

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 -

TACTICAL BUILDERS, 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 130 Sandoval Ave., San Miguel, Pasig City, herein represented by **MS. IMELDA C. TIN**, pursuant to the Secretary's Certificate attached hereto as Annex "A", herein 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. 100-23-06-1397 for the **Lease of Privately-Owned Warehouse for the City Government of Pasig- Solid Waste Management Office** for a period of six (6) months;

WHEREAS, pursuant to Section 53.10 of the 2016 Revised Implementing Rules and Regulations ("IRR") of Republic Act ("R.A.") No. 9184 (Government Procurement Reform Act) and the Consolidated Guidelines for Alternative Methods of Procurement, the **LESSEE**, through its Bids and Awards Committee ("BAC"), sent Requests for Quotation to at least three (3) potential lessors, and one (1) potential lessor responded;

WHEREAS, the **LESSEE**, through its BAC, conducted negotiation and evaluation and found the **LESSOR's** quotation to be responsive;

WHEREAS, the **LESSOR** thus offered for lease to the **LESSEE** a privately-owned warehouse in 201 Sandoval Ave., Pinagbuhatan, Pasig City;

WHEREAS, considering all of the legal requisites, and finding the **LESSOR's** quotation to be in order, valid, and responsive, the **LESSOR** was found to have submitted the Single Calculated and Responsive Quotation/Proposal in

the amount of **Seventeen Million Five Hundred Five Thousand Six Hundred Pesos (Php17,505,600.00)**;

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 Request for Quotation / Terms of Reference attached to this Contract as Annex "B".


ARTICLE II LEASE PERIOD

The Contract of Lease shall be for the period from 01 August 2023 to 31 December 2023, renewable in accordance with Annex "H" of the IRR of R.A. No. 9184; *Provided*, that in case of renewal for a period not exceeding three years from the commencement of this contract, the Lease shall be subject to the same terms and contract price.

ARTICLE III CONTRACT PRICE

In consideration for the lease to be undertaken by the LESSOR specified in Article I hereof, for the entire period stated in Article II hereof, the CITY OF PASIG shall pay **TACTICAL BUILDERS, INC.** based on the monthly billing statement/statement of account/invoice/billing invoice/others with complete and correct supporting documents/attachments and computations in an aggregate amount not to exceed **Seventeen Million Five Hundred Five Thousand Six Hundred Pesos (Php17,505,600.00)**.

ARTICLE IV OBLIGATIONS OF THE LESSOR



The LESSOR hereby warrants that it has the right to enter into this Contract of Lease. Further, the LESSOR agrees to maintain the LESSEE in the peaceful and adequate enjoyment of the lease for the entire duration of the Contract, such that the LESSOR shall undertake repair and maintenance pertaining to the structural component of the Leased Premises and shall ensure that the Leased Premises is covered by the proper property insurance. The LESSOR shall hold the LESSEE free and harmless from any claims from third parties by virtue of this Contract of Lease.

**ARTICLE V
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 VI
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 VII
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 whatever are 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 difference, 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 JUL 18 2023 day of _____, **2023** at **Pasig City**.

CITY OF PASIG

Lessor

By:

By:

HON. VICTOR MA. REGIS N. SOTTO
City Mayor

MS. IMELDA C. TIN
Administrative Manager

WITNESSES:

(Printed Name and Signature)

(Printed Name and Signature)

Funds Appropriated:

Funds Obligated:

MS. MARTINELLI A. SANTIAGO
OIC - City Budget Office

MS. JUVY A. CUENCO
City Accountant
100-2023-06-0277-1011

Funds Available:

Recommending Approval:

MS. MARITA A. CALAJE
City Treasurer

ALENDRI B. ANGELAS
City Government Department Head II

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

City of PASIG CITY) S.S.

