

CONTRACT OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Lease ("Contract") made and entered into this 1st day of January 2024 at Makati City, Philippines, by and between:

NATIONAL DEVELOPMENT COMPANY, a government-owned and controlled corporation, organized and existing pursuant to Presidential Decree No. 1648, as amended, with principal offices at NDC Building, 116 Tordesillas Street, Salcedo Village, Makati City, represented herein by its **ASSISTANT GENERAL MANAGER, ATTY. GENEFLOR L. SANTIAGO-LUMBANG**, hereinafter referred to as "**NDC**". Attached hereto as ANNEX "A" is a copy of the Corporate Secretary's Certificate showing the authority of AGM Santiago-Lumbang, to sign and enter into this Contract of Lease on behalf of NDC;

-and-

GOVERNANCE COMMISSION FOR GOVERNMENT-OWNED OR CONTROLLED CORPORATIONS, a central advisory, monitoring, and oversight body attached to the Office of the President of the Philippines, duly organized and existing pursuant to and by virtue of Republic Act No. 10149, with principal offices at 3/F BDO Towers Paseo (formerly Citibank Center), 8741 Paseo de Roxas Avenue, Makati City, represented herein by its **CHAIRPERSON, ATTY. MARIUS P. CORPUS**, hereinafter referred to as "**GCG**". Attached hereto as ANNEX "B" is a copy of the Commission Certificate showing the authority of Chairperson Corpus, to sign and enter into this Contract of Lease on behalf of GCG.

The **NDC** and the **GCG** are hereinafter collectively referred to as the "**PARTIES**".

ANTECEDENTS:

The NDC is the absolute and registered owner of a certain real property consisting of land and a building known as the "NDC Building" located at No. 116 Tordesillas Street, Salcedo Village, Makati City, Metro Manila, covered by Transfer Certificate of Title No. 125926 of the Registry of Deeds for Makati, MM IV;

The GCG is mandated to be the central advisory, monitoring, and oversight body attached to the Office of the President of the Philippines duly organized and existing pursuant to and by virtue of Republic Act No. 10149;

The GCG desires to lease a space on the Ground Floor of the NDC Building with an area of 33 square meters (sq.m.) and the NDC has agreed to the proposed lease;



The GCG has resorted to Negotiated Procurement for the Lease of Real Property pursuant to Section 53.10 of the 2016 Revised Implementing Rules and Regulations (IRR) of R.A. No. 9184, otherwise known as the Government Procurement Act;

ACCORDINGLY, for and in consideration of the foregoing premises, the PARTIES hereby agree as follows:

1. LEASED PREMISES

The NDC hereby leases unto the GCG on an “as-is-where-is basis”, and the GCG hereby accepts by way of lease from the NDC a space on the Ground Floor of the NDC Building with a total floor area of thirty three (33) square meters, more or less, and with all the specifications provided under the Terms of Reference (hereinafter attached as Annex “C”), hereinafter referred to as the “Leased Premises”.

2. TERM

The lease shall be effective for a period of one (1) year commencing on January 1, 2024, and terminating on December 31, 2024.

The lease may be renewed upon mutual agreement of the PARTIES, in writing; provided that the GCG notifies the NDC in writing of its intention to renew this Contract at least ninety days (90) days prior to the expiration of the same in accordance with R.A. No. 9184 and its IRR. The NDC shall, within thirty (30) days from receipt of such notice, inform the GCG in writing of its acceptance or non-acceptance of the proposed renewal. The terms and conditions of the renewed Contract of Lease, however, shall be subject to the mutual agreement of the PARTIES.

3. RENTAL

The GCG hereby agrees to pay the NDC a monthly rental of PESOS: ONE THOUSAND ONE HUNDRED AND 00/100 (₱1,100.00) per sq.m. for the leased space (the “Rental”), exclusive of applicable taxes such as Value Added Tax (VAT) and Documentary Stamp Tax (DST), which shall be for the account of the GCG. The GCG shall, however, withhold the legally mandated Creditable Withholding Tax (“CWT”) from its rental payment and shall provide the NDC the corresponding Certificate of CWT.

In addition to the rental, the GCG shall pay a monthly assessment fee of ₱30.00 per sq.m.

Otherwise put, the total monthly amount (“Monthly Amount”) to be remitted by the GCG to the NDC for the lease of the space is as follows:

Total Area/Rental (33 sq.m. @ ₱1,100.00/sq.m.)	₱ 36,300.00
Plus: 12% VAT	4,356.00
Assessment Dues (33 sq.m. @ ₱30.00/sq. m.)	990.00
Total (Monthly Amount)	₱ 41,646.00

The GCG shall pay the Monthly Amount to the NDC, within the first twenty (20) days after the period covered by the billing statement or statement of account. For this purpose, and pursuant to DBM Circular No. 2013-16 dated December 23, 2013, GCG shall adopt the Direct Payment Scheme via the bank debit system through the issuance of the List of Due payables due to the NDC.

Any unpaid rentals shall bear an interest of one percent (1%) per month from the date when the same should have been paid until such rental shall have been paid in full

by the GCG, without prejudice to the right of the NDC to terminate this Contract. Nonpayment by the GCG of at least two (2) months of rentals shall entitle the NDC to terminate this Contract without the need for any judicial action effective after thirty (30) days from the date of receipt by the GCG of a written notice from the NDC.

