

CONTRACT AGREEMENT No. 2021-03-032

RENEWAL OF LEASE CONTRACT OF OFFICE SPACE FOR SEC ZAMBOANGA EXTENSION OFFICE

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Lease is made and entered into this ____ day of ____, 2021 at Pasay City, Philippines, by and between:

JULIE W. VICENTE, Filipino, of legal age, widow and with business address at San Jose Panigayan Street, Zamboanga City, Zamboanga Del Sur, Region IX, hereinafter referred to as the "**LESSOR**",

-and-

SECURITIES AND EXCHANGE COMMISSION, a government agency created and operating by virtue of the laws of the Republic of the Philippines with office address at the Secretariat Bldg., PICC Complex, Roxas Blvd., Pasay City, represented herein by its Human Resource and Administration Department (HRAD) OIC-Director, **ROMUALD C PADILLA**, who is duly authorized by virtue of SEC Resolution No. 270 series of 2019 marked as Annex "A", hereinafter referred to as the "**LESEEE**".

WITNESSETH that:

WHEREAS, pursuant to Section 53 of the Implementing Rules and Regulations of Republic Act No. 9184 ("**IRR**"), Negotiated Procurement is a method of procurement of goods, infrastructure projects and consulting services, whereby the procuring entity directly negotiates a contract with technically, legally and financially capable supplier, contractor or consultant;

WHEREAS, Lease of Real Property and Venue (Section 53.10) is among the cases enumerated in the IRR where Negotiated Procurement is allowed;

WHEREAS, Section 53.10 of the IRR provides that Lease of privately owned real property and venue for official use is subject to the Implementing Guidelines for Lease of Privately-Owned Real Estate and Venue;

WHEREAS, Government Procurement Policy Board (GPPB) Resolution No. 06-2018 introduced amendments to the Guidelines, to wit:

"Section V.D.9.(d) of Annex "H" of the 2016 IRR of RA 9184, **Renewal of Contract of Lease of Real Property** (New Provision)"

"i. Prior to the expiration of the lease contract, the end-user of the procuring entity must conduct a cost-benefit analysis of the lease. For instance, it must compare the rental rated charged by its lessor against other lessors in the area. It must also analyze whether entering into a new contract will be more expensive taking into consideration the cost of transfer and accessibility to the public. In assessing the existing lease, PEs are encouraged to consult relevant government agencies regarding any new policy or directive in the lease of real property.

Sumbl

ii. *If the results of the CBA, conducted by the end-user, continue to favor the existing lessor, then the Head of Procuring Entity (HOPE) may simply renew its lease contract. If it does not, then the PE should procure a new lease contract in accordance with Section 53.10 of the IRR of RA 9184 and these guidelines. For efficiency and economy, during the effectivity of the contract, or upon its renewal, the PE may consider the expansion or reduction of the space provided by the existing lessor, provided that the leased premises can accommodate the space requirements of the PE in case of expansion, based on the need of the PE and the best way which such need may be addressed and satisfied, subject to existing budgeting, accounting and auditing rules."*

M. Vicente

WHEREAS, it is within the mandate of the LESSEE to be the primary repository of all documents and records of all registered corporations and partnership;

WHEREAS, the LESSOR is the absolute owner of JV Realty Building with an office space with a total area of **Two Hundred Thirty-Five Point Three square meters (235.3 sqm)**, located at San Jose Panigayan Street, Zamboanga City, Zamboanga Del Sur, Region IX;

WHEREAS, the LESSOR has offered to lease to the LESSEE a portion of the ground floor and the whole third floor of the JV Realty Building, with a total area of **Two Hundred Thirty-Five Point Three square meters (235.3 sqm)** excess of which will be free of charge, hereinafter collectively referred to as the "Leased Premises"

Annika Toranzo

WHEREAS, the OIC-Director of SEC-Zamboanga Extension Office, conducted a cost-benefit analysis of available office spaces for lease in Zamboanga City, the result of which favors the LESSOR, and subsequently recommended the renewal of the lease contract to the Commission thru its Memorandum dated October 15, 2021;

WHEREAS, on November 12, 2021, the Commission En Banc, in its resolution from the Minutes of the Meeting held on November 9, 2021, resolved to approved the renewal of the Lease Contract with the LESSOR, for the SEC-Zamboanga Extension Office, under the same terms and conditions of the original contract;

WHEREAS, the LESSEE, is willing and able to lease out the said area to the LESSEE to serve as the latter's Zamboanga Extension Office;

