocation and hereby confirming all that said representative shall lawfully do or cause to be done by virtue hereof "

IN WITNESS HEREOF, I have signed this certification on this day JAN 16 2023 at _____


NERISSA B. FIGUEROA
Corporate Secretary

SUBSCRIBED AND SWORN to before me this JAN 16 2023 day of _____ at _____, Philippines. Affiant exhibiting to me her SSS ID # 3318432040 issued at Pasig City.

_____ CITY

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Book No: CW
Series of 2023

NOTARY PUBLIC
ATTY. LOLITA W. MCDONOUGH-LIM
Notary Public until Dec. 31, 2024
Pasig, San Juan, & Pateros M. Mia.
Appointment No. 49 (2023-2024)
PTR No. 0120412/Jan. 03, 2023
JEP No. 173401/19-20-2020 for the Year 2023/RSM
MCLE Exemption No. VIII-IPD000051
Roll No. 34423
2nd Flr. Arma Center Velasco Ave.
Malinao, Pasig City



PURCHASE REQUEST

CITY GOVERNMENT OF PASIG

LGU

Department : PASIG CITY DISASTER RISK REDUCTION AND MANAGEMENT OFFICE

PR No. : 100-22-12-6435

Date : 12/20/2022

SAI No. :

Date :

Section :

OBR No. :

Date :

ITEM NO.	QTY	UNIT OF ISSUE	ITEM DESCRIPTION	ESTIMATED UNIT COST	ESTIMATED COST
1	12	months	Rental of Real Property and Renewal of Lease Contract for Radio Repeater - Period Covered: January to December 31, 2023 • Total area: 200 sq. mtrs. • Location: #47 Lot Yuan St., Lores, Countryhomes San Roque, Antipolo Rizal • Coverage: NCR and nearby provinces including some parts of Rizal, • Laguna, Bulacan & Pampanga. • Land Elavation: 900 feet • 100 feet all steel free-standing tower • Base foot: 7 feet distance • Cement base and bolted • Well-Secured steel door radio-room • Steps painted red and white alternate every twenty-feet • With grounding kit & lightning arrester • Perimeter fenced • Climb ladder for easy repair access. • 24 hours caretaker on post	60,000.00	720,000.00
2	12	months	Site Rental Radio Repeater for PNP - Site Rental for Pasig PNP period covered: January to December 31, 2023	12,000.00	144,000.00
3	12	months	Site Rental Radio Repeater for DRRM - Site Rental for DRRM BARANGAYS / C3 / FIRE VOLUNTEERS Period Covered: January to December 31, 2023 ***** Nothing Follows *****	11,000.00	132,000.00

Delivery Term:

Sys. Ctrl. No.: 6409 **GRAND TOTAL: 996,000.00**

Purpose / Remarks : For the use of Pasig PNP, Pasig DRRM, Barangays, C3, Fire Volunteer and Trunking System Site Rental of Radio Repeater

	Requested by:	Cash Availability:	For and By Authority of the City Mayor
Signature :			Approved by:
Printed Name :	BRYANT MERYLL RUIZ Q. WONG	MARITA A. CALAJE	ATTY. JERONIMO U. MANZANERO
Designation :	City Govt. Dept. Head II(City Disaster Risk Red. M	City Treasurer	City Administrator