4. DEPOSIT

Upon execution of this Contract, the parties agree that in addition to the existing Deposit with the NDC in the amount of PESOS: THIRTY-THREE THOUSAND AND 00/100 (₱33,000.00), the GCG shall deliver to the NDC a cash deposit in the amount of PESOS: THREE THOUSAND THREE HUNDRED AND 00/100 (₱3,300.00), for a total deposit of PESOS: THIRTY-SIX THOUSAND THREE HUNDRED AND 00/100 (₱36,300.00).

The Deposit shall answer for any unpaid utility bill, monetary obligation under this contract, and/or any damage caused by the GCG to the Leased Premises, excluding the costs resulting from natural wear and tear. The Deposit or any balance thereof shall be returned to the GCG, without interest, within thirty (30) days after the expiration or termination of this contract, and after the GCG shall have completely vacated and surrendered the leased premises to the NDC without the need of any demand or request. The payment of deposit shall not relieve the GCG from paying the agreed monthly rental on their due dates, and all other fees and charges under this contract.

The Deposit shall also serve as liquidated damages if the GCG, in breach of this Contract, withdraws or terminates this lease. Should the GCG vacate the Leased premises without giving due notice, the deposit shall be forfeited in favor of NDC, without prejudice to the exercise by NDC of its other rights granted under this Contract.

5. PURPOSE

The Leased Premises shall be used by the GCG exclusively as storage space for GCG records. The GCG shall not use the Leased Premises for other purposes without the prior written consent of NDC, otherwise, the NDC shall have the right to: (a) terminate the lease pursuant to Section 26 hereof by reason of such breach of contract; (b) increase the rental; and/or (c) compel the GCG to stop the new activities therein. In addition, the NDC may exercise simultaneously or independently, any and all legal measure(s) as may be proper according to the circumstances.

6. ELECTRICITY, WATER, AND OTHER UTILITIES

The electric and water consumptions as registered in the electric and water meters provided in the Leased Premises shall be for the account of the NDC.

7. INSTALLATION AND IMPROVEMENTS

After obtaining the prior written consent and approval of the NDC, which consent shall not be unreasonably withheld or delayed, the GCG may be authorized to install or cause to be installed, at its own expense, such fixtures or installations and introduce such improvements, alterations or modifications in the Leased Premises as may be required by the business and for the comfort of the GCG, provided that the strength and general structure of the Leased Premises are not thereby impaired. Upon expiration or termination of this Contract, all fixtures, improvements, alterations, or modifications installed or introduced by the GCG in the Leased Premises which are of permanent character shall, without compensation to the GCG, become the property of the NDC. Such improvements, fixtures, alterations, or modifications shall be deemed of a permanent character if the removal thereof would cause major damage to the Leased Premises.

All installations, improvements, and fixtures now or hereinafter to be introduced by and at the expense of the GCG on the Leased Premises, which are not of a permanent character, or those which can be removed without causing major damage to the Leased Premises, such as but not limited to wooden/metal/cloth partitions, stand-by portable generator, package type air conditioning units, machinery, furniture, equipment, and other similar improvements/installation, shall continue to be the property of the GCG even after the termination or expiration of this Contract and may be removed therefrom by the GCG without costs or compensation of any kind to the NDC. The GCG shall, however, endeavor to take the necessary steps to prevent damage to the Leased Premises when removing the said improvements, installations, or fixtures from the Leased Premises.

8. OTHER AMENITIES

The NDC, on a best-effort basis, shall provide the Leased Premises continuous water supply. In the event of supply interruptions or acute water shortages, the NDC shall endeavor to provide sufficient water as may be needed for reasons of health and sanitation. This provision shall, however, not apply when the water supply interruption was due to the GCG's, its officers' and employees', and/or guests', acts or negligence.

The NDC shall allow the GCG free use of the Conference Room and common lounge, located at the Penthouse of the Building, on a pre-arranged basis, during regular office hours.

9. MAINTENANCE OF LEASED PREMISES

The GCG shall, at its own expense: (1) maintain the Leased Premises in a clean and sanitary condition, free from obnoxious odors, disturbing noises, or other nuisances; (2) provide the Leased Premises with receptacles as may be required by applicable law, ordinance, and regulations, to hold and contain waste matter, garbage and refuse, and deposit them at places suitable therefore and upon expiration of this Contract, shall surrender the Leased Premises in a good condition and tenantable condition as they were at the beginning of this Contract, ordinary wear and tear excepted, to include the permanent improvements as specified under Section 7. The GCG shall comply with all national and local laws, ordinances, and applicable rules and regulations on the use and occupancy of the Leased Premises.

The NDC, shall, for its own account, and on a best-effort basis, keep and maintain all electrical and mechanical equipment such as air conditioners, elevators, water pumps, and generators in good working condition at all times; meet all city and national fire and safety code requirements; and provide for termite/pest control (insects and rodents) and fumigation services for the Leased Premises.

