



## CONTRACT OF LEASE

**CIAP-BAC SEC**  
CERTIFIED TRUE COPY

### KNOW ALL MEN BY THESE PRESENTS:

This **CONTRACT OF LEASE** made and entered into and executed this MAY 23, 2022 date of \_\_\_\_\_ 2022 in the City of Makati, Philippines, by and between:

**CONSTRUCTION INDUSTRY AUTHORITY OF THE PHILIPPINES (CIAP)**, an attached agency of the Department of Trade and Industry (DTI) with Office at 369 Executive Building Center Sen. Gil Puyat Ave. cor. Makati Ave. Makati City, herein represented by its Executive Director-in-Charge, **DORIS U. GACHO**, and hereinafter referred to as the "**LESSEE**".

-and-

**PRINT DEPOT INC.**, a business entity duly registered under the laws of the Republic of the Philippines, with office address at 2<sup>nd</sup> Floor DAO I Building, 189 Salcedo St. Legaspi Village, Makati City, herein represented by its Senior Account Manager, **LAARNI M. VALENZONA** and hereinafter referred to as the "**LESSOR**";

Collectively referred to as the "**PARTIES**".

### WITNESSETH

**WHEREAS**, the **LESSEE** is in need of Lease, Supply, Delivery and Configuration of Laptops for official function of the Construction Industry Authority of the Philippine that will be for temporary use and replacement for existing office laptops and desktops that are lagging and with slow-performing processors that can no longer keep up with the efficiency requirements.

**WHEREAS**, the **LESSEE** invited Bids and has accepted a bid by the **LESSOR** for the Lease, Supply, Delivery and Configuration of Laptops for official function of the Construction Industry Authority of the Philippine and has accepted a Bid by the Supplier for the lease of equipment in the sum of **Five Hundred Eighty-Five Thousand Six Hundred Pesos (PhP 585,600.00)**, hereinafter as "the Contract Price".

**WHEREAS**, the **LESSOR** submitted and conformed all documentary requirements pursuant to Annex "H" Appendix A of Revised 2016 Revised IRR of Republic Act No. 9184 and based on the result of evaluation and checking of eligibility requirements of its bids were found to be responsive and within the approved budget.

**NOW, THEREFORE**, for and in consideration of the foregoing premises and of the terms and conditions hereinafter set forth, the parties hereto agree with one another as follows:

#### 1. **Terms of Lease**

The term of this lease shall good from the month of the issuance of the Notice to Proceed commencing on **DECEMBER 2022**, which can be extended on month-to-month basis, supported by a written Notice and Agreement between the **LESSEE** and the **LESSOR**, until a new lessor is procured.



## 2. Services

The **LESSOR** shall guarantee the **LESSEE** that all equipment, inclusive of all necessary accessories, are in good working condition and free from any damages prior to and throughout the duration of the lease contract. The **LESSEE**, for any observed and identified defects on the units, shall make a written report of the defect/s.

The **LESSOR** shall replace the defective unit/s for the normal tear and wear of the equipment except for damages that are due to fault, negligence, carelessness, loss or improper usage of the employee-assigned by the **LESSEE**. If caused by the **LESSEE**, it will be charged to the **LESSEE**'s account for the replacement of the unit/s with the same brand/model/physical condition. Likewise, the **LESSOR** shall conduct regular inspection and routine inspection and repair based on the schedule agreed with the **LESSOR**.

The preceding paragraph, notwithstanding, the **LESSEE** shall not be liable to replace or charged with the repair of a lost or damaged unit due to fortuitous event or force majeure, unless contributory negligence is attributable to the employees or agents of the **LESSEE**.

The **LESSEE** warrants that it has inspected the equipment delivered and confirms that they are in good working condition and free from any damages.

Upon expiry of the term, the **LESSOR** shall pullout the equipment within five (5) business days from expiry of this Contract, or by the end of the month-to-month renewal of this Contract, and the written notice from the **LESSEE** that the leased laptops are ready for pick-up.

## 3. Payment

The total rental amount for the duration of this Contract shall not exceed the Contract Price in the sum of **Five Hundred Eighty-Five Thousand Six Hundred Pesos (PhP 585,600.00)**, inclusive of all appropriate taxes and fees. This shall be paid by the **LESSEE** on a monthly basis based on the Billing Statement / Sales Invoice issued by the **LESSOR**.

## 4. Project Administrator

The **LESSEE** shall designate a coordinator from the Administrative, Financial and Management – Supply and Property Section who shall be responsible for the review, acceptance and approval of the detailed technical specifications of the **LESSOR**.

## 5. Ownership

The leased laptops are under the ownership of the **LESSOR**.





**6. Dispute Resolution**

Should there be any dispute related to the Services or the Contract, the same shall be submitted to mutual consultation, mediation and arbitration, in order of application. The venue of the proceedings shall be in Makati City.

In case of court suit, the venue shall be the courts of competent jurisdiction in Makati City, to the exclusion of all other courts.

Any amendment or additional terms and conditions must be in writing, signed and acknowledged by the Parties.

**7. ATTACHMENTS AND ANNEXES**

The following documents shall be deemed to form and be read and construed as part of this Contract, viz:

- (a) Signed and submitted Request for Quotation of the Lessor;
- (b) Conformed Technical Specifications by the Lessor;
- (c) Notice of Award; and
- (d) Notice to Proceed.

**IN WITNESS HEREOF**, the Parties have hereunto, signed this CONTRACT on the date and place above written.

**CONSTRUCTION INDUSTRY  
AUTHORITY OF THE PHILIPPINES**  
TIN: 000-446-607-000

**PRINT DEPOT INC.**  
TIN: 241-772-339-000

By:

**DORIS U. GACHO**  
Executive Director-in-Charge

By:

**LAARNI M. VALENZONA**  
Senior Account Manager

Signed in the presence of:

**RUFINO H. TIVIDAD**  
Chief Administrative Officer, AFMD

Certification of Funds Availability:

  

**JAYNIE A. VILLONES**  
Budget Officer III

  

**PERLITA M. RASING**  
Accountant III



**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)

\_\_\_\_\_ ) SS

MAKATI CITY

MAY 23 2022

Before me a notary public for and in \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_ 2022 personally appeared:

NAME	COMPETENT EVIDENCE OF IDENTITY	DATE & PLACE OF ISSUE	VALID UNTIL
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**DORIS U. GACHO**

**LAARNI M. VALENZONA**

Known to me to be the same persons who executed this Contract consisting of three (3) pages including this Acknowledgement, is written has been signed by the parties and their witnesses on each and every page thereof and they acknowledge the same to be their voluntary act and deed as well as the entities they respectively represent.

MAY 23 2022

**IN WITNESS WHEREOF**, hereunto sign my name and affix my notarial seal this \_\_\_\_ day of \_\_\_\_\_ 2022 in MAKATI CITY, Philippines.

**ATTY. GEORGE DAVID D. SITON**  
**NOTARY PUBLIC**

MAKATI CITY

ALF. NO. 15091 - RENTAL DEC. 31, 2025

ROLL NO. 69612 / NCIB CODE/REGISTRATION NO. NR-0010136/2-15-2022

1ST COUNCIL REPRESENTATIVE MEMBER MAY 5, 2017

PROF. BLDG. 1, 1ST FL., 6224-NORWATI CITY

EXECUTIVE BLDG. CENTER MAKATI AVE., COR. JUPITER ST., MAKATI CITY

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Series of 2022