BEFORE ME, a Notary Public for and in the City of PASIG CITY, on this day of JUL 18 2023, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
IMELDA C. TIN	SSS	33 - 7311958 - 6

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. 106
Page No. 23
Book No. XXVI
Series of 2023

Joseito Constantino
ATTY. JOSELITO B. CONSTANTINO
 NOTARY PUBLIC
 Cities of Pasig, San Juan and in the Municipality of Pateros, Metro Manila
 PTR No.0139418 / 01-03-2023
 IBP No.259629 / 12-19-2022
 MCLE No. VII-0019927 valid until April 14 2025
 S. C. Roll No.31102 / 05-04-1981
 TIN No. 232-590-023-000
 G/F Pasig City Hall Brgy. San Nicolas Pasig City
 Appointment No.132 (2023-2024)
 Contact No. 09273112426 / 09499240131

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of JUL 18 2023, 2023, personally appeared Hon. 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. 107
Page No. 23
Book No. XXVI
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REPUBLIC OF THE PHILIPPINES)
_____) S.S

SECRETARY'S CERTIFICATE

I, CANICE V. TIN, of legal age, Filipino, with office address at Unit 2A Alpha Square Building, 130 A. Sandoval Avenue, San Miguel, Pasig City being duly sworn and state that:

1. I am duly elected Corporate Secretary of TACTICAL BUILDERS INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office at 130 Hon. Alfonso Sandoval Avenue, San Miguel, Pasig City.
2. A duly constituted meeting of the Board of Directors of the said corporation held at Unit 2A Alpha Square Building, 130 A. Sandoval Avenue, San Miguel, Pasig City the following resolution/s consistent with the corporation's Articles of Incorporation and By-Laws, was unanimously adopted:

BOARD RESOLUTION

RESOLVED, as it is hereby authorized Ms. Imelda C. Tin to sign the lease contract with whoever entity which the company will award the warehouse assigned by 3553 PROPERTY AND DEVELOPMENT CORPORATION;

The foregoing Resolution is valid and existing, until withdrawn revoked or modified by the Corporation.

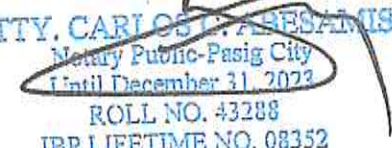
IN WITNESS WHEREOF, I have hereunto affixed my signature this March 6, 2023, at Pasig City, Philippines.


CANICE V. TIN

Corporate Secretary

MAR 06 2023

SUBSCRIBED AND SWORN TO before me this _____, at PASIG CITY City, Philippines, affiant exhibited to me her UMID CRN-0111-0975214-8 issued on at SSS.


ATTY. CARLOS L. ABESAMIS
Notary Public-Pasig City
Until December 31, 2023
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

Doc. No.: 260 ;
Page No.: 53 ;
Book No.: 18 ;
Series of 2023.



PROCUREMENT MANAGEMENT OFFICE

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	26 June 2023
Project Title	Lease of Privately Owned Warehouse for the City Government of Pasig - Solid Waste Management Office
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
RFQ No.	100-23-05-1397
Approved Budget for the Contract	Eighteen Million Four Hundred Eighty Thousand Pesos (Php 18,480,000.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than <u>27 June 2023, 1:45 PM</u> at the Bids and Awards Committee (BAC) through the Procurement Management Office (BAC Secretariat Office), <u>4th Floor</u> , Pasig City Hall, San Nicolas, Pasig City. You may enclose all the documents in an envelope duly marked with the following details: 1. Title and reference number of the project (Purchase Request No.); and 2. Name, address and contact details (telephone/cellphone number and email address) of the bidder.
Date, Time and Place of the Negotiation	27 June 2023 (Friday), 2:00 PM, 4 th Floor, Procurement Management Office
NOTES	<ol style="list-style-type: none"> Lessor shall submit their offer/quotation through their duly authorized representatives Quotations submitted exceeding the Approved Budget for the Contract (ABC) shall be rejected. The prices quoted are to be paid in Philippine Currency. All prices quoted are subject to all Philippine Tax Statutes. Award of contract shall be made to the lowest quotation which complies with the technical specifications and other terms and conditions stated herein. The City Government of Pasig shall have the right to inspect and/or to test the real property to confirm their conformity to the technical specifications. The CITY GOVERNMENT OF PASIG reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

Sir/Madame:

In accordance with the Technical Specifications, Scope of Work and General Conditions for the aforementioned project stated herewith, kindly fill up and submit your lowest proposal.

For any inquiries or clarifications, please contact the Procurement Management Office (BAC Secretariat Office) at (02) 8643-1111 local 1461 or 1462 or through email bidsandawards@pasigcity.gov.ph

Thank you.