10. REPAIRS OF THE LEASED PREMISES

The GCG shall keep the Leased Premises and appurtenances thereto in good condition, and bear the costs for repairs of the following caused by ordinary wear and tear:

- Lighting fixtures, switches, plate covers, convenience and floor outlets, etc. inside Leased Premises.
- Circuit breakers if due to office expansion/increase in demand requirement.
- Telephone wires in case of existing telephone(s) need to be relocated.
- Electrical wires in case of damage/need to be replaced or due to office expansion/increase in demand requirement.
- Hardware (lock set, door closer, barrel bolts, etc.) damaged/needed to be replaced.

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Any major structure repair or alteration shall be at the NDC's expense unless when required by the GCG to suit its special requirements.

The GCG, after due notice, shall allow the NDC or its authorized representatives to enter the Leased Premises at reasonable hours to inspect the same, or for any purpose which the NDC may deem necessary for the maintenance or preservation of the Leased Premises. The NDC shall not be liable for any loss, interruption, damage, or inconvenience suffered by the GCG on account of such repairs or works that the NDC may order to be undertaken in the Leased Premises unless the same is attributable to the fault or negligence of the NDC, its employees, contractors or agents.

During the last three (3) months of the term of the lease, the GCG shall likewise allow the NDC or its authorized representative(s) to enter the Leased Premises upon prior written notice and during normal business hours to show the Leased Premises to prospective tenants.

11. DAMAGE TO LEASED PREMISES

In case of damage to the Leased Premises caused by fire, earthquake, war, or any other fortuitous event, the GCG shall give immediate notice thereof to the NDC. If the Leased Premises shall be damaged by fire or other fortuitous events, without the fault or negligence of the GCG or its agents, employees, or visitors, the damage shall be repaired at the expense of the NDC as soon as possible after such notice. The GCG shall not be compensated by the NDC by reason of any inconvenience, annoyance, or injury to the GCG's business arising out of the necessity of repairing any portion of the Leased Premises unless caused by the fault or negligence of the NDC, its employees, contractors or agents.

Should the damaged portion on a per floor basis, exceed ten percent (10%) of the Leased Premises, said damaged portion shall be exempt from rental charges while being repaired. In the event that the resulting damage to the Leased Premises due to the foregoing events, not caused by the fault or negligence of the GCG, renders the Leased Premises unfit for the purpose of this lease for a period of three (3) or more months, the NDC or the GCG may request the termination of this Contract.

12. LIABILITY FOR DAMAGES TO PERSONS OR PROPERTY

The GCG hereby assumes responsibility for injury or damage caused to the person or property of third persons, including those of its own employees, agents, or clients, while in any part of the Leased Premises due to reasons not attributable to the fault or gross negligence of NDC and its employees.

NDC and its officers and employees shall be held free and harmless from any and all civil and criminal liabilities and from any and all legal, administrative, judicial, and extrajudicial claims, demands, suits, or actions by third parties and entities, whether natural or juridical, and by any and all concerned Local and National Government Agencies arising from acts caused by, or due to the conduct of the GCG, its employees, agents and or visitors.

13. TAXES AND ASSESSMENTS

The NDC shall bear the costs of taxes, excluding applicable Value Added Taxes (VAT), Documentary Stamp Tax (DST), and assessments on the Leased Premises.

However, the GCG shall pay all other assessments, including real estate taxes and other special or local assessments levied against the Leased Premises by reason of improvements made by or at the instance of the GCG, on the Leased Premises.

14. INSURANCE

During the effectivity of this Contract, the NDC shall, for its own account, insure the building against loss or damage by fire or earthquake to the extent of the full insurable value thereof, and the insurance policy shall be taken in the NDC's name. The GCG, shall likewise, for its own account, procure and maintain its own insurance on personal properties, fixtures, and other movable properties that the GCG brings into or introduces into the Leased Premises

15. JANITORIAL AND SECURITY SERVICES

The GCG shall provide, for its own account, janitorial services for the Leased Premises. The NDC, at its own expense, shall provide security guards to be posted at all entrance and exit points of the building, to protect and secure the entire building including the parking area on a twenty-four (24) hour basis. However, the NDC shall not be liable for any loss, damage, or injury suffered by the GCG resulting from any theft, robbery, or any other crimes committed within the Leased Premises, unless the same is caused by the fault or gross negligence of the NDC's employees, agents or contracted personnel while during and within the period they were authorized by the NDC in writing to enter the Leased Premises, otherwise, the guilty person shall be directly responsible and accountable to the GCG. The GCG, at its own expense, shall provide its own security guards to protect and secure the Leased Premises. For mutual benefit, the NDC and the GCG shall instruct their respective security guards to coordinate their activities and efforts in the performance of their duties.

For added security, no packages, furniture, equipment, and other movable objects shall be allowed to be taken out of the Leased Premises unless covered with official and appropriate passes issued by the GCG. Incoming packages, furniture, equipment, etc. are likewise subject to scrutiny and inspection.

16. PROHIBITION

The GCG, its officers, employees, or agents shall not bring into or store in the Leased Premises anything of a highly inflammable nature or explosive materials, nor install therein any apparatus, machinery, or equipment which may cause tremors or expose the Leased Premises to fire or increase the fire hazard of the Leased Premises, or any other article which the NDC may reasonably prohibit; it is understood that should the GCG do so, it shall be responsible for all damages caused to NDC.