WHEREAS, the LESSOR, is considered a qualified lessor under applicable laws and procedure for Negotiated Procurement;

NOW THEREFORE, for and in consideration of the foregoing, the parties hereto agree as follows:

PERIOD AND RENTAL FEE:

1. This Contract of Lease shall be for a period of one (1) year, effective on **November 1, 2021 and shall be end to October 31, 2022.**
2. That for the use and occupancy of the said area, the LESSEE shall pay monthly rental in the amount of **Thirty-Seven Thousand Six Hundred Ninety-Two Pesos (P 37,692.00)** inclusive of applicable taxes, e.g. Value Added Tax (VAT), payable without necessity of demand on or before the 15th of each month at the LESSOR's office. Payment shall be in the form of cash or check shall commence upon the signing of this Agreement.
3. That all other terms and conditions under the original lease contract shall remain in full force for the duration of renewed period stated herein.

SEPARABILITY CLAUSE

If any paragraph or part of this Contract is declared contrary to law, public policy or otherwise declared invalid, such shall not affect the other paragraphs, subparagraphs or part of this Renewal of Lease Contract.

IN WITNESS WHEREOF, parties herein affixed their signatures on the date and place above written.

LESSEE:


LESSOR:

SECURITIES AND EXCHANGE COMMISSION
T.I.N 000-190-308-000

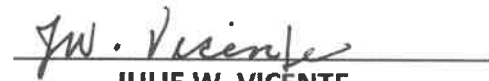
JULIE W. VICENTE
T.I.N. 425-451-283-000

Signing for and on behalf of the Chairperson
under SEC Office Order No. _____, Series of _____

By:



ROMUALD C. PADILLA
Officer-In-Charge




JULIE W. VICENTE
Owner

SEC - Human Resource and Administrative Department

SIGNED IN THE PRESENCE OF:



JESUS SALVADOR A. URO
End-user Representative



ANNILU V. TAMAYO
Witness

Certified on Availability of Funds:



DONDIE Q. ESGUERRA
Officer-In-Charge
Financial Management Department

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
City of Zamboanga)S.S.

BEFORE ME, a Notary Public for and in Zamboanga City, Philippines, this NOV 18 2021 day of _____, 2021 personally appeared:

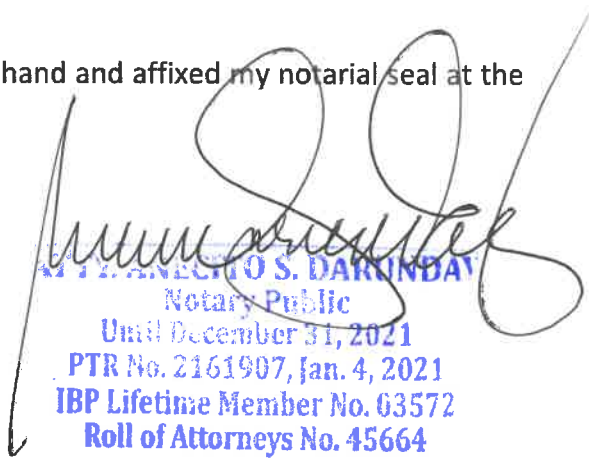
Name	Proof of Identity	Date and Place of Issue
JULIE WONG VICENTE	T.I.N.: 425-451-283-00	Zamboanga City

known to me and to me known to be the same person who executed the foregoing instrument and acknowledgement before me that the same is his free and voluntary act and deed as well as that of the entity represented.

Said instrument refers to Contract of Lease at the Zamboanga City, consisting of FIVE (5) pages, including this page signed by the parties and their witnesses on each and every page thereof and sealed with my notarial seal.

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

Doc. No. 428
Page No. 86;
Book No. 170;
Series of 2021


FRANCISCO S. DARINDAY
Notary Public
Until December 31, 2021
PTR No. 2161907, Jan. 4, 2021
IBP Lifetime Member No. 03572
Roll of Attorneys No. 45664

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

City of _____) S.S.

BEFORE ME, a Notary Public for and in Pasay City, Philippines this 24th day of Nov, 2021 personally appeared:

Name	Proof of Identity	Date and Place of Issue
ROMUALD C. PADILLA		

known to me and to me known to be the same person who executed the foregoing instrument and acknowledgement before me that the same is his free and voluntary act or deed as wells as that of the entity represented.

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Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2021

Jasmine Charo L. Calaycay-Atienza
Atty. JASMINE CHARO L. CALAYCAY-ATIENZA
Administering Officer
Asst. Commission Secretary
Securities and Exchange Commission
Republic of the Philippines