SGD
ATTY. PONCE MIGUEL D. LOPEZ
 Officer in Charge, Procurement Management Office



Description of Service Requirement	Offered Technical Proposal Please fill in with either: "Comply" or "Not Comply"
Lease of Privately Owned warehouse for the City Government of Pasig- Solid Waste Management Office under RFQ No. 100-23-05-1397	
TECHNICAL SPECIFICATIONS/SCOPE OF WORK	
<p>Lease of Warehouse -Lease of Warehouse:</p> <p>Lease of Period -6 months</p> <p>Area Requirement: -Warehouse: 8,500 sq.m. -Covered Parking: 1,500 sq.m.</p> <p>Amount of Rent per Square Meter: -Php 308.00 sq.m (VAT inclusive)</p> <p>Location: Within Pasig City</p>	<p>Sandoval warehouse</p> <p>6 months</p> <p>10,420 sqm.</p> <p>Php 280.00 /sqm. Vat inclusive</p> <p>601 Sandoval Ave. Tinangbunan, Pasig City</p>
Please refer to the attached Terms of the Lease for the complete details and specifications.	
FINANCIAL PROPOSAL	
Name of Project	Bid per Square Meter for the Lease of Real Property
Lease of Privately Owned warehouse for the City Government of Pasig- Solid Waste Management Office under RFQ No. 100-23-05-1397	PHP <u>280.00/sqm.</u> (Amount in Figures)
	<u>Two Hundred Eighty Pesos</u> (Amount in words of Bid per Square Meter)
	Grand Total Cost for the Lease of Property
	PHP <u>2,917,600.00</u> (Amount in Figures) <u>Two Million Nine Hundred Seventeen Thousand Six Hundred</u>

	<hr/> (Amount in words of Grand Total Cost)
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Additional Requirements:

Together with your proposal/quotation, kindly submit the following documents:

1. Mayor's/Business Permit (or a recently expired Mayor's/Business permit together with the official receipt as proof that the prospective bidder has applied for renewal within the period prescribed by the concerned local government unit subject to submission of the Mayor's Permit before the award of contract). The nature of business as stated in the Mayor's/Business Permit should at the very least be similar or related to the project to be bid.
2. Latest Income or Business Tax Returns filed and paid through the BIR Electronic Filing and Payment System (EFPS).

In accordance with Revenue Regulation No. 3-2005, the above-mentioned tax returns shall refer to the following:

- Latest Income Tax Return (ITR) - For participants already with an Annual ITR, latest ITR shall refer to the ITR for the preceding Tax Year be it on a calendar or fiscal year. For new establishments which, therefore, have no annual ITR yet, it shall refer to the most recent quarter's ITR.
- Latest Business Tax Return - refers to the Value Added Tax (VAT) or Percentage Tax returns covering the previous six (6) months.

3. Philippine Government Electronic Procurement System (PhilGEPS) Registration Number or PhilGEPS Platinum Certificate of Registration and Membership;

4. Accomplished and notarized Omnibus Sworn Statement. - [https://www.gppb.gov.ph/assets/forms/Omnibus%20Sworn%20Statement\(Revised\).docx](https://www.gppb.gov.ph/assets/forms/Omnibus%20Sworn%20Statement(Revised).docx)

5. Proof of Authorization i.e. duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture or a Special Power of Attorney, in case of Sole Proprietorship.

6. Complete copy of the building floor plans indicating in shaded colors the rentable space.

7. Copy of the Certificate of Occupancy of the building or appropriate approved documents showing the date the building was constructed or age of the building (for existing development); for future development, submit the Building Permit.

8. Complete description of the building as to type, kind and class including its component parts and equipment facilities such as, but not limited to, parking areas, elevators, air-conditioning systems, firefighting equipment, etc.

9. Copy of the Master of Deed Declaration and Restrictions in case of lease/rental of office condominiums (if existing development).

10. Vicinity Map

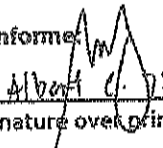
*Submission of the Certificate of Occupancy and the Master of Deed Declaration and Restrictions shall be a condition precedent for any payment under the Lease Contract.

BIDDER'S COMMITMENT:

We hereby agree and bind ourselves to the terms and conditions herein specified, to the manner of procurement and evaluation set up by the Bids and Awards Committee (BAC), and to the Implementing

Rules and Regulations of the Republic Act No. 9184. We further certify that we have read and agree to the Terms of Reference, if any, attached in the Request for Quotation.

We understand that the City Government of Pasig is not bound to accept the lowest or any bid it may receive.