The GCG, its officers, employees, or agents shall not bring into, store, deposit, or keep any illegal drugs, weapons, or any article prohibited by law in the Leased Premises. NDC shall not be held liable for any liability, directly or indirectly, to any person, entity, or even to the GCG should any legal action be brought about because of the storage, deposit, or keeping of any of the items and goods mentioned in this Contract.

NDC shall, in addition to other remedies, have the right to immediately terminate this Contract upon the discovery of any article covered by the prohibition in this Section. Such termination is effective upon notice to the GCG.

17. HEAVY MACHINERY AND EQUIPMENT

The GCG shall not, without the prior written consent of the NDC which consent shall not be unreasonably withheld, place in the Leased Premises any heavy machinery,

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equipment or article or otherwise move any safe, heavy equipment or machinery, freight, bulky matter, furniture or fixture into or out of the Leased Premises. The NDC shall, for reasons of safety or security, have the right to designate the position or location of a heavy object being placed within the Leased Premises.

18. SIGNS AND ADVERTISEMENTS

Except for the name of the GCG or signs or markings needed to identify the Leased Premises, the GCG shall not affix, inscribe, or paint any notice, sign, or other advertising media on any part of the Leased Premises unless prior written permission from the NDC is obtained, and only of such size, color, and style as the latter may determine. Provided further, any and all permits required and/or fees imposed by the duly constituted local and/or national authority arising from such signs be the direct and sole responsibility and/or liability of the GCG.

19. RULES AND REGULATIONS

The GCG shall comply with any and all existing rules and safety regulations that may be promulgated from time to time by the NDC and with all the rules, regulations, and ordinances issued by the local and national authorities regarding the use and occupancy of the Leased Premises. The GCG shall also comply with all existing rules and regulations of the Makati Commercial Estate Association (MACEA) with respect to the use and occupancy of the Leased Premises, including subsequent amendments, modifications, and/or additions thereto.

20. INDEMNITY

The GCG shall indemnify and hold the NDC free and harmless against all actions, suits, damages, and claims which may be brought or made by reason of the non-observance or non-performance by the GCG of the terms and conditions of this Contract or of the rules, regulations, ordinances or laws relative to the use and occupancy of the Leased Premises.

21. ASSIGNMENT AND SUBLEASE

It is hereby understood that the assignment of this Contract and sublease of the Leased Premises are strictly prohibited.

22. RESPONSIBILITY OF GCG

The GCG shall be responsible at all times for acts done by its representatives or employees and other persons who have been authorized by the GCG to enter the Leased Premises insofar as the enforcement of the GCG's covenants and undertakings under this Contract is concerned. Any damage or injury to the Leased Premises due to the fault of the GCG, its agents, employees, or other third persons who may gain access to the Leased Premises upon the authorization of the GCG, shall be repaired promptly by the GCG at its own expense without prejudice to the NDC's right to have the same repaired for the account of the GCG and to avail of other remedies.

23. PEACEFUL POSSESSION

The GCG shall peaceably hold and enjoy the Leased Premises without any interruption by NDC or any person rightfully claiming under or in trust for the NDC, provided, however, that disturbance or discontinuance of the peaceful possession of the Leased Premises by the GCG for causes not attributable to the GCG or the NDC, will entitle the GCG to the following:

Should the area of the Leased Premises withheld from the possession and enjoyment of the GCG exceed ten percent (10%) of the Leased Premises, said portion excluded from enjoyment and possession shall be exempt from rental charges for the duration of the disturbance or discontinuance of peaceful possession. In the event that the resulting discontinuance of peaceful possession, not caused by the fault or negligence of the GCG, renders the Leased Premises unfit for the purpose of this lease for a period of three (3) months or more, then, the GCG may ask that this Contract be terminated.

24. SURRENDER OF LEASED PREMISES

The GCG shall, at the expiration or termination of this Contract, promptly deliver the Leased Premises to the NDC in good and tenantable condition, reasonable wear and tear excepted, devoid of any occupants, furniture, articles, and effects of any kind except permanent improvements defined in Section 7 of this Contract.

25. SALE OR TRANSFER OF LEASED PREMISES

NDC has the right to sell the Leased Premises at any time before the expiration of this Contract, provided that the new owners shall be required to respect the terms and conditions of the lease.

The Contract shall, however, be terminated if the Leased Premises are to be acquired by, or transferred from NDC to, the National Government or any of its units, offices, or instrumentalities, or to a Local Government Unit (LGU) for a public purpose, provided that GCG shall be given written notice at least thirty (30) days before the date of termination. GCG shall unconditionally release NDC from any liability arising from or relating to such acquisition or transfer.

26. BREACH OR DEFAULT

Any breach or default of the terms and conditions of this Contract which is uncorrected or not remedied by the defaulting party within thirty (30) days from written notice by the aggrieved party shall entitle the aggrieved party to terminate this Contract. The defaulting party shall be liable to the aggrieved party for any and all damages, actual and consequential, resulting from such default or termination.

In the event of breach or default of the terms and conditions of this Contract by the GCG, and the GCG fails to remedy the same within thirty (30) days from the date of receipt of such notice of breach or default, the NDC shall have the right to eject the GCG, enter and take possession of the Leased Premises without the need of any judicial action, and re-let the same to new tenants.

