

## 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 -

**ABQ DEVELOPMENT CORPORATION**, a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at #03 Kamagong St., Maybunga, Pasig City herein represented by **MA. TERESA C. INSON**, Authorized Representative, 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. **100-23-05-1356** for the **Lease of Privately-Owned Warehouse for the Use of OGS- Asset Management Division**;

**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 its Bids and Awards Committee ("BAC"), sent Requests for Quotations to at least three (3) potential lessors, and One (1) potential lessor responded;

**WHEREAS**, on 28 July 2023, 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 warehouse in 431 F. Legaspi St. Maybunga, 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 **Four Million Five Hundred Fifty Thousand Pesos (Php 4,550,000.00)**;

**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 from September 2023 to December 2023

**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 **ABQ DEVELOPMENT CORPORATION** 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 **Four Million Five Hundred Fifty Thousand Pesos (Php 4,550,000.00)** as follows:

3- month deposit	Php 1,950,000.00
September to December Rental	Php 2,600,000.00

**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 11 AUG 2023 day of \_\_\_\_\_, **2023** at **Pasig City**.

**CITY OF PASIG**

**ABQ DEVELOPMENT CORPORATION**

By:

By:

**HON. VICTOR MA REGIS N. SOTTO**  
City Mayor

*Inson*  
**MA. TERESA C. INSON**  
Authorized Representative

**WITNESSES:**

(Printed Name and Signature)

(Printed Name and Signature)

Funds Appropriated:

Funds Obligated:

*[Signature]*  
**MS. MARTINELLI A. SANTIAGO**  
OIC - City Budget Office

*[Signature]*  
**MS. JUVY A. CUENCO**  
City Accountant  
100 - 2023 - 06 - 0279 - 1061

Funds Available:

Recommending Approval:

*[Signature]*  
**MS. MARITA A. CALAJE**  
City Treasurer

*[Signature]*  
**RUTH F. ROMANO**  
City Gov't. Asst. Dept. Head II- GSO

**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 AUG 11 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
Ma. Teresa C. Inson	PSA # 5208-4164-0915-9630	3-23-2023

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. 409  
Page No. 53  
Book No. 70  
Series of 2023

ATTY. CARLOS C. 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 NO. VII-0030173  
TIN NO. 127-509-331-00000

**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of AUG 15 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. 422  
Page No. 56  
Book No. 71  
Series of 2023

ATTY. CARLOS C. 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 NO. VII-0030173  
TIN NO. 127-509-331-00000  
Page 5 of 5 | CONTRACT NO. 100428 05-1356 | AEN

CORPORATE SECRETARY'S CERTIFICATE

I, BEATRIZ B. EUSEBIO of legal age, Filipino, with residence address at #20 San Francisco St. Bo. Kapitolyo, Pasig City do hereby depose and say:

1. That I am the duly elected Corporate Secretary of ABQ DEVELOPMENT CORP., a domestic corporation duly organized and existing under the law of the Republic of the Philippines, with office address at #3 Kamagong St. Maybunga, Pasig City.
2. That a duly convened meeting of the Board of Directors held last June 6, 2023, where a quorum was present the following resolution were unanimously approved to wit:

"RESOLVED, further that MA. TERESA C. INSON is the authorized representative of the company ABQ DEVELOPMENT CORPORATION to do, execute and perform any and all acts necessary to participate and submit the bid for the project: LEASE OF PRIVATELY OWNED WAREHOUSE FOR THE USE OF OGS ASSET MANAGEMENT DIVISION-GENERAL SERVICE OFFICE.

JUL 07, 2023

In witness whereof we have hereunto signed this \_\_\_ day of \_\_\_ 2023 at Pasig City.

*Beatriz B. Eusebio*  
BEATRIZ B. EUSEBIO  
Corporate Secretary

SUBSCRIBED AND SWORN TO before me, this JUL 07, 2023 day of \_\_\_\_\_, in PASIG CITY by the above-named person who exhibited to me her TIN NO. 282-971-942

Doc No. 125  
Page No. 26  
Book No. 28  
Series of 2023

ATTY. CARLOS C. ARCSAMIS  
Notary Public - Pasig City  
Unit No. 1101, 1102  
ROLL NO. 43288  
IBP LIFETIME NO. 08352  
PTR NO. 981628  
APPOINTMENT NO. 25 (2022-2023)  
MCLE NO. Y11-0030173  
TIN NO. 127-509-931-00000





**REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION**


Date	26 July 2023
Project Title	Lease of Privately-Owned Warehouse for the Use of OGS- Asset Management Division
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
RFQ No.	100-23-05-1356
Approved Budget for the Contract	Five Million Three Hundred Eighty Seven Thousand Two Hundred Pesos (Php5,387,200.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than <b>28 July 2023, 1:45 PM</b> at the Bids and Awards Committee (BAC) through the Procurement Management Office (BAC Secretariat Office), <b>4<sup>th</sup> Floor</b> , 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 (RFQ No.); and 2. Name, address and contact details (telephone/cellphone number and email address) of the bidder.
Date, Time and Place of the Negotiation	28 July 2023, 2:00 PM, 7 <sup>th</sup> Floor, Meeting Room, Pasig City Hall
<b>NOTES</b>	<ol style="list-style-type: none"><li>1. Lessor shall submit their offer/quotation through their duly authorized representatives</li><li>2. Quotations submitted exceeding the Approved Budget for the Contract (ABC) shall be rejected.</li><li>3. The prices quoted are to be paid in Philippine Currency.</li><li>4. All prices quoted are subject to all Philippine Tax Statutes.</li><li>5. Award of contract shall be made to the lowest quotation which complies with the technical specifications and other terms and conditions stated herein.</li><li>6. 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.</li><li>7. 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.</li></ol>

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](mailto:bidsandawards@pasigcity.gov.ph)

Thank you.