Conformed: 
Albert C. Din Gen. Manager
Signature over printed Name Position

Duly authorized to sign quotation/offer for and on behalf
of Justical Builders Inc. (Please indicate name of company)

PROPOSED TERMS OF THE LEASE
(Lease of Privately Owned warehouse
for the City Government of Pasig's Solid Waste Management Facility)

I. BACKGROUND

The effective and efficient management of solid waste, particularly waste segregation and disposal, is essentially the responsibility of local government units under Republic Act 9003 also known as the Ecological Solid Waste Management Act of 2000. Establishing Materials Recovery Facility (MRF) is a requirement for each LGU. Waste segregation, composting of biodegradable garbage, selling of recyclables and reusable items, and processing of any leftover residual wastes are all aspects of ecological solid waste management. The pressure of urbanization and rapid population growth calls for an improved solid waste management system.

The city government in the recent years started the waste collection by administration transitioning from an annual contracted waste collection service to a fully owned and operated solid waste management system.

The absence of a facility to house the growing number of solid waste collection vehicles and Material Recovery Facility equipment for waste processing towards circular economy is crucial in centralizing solid waste management operation.

In compliance with Section V.D.9.b.i. of Annex "H" of the Implementing Rules and Regulations ("IRR") of Republic Act No. 9184, a rigorous study and analysis was conducted, and it was found that there are no available publicly-owned real properties suitable for a solid waste management facility within the territorial jurisdiction of the City of Pasig that the CGP may lease. It was also ascertained that entering into a lease contract for a privately-owned warehouse is more beneficial to the CGP as against purchasing land and constructing a warehouse building therein.

II. REAL PROPERTY SPECIFICATIONS

The CGP is looking for a warehouse building which is ready for occupancy by 01 July 2023, with the following technical specifications, taking into consideration the rating factors for lease of real property under Appendix B of Annex "H" of the IRR of R.A. 9184, such as:

A. Location and Site Condition

1. **Location.** According to the Pasig City Planning and Development Office ("CPDO"), the Geographic Information System ("GIS") locates the geographic center of the City at No. 479 Dr. Sixto Antonio Avenue, Pasig City. Based on this information, the nearest main thoroughfare with areas

that are big enough to be suitable locations for a solid waste management facility are C. Raymundo Avenue and Sandoval Avenue.

As such, the location of the existing warehouse building must be with direct access to or near C. Raymundo Avenue or Sandoval Avenue.

2. **Accessibility.** The real estate property must be directly accessible from and to the main thoroughfares of Pasig City by public transport, such as PUJs, tricycles, UVs and taxis.
3. **Topography and Drainage.** It must have an adequate and properly installed drainage system and not be located in a flood-prone area.
4. **Sidewalks.** The property shall have ample pedestrian sidewalks.
5. **Parking Space.** The property must have an exclusive parking space for about 110 dump trucks and 10 heavy equipment.
6. **Economic Potential.** The property must be located in a commercial or business district and/or classified as mixed use (office, commercial, business).
7. **Other added amenities.**

B. Neighborhood Data

1. **Prevailing Rental Rate.** The property's rental rate must be inclusive of office space rental, Common Usage Service Area (CUSA) fee and association dues, if applicable, VAT, and all other taxes, fees and charges.
2. **Sanitation and Health Condition.** The property must be located in a sanitary and healthy environment. It must have proper garbage facilities and must comply with the health and sanitation standards required under the Sanitation Code of the Philippines.
3. **Adverse Influence.** The property must be free from street obstructions, informal settlers and ambulant/sidewalk vendors.
4. **Property Utilization.** The property's highest and best use is for warehouse building.
5. **Police and Fire Stations.** The property must be located to a nearby police and fire stations.
6. **Cafeterias.** Adequate food establishments must be within the close proximity of the property.

7. **Banking/Postal/Telecommunication.** The property must have adequate telecommunication lines and within close proximity to Banks and financial institutions that offer ATM services.