27. NDC'S LIEN

In case the GCG has an outstanding obligation under this Contract despite NDC's written demand, NDC as well as its employees, agents, and representatives, are hereby granted the right and authority, without incurring civil or criminal liability of any kind, to prevent the GCG and its officers, employees, agents, and representatives, whether by force or otherwise, from taking out any furniture, fixtures, machinery, equipment, etc. from the Leased Premises.

28. PRE-TERMINATION OF LEASE

There shall be no pre-termination of this Contract except as provided in Sections 16, 23, 26, and 32 (c) hereof.

29. NON-WAIVER OF RIGHTS AND REMEDIES

The failure of either Party to insist upon strict performance of any of the terms, conditions, and covenants hereof shall not be deemed as relinquishment or waiver of any right or remedy that either Party may have, nor shall it be construed as a waiver of any subsequent breach or default of the terms, conditions, and covenants hereof, which terms, conditions and covenants shall continue to be in full force and effect. All remedies of either Party shall be cumulative. No waiver by either Party or any of its rights under this Contract shall be deemed to have been made unless expressed in writing and signed by their authorized representatives.

30. GOVERNING LAW AND DATA PRIVACY

The PARTIES herein shall abide by the restrictions and requirements of R.A. No. 10173 or the Data Privacy Act of 2012 and any other applicable laws, rules, or regulations on acquiring and/or processing any information that may be required in the course of, or as a result of, this Contract.

In the event that either Party encounters a breach of personal or sensitive personal information which it acquired due to this Contract, said Party shall immediately notify the other Party of the same. The NDC reserves its right to apply security measures to minimize the impact of the breach and report the same to the National Privacy Commission (NPC) for appropriate action.

31. SETTLEMENT OF DISPUTES

The parties shall in good faith endeavor to reach an amicable settlement of all differences of opinion or disputes which may arise between them arising out of or in connection with this Contract.

In the event that the parties are unable to reach an amicable settlement within a period of one (1) month from a written notice by one party to the other specifying the nature of the claim or dispute, and seeking an amicable settlement, all claims and disputes shall be settled in accordance with the provision of Section 66, 67, 68, 69, 70 and 71, Chapter 14, Book IV, Title III of the Administrative Code of 1987 (Executive Order No. 292) and Uniform Rules on Dispute Resolution for Government Agencies and Instrumentalities, and Government-Owned or Controlled Corporations issued by the Department of Justice, in relation to Presidential Decree No. 242 (Prescribing the Procedure for the Administrative Settlement of Claims and Controversies Between or Among Government Offices, Agencies and Instrumentalities, including Government-Owned and Controlled Corporations, and for Other Purposes), as amended.

32. OTHER TERMS AND CONDITIONS

- a) The NDC or its duly authorized representatives may inspect the Leased Premises during business hours upon prior arrangements with the GCG.
- b) Any written amendment to this Contract duly approved and signed by the authorized officers of both entities shall be considered as part of this Contract and shall remain valid and binding until properly rescinded by both parties.
- c) The NDC may terminate this Contract and eject the GCG for failure or refusal of the latter to pay the rentals agreed upon during the period stipulated in this Contract or for violation of any of the terms and conditions of this Contract, without prejudice to other remedies of a breach the NDC may avail.



- d) Payment of the sums due hereunder shall be subject to existing government accounting and auditing rules and regulations.
- e) This Contract shall be effective and be binding upon the PARTIES, their successors, and assigns immediately upon signing hereof.
- f) Any legal action or proceeding arising from or in connection with this Contract, and all its related instruments, shall be settled through arbitration pursuant to the relevant provisions of PD 242.
- g) Should any of the terms and conditions or any part or clause of this Contract be declared void or unenforceable by the competent authority, the same shall not invalidate the other terms and conditions, parts, or clauses of this Contract, which shall continue to be in full force and effect.

IN WITNESS WHEREOF, the PARTIES have signed this Contract of Lease on the date and at the place first above written.

NATIONAL DEVELOPMENT COMPANY

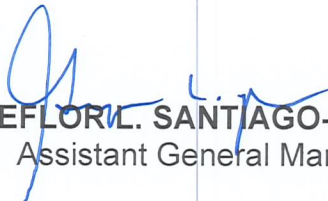
**GOVERNANCE COMMISSION
FOR GOVERNMENT-OWNED OR -
CONTROLLED CORPORATIONS**

(NDC)

(GCG)

By:

By:


GENEFLOR L. SANTIAGO-LUMBANG
Assistant General Manager

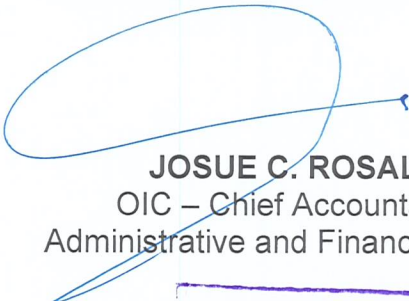

MARIUS P. CORPUS
Chairperson

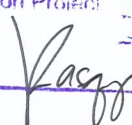
SIGNED IN THE PRESENCE OF


MARIE GENE CECILLE B. UMALI
Witness


JAYPEE O. ABESAMIS
Witness

CERTIFIED FUNDS AVAILABLE:


JOSUE C. ROSAL
OIC – Chief Accountant
Administrative and Finance Office

GOVERNANCE COMMISSION FOR GOCCs	
ALLOTTED	
R.A. No. 11975	SARO #
Fund Available <input checked="" type="checkbox"/>	Special () Trust ()
Function Project: 100010001	5029905001 - Rent - Office Space
	

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the above jurisdiction, the following personally appeared and presented their government-issued identification cards bearing photograph and signature:

<u>NAME</u>	<u>GOVERNMENT I.D. & DATE OF EXPIRATION</u>
GENEFLO L. SANTIAGO-LUMBANG	Driver's License N25-14-004893/Valid until January 9, 2032
MARIUS P. CORPUS	Driver's License No. X01-81-000654/Valid until _____

During such appearance, they declared to me (1) that they voluntarily affixed their signatures on the foregoing instrument for the purposes stated therein; (2) that they executed the instrument as their free and voluntary act and deed; and (3) that they have full authority to sign the instrument.

APR 12 2024

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

Doc. No. 63 ;
Book No. 14 ;
Page No. 13 ;
Series of 2024.

ATTY. JOEL FERRER FLORES
Notary Public for Makati City
Until December 31, 2024
Appointment No. M-115(2023-2024)
Roll Of Attorney No. 77376
MCLE Compliance VIII No. 0001393
Jan. 3, 2023 until Apr. 12, 2028
PTR NO. 10073945/Jan. 2, 2024/Makati City
IBP No. 330740/Jan. 2, 2024/Pasig City
1107 Bataan St., Guadalupe Nuevo, Makati City

SECRETARY'S CERTIFICATE

I, **RHOEL Z. MABAZZA**, being the incumbent Corporate Secretary of the National Development Company (NDC), a government-owned and controlled corporation duly organized and existing pursuant to Presidential Decree No. 1648, as amended, with principal office at NDC Building, 116 Tordesillas Street, Salcedo Village, Makati City, hereby certify that:

1. Based on the updated NDC Manual of Approvals, the approving authorities for leasing in/leasing out are as follows:

Part III. ASSET MANAGEMENT

ITEMS/LIMITS OF AUTHORITY	APPROVING AUTHORITY
A. LEASE IN / LEASE OUT	
1. REAL PROPERTY	
xxx	
1.3 Short term (less than 5 years)	
xxx	
b. Up to ₱500,000.00	Assistant General Manager

2. I also certify that the following are incumbent to the position of Assistant General Manager:

- a. Saturnino H. Mejia
- b. Alewijn Aidan K. Ong
- c. Leopoldo John F. Acot
- d. Rhoel Z. Mabazza
- e. Geneflor L. Santiago-Lumbang
- f. Joyce Anne N. Alimon

IN WITNESS WHEREOF, I have hereunto affixed my signature this 1st day of March 2024 at Makati City.

RHOEL Z. MABAZZA
Corporate Secretary

MAR 05 2024

SUBSCRIBED AND SWORN to before me this ___ day of March 2024 at Makati City affiant exhibiting to me his UMID No. CRN-006-0009-3551-9.

Doc No. 324 :
Page No. 146 :
Book No. 46 :
Series of 2024.

ATTY. JOEL FERRER FLORES

Notary Public for Makati City

Until December 31, 2024

Appointment No. M-115(2023-2024)

Roll of Attorney No. 77376

MCLE Compliance VII No. 0001393

Jan. 3, 2023 until Apr. 12, 2023

PTR No. 10073945/ Jan. 2, 2024/ Makati City

IBP No. 330740/ Jan. 2, 2024/ Pasig City

1107 Bataan St., Guadalupe Nuevo, Makati City

NDC Building, 116 Tordesillas St., Salcedo Village, Makati City, Philippines, 1227

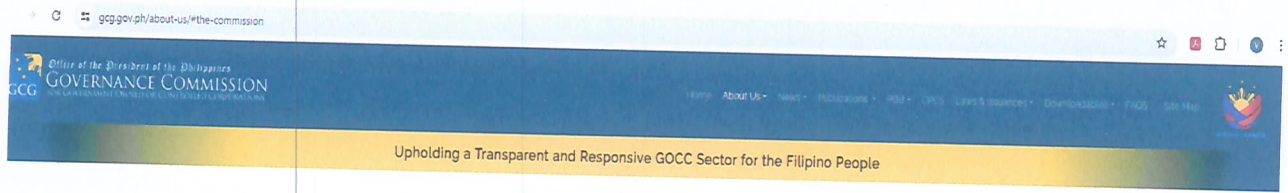
T: (632) 8840-4838 to 62 / F: (632) 8840-4862 / email: info@ndc.gov.ph

Website: www.ndc.gov.ph



ISO 9001 Certified

Annex "B"



THE COMMISSION



Atty. Marius P. Corpus
Chairperson



Atty. Brian Keith F. Hosaka
Commissioner



Atty. Geraldine Marie Berberabe-Martinez
Commissioner

DIRECTORY OF KEY OFFICIALS



REQUEST FOR QUOTATION

PURCHASE REQUEST NO. _____

CANVASS PERIOD: _____

Name of Company: **NATIONAL DEVELOPMENT COMPANY**

Address: **NDC Bldg., 116 Tordesillas Street, Salcedo Village, Makati City**

Telephone Number: **88401336; 88404838 Local 268**

Tax ID Number (TIN): **000-164-120-000**

PhilGEPS Registration Number: **316276 (old); 1973 (new)**

The Governance Commission for GOCCs (GCG) formally requests a corporate proposal/quotation for the procurement to lease one (1) lot storage space for GCG documents covering the period 01 January 2024 to 31 December 2024.