  
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 Use of OGS- Asset Management Division under RFQ No. 100-23-05-1356	
<b>TECHNICAL SPECIFICATIONS/SCOPE OF WORK</b>	
<p><b>Lease of Warehouse</b> - LEASE OF WAREHOUSE BASIC REQUIREMENTS</p> <p><b>AREA REQUIREMENT</b> -At least 1000 sqms.,-2,600 sqms.</p> <p><b>AMOUNT OF RENT PER SQM.</b> -At most at Php296.00/sqm.</p> <p><b>LOCATION</b> -within Pasig City</p> <p><b>STRUCTURE OF WAREHOUSE</b> -concrete walls -steel trusses -smooth-finished or tiled flooring -steel roofing -entrance door with at least 6-meter vertical clearance</p> <p><b>SECURITY OF WAREHOUSE</b> -solo occupancy -Has its own main entrance and gate -Lessee can provide own security and locks -Provision for CCTV installation</p> <p><b>FUNCTIONALITY/FACILITY</b> -high ceiling with industrial exhaust -can accommodate unserviceable city-owned PPEs -provision for storage of serviceable PPEs, records and supplies -provision for at least THREE (3) offices at approximately 50 sqms. each -can accommodate at least FIVE 6-wheeler trucks -has ample parking space for 5-6 government-owned vehicles -has own meter for electricity and water</p> <p><b>NEIGHBORHOOD</b> -commercial area -accessible to public and private vehicles</p> <p><b>CONDITIONS FOR LEASE</b> -THREE (3) month advanced rent -THREE (3) month deposit -minimum Lease of THREE (3) years</p> <p><b>SCHEDULE OF PAYMENT</b> Year 1 (2023) Php 2,308,800.00 (3-month deposit) Php 3,078,400.00 (September-December Rental)</p>	



- 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.

Conforme:

\_\_\_\_\_  
Signature over printed Name : Position

Duly authorized to sign quotation/offer for and on behalf  
of \_\_\_\_\_ *(Please indicate name of company)*

OTHER REQUIREMENT/S -negotiable escalation rates per year	
Please refer to the attached Terms of Reference for other details and specifications.	
<b>FINANCIAL PROPOSAL</b>	
<b>Name of Project</b>	<b>Bid per Square Meter for the Lease of Real Property</b>
Lease of Privately Owned warehouse for the Use of OGS Asset Management Division- General Service Office under RFQ No. 100-23-05-1356	PhP _____ (Amount in Figures)  _____ _____ _____
	(Amount in words of Bid per Square Meter)
	<b>Grand Total Cost for the Lease of Property</b>
	PhP _____ (Amount in Figures)  _____ _____ _____
	(Amount in words of Grand Total Cost)

**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.



## ANNEX "B"

### TERMS OF REFERENCE LEASE OF WAREHOUSE

#### PROJECT RATIONALE

As mandated by existing laws, the Office of General Services-Asset Management Division (OGS-AMD) shall manage the assets of the City Government of Pasig, both movable and immovable. The issuance and return of PPEs is likewise closely monitored, hence properties that are returned or turned-over are kept, segregated and recorded for re-issue or disposal. In the same manner, the remaining value of scrap materials and condition of serviceable and unserviceable PPEs that were returned need to be preserved while in storage.

With the bulk of unserviceable PPEs intended for return by different offices and accountable officers, the space in the current warehouse with approximate floor area of about 250 sqm (more or less) can no longer accommodate additional items and equipment for the reason that said warehouse is also used by OGS as the point of acceptance and storage of delivered PPEs as procured. In addition, OGS-Records Management and Archives Division (RMAD) requires a safe storage for records prior its disposal and the Motor Pool Division needs an ample and secure area intended as parking space for vehicles. These whys and wherefores all the more strengthen this recourse.

Considering the limited storage facility of the City Government, OGS-AMD has apportioned in its budget for Calendar Year (CY) 2023, its plan to lease a warehouse. It is also strategic for OGS, to prepare for the transfer of offices to a temporary facility, and anticipate the demand for storage of serviceable and unserviceable PPEs, prior to disposition, as necessary. This direction will clearly transport the City to pragmatic and adamant processes in terms of safekeeping and storage of valuable properties.

#### PROJECT OBJECTIVES

The lease of warehouse aims to:

- provide a safe and secure storage area for both serviceable and unserviceable PPEs being returned to OGS-AMD;
- accommodate all requests for returns from the different offices and accountable officers, instantaneously;
- preserve the remaining value of PPEs in preparation for its disposition;
- manage and store records of RMAD; and
- accommodate Motor Pool vehicles for safe parking space.

#### TECHNICAL REQUIREMENTS OF REQUIRED WAREHOUSE

- Area should be at least 1000 sqms.
- Has own entrance gate
- Space for office set-up
- Well-ventilated
- Can accommodate at least six (6) vehicles inside
- Ample parking space for at least four (4) cars/SUVs or two (2) trucks
- Vertical clearance of at least 4 meters for entrance and exit of trucks
- With electricity and water supply
- Provision for CCTV Installation

*Certified Photocopy*

*[Signature]*  
CITY ENGINEER VINCENT L. RICAL  
Supervisor/Administrative Officer  
OGS-Asset Management Division