C. Real Estate

1. **Structural Condition.** The building is designed in compliance with the National Building Code of the Philippines.
2. **Size and Functionality.**
 - a. **Space Requirement.** The leasable space must be adequate for the CGP's requirement of a total floor area of about 10,000 to 12,000 square meters, consisting of a warehouse building, with the following specifications:
 - Publicly-accessible entrance
 - 8,500 sq. meter of Warehouse building
 - 1,500 sq. meter of covered parking
 - Office building for warehouse administration with a total floor area of at least 100 square meters
 - At least two (2) sets of male and female comfort rooms on both ends of the property, with at least three (3) toilets, three (3) urinals (for male comfort rooms), and three (3) lavatories each;
 - Two (2) comfort rooms for people with disabilities per floor;
 - A provision for a canteen with an area of at least 100 square meters;
 - b. **Module.** The Leased Premises shall be handed over with the following minimum specifications:
 - Cement floor;
 - Standard fire protection system; and
 - Generator sets capable of supporting electrical load requirements
 - c. **Light and Ventilation.** The building's common areas must have proper lighting and ventilation systems.
 - d. **Circulation.** The warehouse building must allow for overall movement of people by providing adequate and appropriate areas and facilities for the proper and unobstructed movement of the CGP's officials and employees and guests through, around and within the premises.

3. **Facilities.** The building must have the following facilities/amenities:

- a. Electrical and Water supply. Main meter for the electrical and water supply exclusively for the use of the CGP.
- b. Lighting system. Sufficient electrical and lighting fixtures and convenience outlets.
- c. Fire escapes and firefighting equipment. Fire alarm/detection system, fire-fighting equipment and fire/emergency exits, as provided by laws;
- d. Electrical Facilities/Requirements:
 - i. All electrical components within the building shall meet the electric load requirements provided for by City of Pasig;
 - ii. There should also be provisions for electrical system (single phase and three phases) for the air-conditioning units and other office equipment to be installed;
- e. Toilets. Provision for furnished restrooms with lavatories, mirrors and exhaust fans for the exclusive use of CGP employee and clientele/stakeholders/visitors;
- f. Canteen. The leasable space shall also allow the establishment of a canteen, which is easily accessible; and

4. **CCTV, Telecommunications and IT Requirements.** The building must have provision for the following:

- a. Space for the installation of horizontal and vertical network cabling (structured cabling infrastructure);
- b. CGP should be allowed to demolish/chip portion of walls, floors and ceilings for the installation of data cables;

5. **Other requirements.**

- a. Maintenance. The common areas of the building, if any, must be properly maintained by the lessor's utility personnel. The CGP will provide its own utility personnel to maintain cleanliness in the leased premises.

- b. Wastewater disposal. The building must have wastewater disposal facilities within the premises which may be modified by installing a WTF/STP depending on the type of wastewater the CGP's facility will be producing.
- c. Attractiveness. The property's overall façade must be appropriate for the CGP and must have provision for agency signage.
- d. Qualification. The building must have already secured the relevant permits to ensure occupancy upon turnover to the CGP.

D. Free Services and Facilities.

- 1. Repair and maintenance: The building owner shall undertake the repair of the water pipes and drainage, electrical fixtures and back-up power, as may be necessary.

III. DURATION OF THE CONTRACT

The Lease Term shall be for a period commencing from 01 July 2023 until 31 December 2023, as follows:

The lease may be renewed, at the option of the CGP, on a year-to-year basis under the same terms and conditions of the prevailing lease.

IV. CRITERIA FOR EVALUATION

The prospective lessor shall be evaluated in accordance with the Guidelines for Lease of Real Property and Venue (Annex "H" of the IRR of RA 9184) and the rating factors for lease of real property under Appendix B of Annex "H" of the IRR of R.A. 9184.

V. PAYMENT

Payment shall be on a month-to-month basis, commencing from the turnover/move-in date on 01 July 2023.

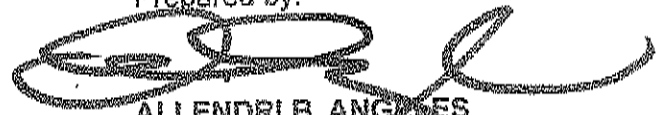
A single advance payment may be paid as downpayment in accordance with Item 4.1, Annex "D" of the IRR of RA 9184. All payments due shall first be charged against the advance payment until the latter has been fully exhausted.

Thereafter, payment of the lease shall be made thirty (30) days from receipt of the billing statement.

VI. RESERVATION CLAUSE

This does not constitute a binding contract or offer from the CGP. The submission of the market rates shall solely be used for market study, and shall not be considered a submission for bidding purposes. The CGP reserves the right to reject any and all quotations and proposals, without thereby incurring any liability.

Prepared by:



ALLENDRI B. ANGELES
Acting CENRO/BAWO
City Gov't Dept. Head II