Pursuant to the procedures for Lease of Privately-Owned Real Property and Venue under Annex "H" of the 2016 Revised Implementing Rules and Regulations of Republic Act No, 9184, prospective suppliers will need to submit a sealed physical submission at the GCG Office, 3rd Floor, BDO Towers Paseo (Formerly Citi Center Building), Paseo de Roxas Cor. Villar St, Makati City before the deadline of 09 October 2023, 10:00am.

Physical submissions must be labeled and addressed:

ATTENTION:	The Bids and Awards Committee, GCG
RE:	Submission for the Procurement of ONE (1) LOT STORAGE SPACE FOR GCG DOCUMENTS COVERING THE PERIOD 01 JANUARY 2024 TO 31 DECEMBER 2024.

THE SUBMISSION MUST LIKEWISE CONTAIN THE FOLLOWING DOCUMENTARY REQUIREMENTS:

1. Supplier's/Service Provider's 2023 Mayor's/Business Permit;
2. PhilGEPS Certificate of Registration or Registration Number;
- 3.

IF THE SUPPLIER/SERVICE PROVIDER IS:	DOCUMENTARY REQUIREMENT
a.) A Corporation	a.1.) Securities and Exchange Commission (SEC) Certificate

"Upholding a Transparent and Responsive GOCC Sector for the Filipino People"

		<p>and,</p> <p>a.2.) Notarized Secretary's Certificate granting full power and authority for the designated person to do, execute and perform any and all acts necessary <u>to participate, submit the bid,</u> and <u>to sign and execute the ensuing contract</u> for the prospective supplier/service provider;</p>
b.) A Sole Proprietorship		<p>b.1.) Department of Trade and Industry (DTI) Certificate;</p> <p>and,</p> <p>b.2.) <u>if the authorized representative is not the proprietor himself/herself,</u></p> <p>Notarized Special Power of Attorney (SPA), granting full power and authority for the same to do, execute and perform any and all acts necessary <u>to participate, submit the bid,</u> and <u>to sign and execute the ensuing contract</u> for the prospective supplier/service provider,</p>
c.) A Partnership		<p>c.1.) SEC Registration of partnership;</p> <p>and;</p> <p>c.2) Notarized partnership resolution granting full power and authority for the designated person to do, execute and perform any and all acts necessary <u>to participate, submit the bid,</u> and <u>to sign and execute the ensuing contract</u> for the prospective supplier/service provider</p>

4. **If applicable,** documentation **from prospective foreign service providers/suppliers** as required in accordance with item 4.0, Appendix 9 of the 2016 Revised Implementing Rules and Regulations of Republic Act no. 9184.

Failure to submit **ALL** of the required documents with the **Signed Quotation Form before the deadline on 09 October 2023, 10:00am** renders the submission, **NON-COMPLIANT.**

For further inquiries, you may reach us at 5328-2030 / 5318-1000 loc. 433 or send an email to: ims@gcg.gov.ph.

Thank you



QUOTATION FORM

INSTRUCTIONS

- 1.) Accomplish this Quotation Form Correctly and Accurately
- 2.) Do not alter the contents of this form in any way.
- 3.) All technical specifications are mandatory. Failure to comply with any of the mandatory requirements will render the quotation, non-compliant.
- 4.) In cases involving a tie among bidders, the procuring entity will bring the concerned service providers/suppliers to agree on a method to break the tie which shall be non-discretionary/non-discriminatory and is similarly based on sheer luck or chance.
- 5.) Failure to follow these instructions will disqualify your entire quotation.

AFTER HAVING CAREFULLY READ AND ACCEPTED THE TERMS AND CONDITIONS, I/WE SUBMIT OUR QUOTATION/S FOR THE ITEMS AS FOLLOWS:

LEASE OF ONE (1) LOT STORAGE SPACE FOR GCG DOCUMENTS COVERING THE PERIOD 01 JANUARY 2024 TO 31 DECEMBER 2024.			
(PERIOD OF CANVASS: 02 TO 09 OCTOBER 2023)			
Technical Specifications	Yes	No	Comments
STORAGE SPACE REQUIREMENTS			
1. Must have a total of at least 30 square meter area.	✓		33 SQ.M TO BE EXACT
2. Must be located within 5 km. radius from the GCG office.	✓		
3. Must be secured, gated, guarded compound and flood-free area.	✓		
4. Must have a dedicated loading and unloading area or parking space/s for service vehicles.	✓		
5. Must have lights, ventilation, and cooling/exhaust fan in the entire facility.	✓		
6. Must have twenty-four/seven (24/7) storage access hours without extra charge and appointment needed	✓		
7. Must have back-up power generator.	✓		
SAFETY AND SECURITY REQUIREMENTS			
Must be secured by guards twenty-four/seven (24/7).	✓		

Must be equipped with twenty-four/seven (24/7) CCTV cameras.	✓		
Must have Fire Protection System which includes enough fire extinguishers, automatic fire alarm system or smoke detector/s within the facility.	✓		
Must have regular pest control.	✓		
Must have adequate insurance for the facility, including all the boxes and their content stored therein, such as against fire and theft for the duration of the contract.	✓		INSURANCE FOR THE FACILITY ONLY; CONTENT STORED THEREIN FOR THE ACCOUNT OF GCG
Must always keep all the documents, records and files placed under its care secure and confidential. For this purpose, no storage boxes shall be opened, inspected, or tampered with in any form by the service provider without the written consent of GCG.	✓		
SERVICE LEVEL AGREEMENT			
Information or rights acquired and obtained from the GCG, including but not limited to any and all obligations prior to the termination or expiration hereof and provisions on confidentiality and proprietary rights, will remain in effect after termination of the services rendered to the GCG. Hence, the undertaking of the bidder not to disclose and to keep information confidential shall subsist even after the expiration or termination of its obligation to the GCG nor can the bidder, at any time, disclose items mentioned or enumerated in Section or any information it acquires by virtue of the contract which the GCG deems confidential.	✓		
Records, documents, reports, and relevant data, such as diagrams, plans, designs, estimates, specifications, and other supporting records of materials compiled and prepared in the courses of the performance of the services shall be absolute properties of GCG and shall not be used by the bidder for purposes not related to this agreement without prior written approval of GCG. Copies of such documents as required in this TOR shall be turned over to GCG upon completion of the project except that the bidder shall have the right to retain a copy of the same	✓		

Terms of Payment:

Pursuant to DBM Circular No. 2013-16 dated 23 Dec. 2013, the Procuring Entity (GCG) has adopted the Direct Payment Scheme (DPS) via bank debit system through the issuance of the List of Due payables due to creditors/payees.

Section 5.9.2 of the DBM Circular states, "bank charges shall be borne/paid by the creditor/payee concerned if their account is not maintained at Landbank"

Supplier's/Service Provider's Bank Details:

Banking Institution: Land Bank of the Philippines
Account Number: Current Account No. 0052-1020-57
Account Name: National Development Company
Branch: Buendia Branch

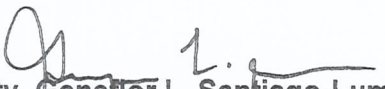
FINANCIAL OFFER:

Please indicate your best offer for the item below. Please do not leave any item, blank. Quotation should be inclusive of Value Added Tax (VAT, if applicable).

TOTAL APPROVED BUDGET FOR THE CONTRACT (ABC)		TOTAL OFFERED QUOTATION [INCLUSIVE OF VAT, ADMIN FEE, ONE (1) MONTH REFUNDABLE SECURITY DEPOSIT AND OTHER FEES/CHARGES]
Total Area/Rental (33 sq.m. @ ₱1,100.00/sq.m.)	₱ 36,300.00	In Words: <u>FIVE HUNDRED THIRTY-SIX THOUSAND FIFTY-TWO PESOS ONLY</u> In Figures: <u>₱ 536,052.00</u>
Plus: 12% VAT	4,356.00	
Assessment Dues (33 sq.m. @ ₱30.00/sq. m.)	990.00	
Total (Monthly Amount)	₱ 41,646.00	
x 12 months	₱ 499,752.00	
1-Month Refundable Security Deposit	₱ 36,300.00	
Total Approved Budget for the Contract	₱ 536,052.00	

TERMS AND CONDITIONS:

1. Bidders shall provide correct and accurate information required in this form.
2. Price quotation/s must be valid for a period of thirty (30) calendar days from the date of submission.
3. Price quotation/s, to be denominated in Philippine peso shall include all taxes, duties, and/or levies payable.
4. Quotations exceeding the Approved Budget for the Contract shall be rejected.
5. Award of contract shall be made to the lowest quotation (for goods and infrastructure) or, the highest rated offer (for consulting services) which complies with the specified technical specifications and other terms and conditions stated herein.
6. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by you or any of your duly authorized representative/s.
7. The item/s shall be delivered according to the requirements specified in the Technical Specifications.
8. The GCG shall have the right to inspect and/or to test the goods to confirm their conformity to the technical specifications.
9. Payment shall be made after delivery and upon the submission of the required supporting documents, i.e, Order Slip and/or Billing statement, by the supplier, contractor or consultant. Our Government Servicing Bank, i.e, the Land Bank of the Philippines, shall credit the amount due to the identified bank account of the supplier, contractor or consultant not earlier than twenty-four (24) hours, but not later than forty-eight (48) hours, upon receipt of our advice. Please note that the corresponding bank transfer fee, if any, shall be chargeable to the account of the supplier, contractor, or consultant.


Atty. Geneflor L. Santiago-Lumbang
Signature over Printed Name of Authorized
Representative

Assistant General Manager
Position/Designation

8-88401336
Office Telephone /Fax/Mobile Nos

amg.ndc.gov.ph;
ymbuenaventura@ndc.gov.ph
Email address/es