Contract Agreement for Lease of Office Space

This **CONTRACT AGREEMENT** made on the <u>24th</u> day of <u>November</u> 2022 between:

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OFFICE OF TRANSPORTATION COOPERATIVES with principal address at 5th Floor Main, Ben-Lor Building, 1184 Quezon Avenue, Brgy. Paligsahan, Quezon City 1103 (hereinafter called the "**Entity**")

and

BEN-LOR REALTY TRADING AND PUBLISHING CORPORATION with office address at G/F, 1184-A Ben-Lor Bldg., Quezon Avenue, Brgy. Paligsahan, Quezon City 1103 (hereinafter called the "**Lessor**"):

WHEREAS, upon the request of the Entity, the Lessor submitted a Bid Price Quotation for the Procurement of Lease of Real Property (Office Space) for the Office of Transportation Cooperatives (OTC), in the amount of Five Million Eight Hundred Sixty Four Thousand Forty Pesos (PhP5,864,040.00) for thirteen (13) months commencing from December 01, 2022 to December 31, 2023, inclusive of 12% EVAT, 5% Creditable EWT, and 5% Final VAT government withholding taxes (hereinafter called the "Contract Price") which the Entity subsequently accepted pursuant to OTC-Bids and Awards Committee Resolution No. 008, Series of 2022 dated 14 November 2022.

That an escalation rate of five (5) percent of the monthly rental shall be imposed on the third year and the succeeding years as shown below:

Yea	Durat ion	Mont hly Renta I	Escal ation Rate	Total Month ly Rental	12% EVAT	Total Mont hly Renta l Inclus ive of VAT	5% Credi table EWT	5% Final VAT With holdi ng	Net Payab le Amou nt
1	Dec. 1, 2022 to Dec. 31, 2023	402, 750.0 0		402, 750.00	48,33 0.00	451,0 80.00	20,13 7.50	20,13 7.50	410,8 05.50
2	Jan.	402,		402,	48,33	451,0	20,13	20,13	410,8

Yea r	Durat ion	Mont hly Renta l	Escal ation Rate	Total Month ly Rental	12% EVAT	Total Mont hly Renta l Inclus ive of VAT	table	5% Final VAT With holdi ng	Net Payab le Amou nt
	1, 2024 to Dec. 31, 2024	750.0 0		750.00	0.00	80.00	7.50	7.50	05.00
3	Jan. 1, 2025 to Dec. 31, 2025	422, 887.5 0	5%	422,88 7.50	50,74 6.50	473,6 34.00	21,14 4.38	21,14 4.38	431,3 45.24
4	Jan. 1, 2026 to Dec. 31, 2026	444, 031.8 8	5%	444,03 1.88	53,28 3.83	497,3 15.71	22,20 1.59	22,20 1.59	452,9 12.53
5	Jan. 1, 2027 to Dec. 31, 2027	466, 233.4 7	5%	466,23 3.47	55,94 8.02	522,1 81.49	23,31 1.67	23,31 1.67	475,5 58.15

WHEREAS, Item. D.II. Duration of the Contract, specified in the Terms of Reference, the Lease Term shall be for a period of five (5) years subject to the availability of funds, and compliance with the government accounting and auditing rules, in accordance with d, 9, D. of V of Annex-H of the Implementing Rules and Regulations of R.A. 9184, otherwise known as the "Government Procurement Reform Act", which shall commence upon signing of this contract with appropriate price escalation rate on the 3rd year by which both parties agreed upon.

NOW THIS AGREEMENT WITNESSETH, AS FOLLOWS:

- 1. The following documents shall form part of this Agreement in accordance with Section 37.2.3 of the 2016 Revised Implementing Rules and Regulations (RIRR) of RA No. 9184, viz:
 - (a) The **Entity's** Terms of Reference (ToR) including its Comparative Market Price Analysis, attached as **Annex A**;
 - (b) The **Lessor's** Winning Bid Price Quotation dated 03 November 2022, including the Eligibility Requirements and all other bidding documents and statements submitted attached as **Annex B**; and
 - (c) The **Entity's** Notice of Award, attached as **Annex C**.
- 2. In consideration of the payment to be made by the **Entity** to the **Lessor** as hereinbefore mentioned, the **Lessor** hereby covenants with the **Entity** to provide the service, and remedy defects thereof in conformity with stipulations of the Contract in all aspects, without prejudice to any other obligations that may arise pursuant to the provisions of applicable laws.
- 3. The **Entity** hereby covenants to pay the **Lessor** the Contract Price, inclusive of 12% EVAT, and 5% Creditable EWT, and 5% Final VAT government withholding taxes, and in consideration of the provision of services and the remedying of defects thereof.
- 4. The **Lessor** within fifteen (15) days upon receipt of the monthly billing/Statement of Account with complete attachments and supporting documents shall be paid the amount due on a monthly basis through List of Due and Demandable Accounts Payable (LDDAP)/Advice to Debit Account (ADA) by the **Entity** through Land Bank of the Philippines (LBP). If other banks, the **Lessor** will shoulder the bank's service charge.

General Conditions of Contract

1. Definitions

- 1.1. In this Contract, the following terms shall be interpreted as indicated:
- (a) "The Contract" means the agreement entered into between the Procuring Entity and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to the Procuring Entity under the Contract.

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- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Lessor covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this Section.
- (f) "SCC" means the Special Conditions of Contract.
- (g) "The Procuring Entity" means the organization purchasing the Goods, as named in the **SCC**.
- (h) "The Procuring Entity's country" is the Philippines.
- (i) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services/Lease of Office Space under this Contract and named in the **SCC**.
- (j) The "Funding Source" means the organization named in the **SCC**.
- (k) "The Project Site," where applicable, means the place or places named in the **SCC**.
- (l) "Day" means calendar day.
- (m) The "Effective Date" of the contract will be the date of signing the contract, however the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved contract.
- (n) "Verified Report" refers to the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

2. **Notices**

2.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the **SCC**, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

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2.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in the **SCC** for **GCC** Clause 2.1.

3. Scope of Contract

- 3.1. The Goods and Related Services to be provided shall be as specified in Lessor's Quotations.
- 3.2. This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. Any additional requirements for the completion of this Contract shall be provided in the **SCC**.

4. Procuring Entity's Responsibilities

- 4.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 4.2. The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with **GCC** Clause 4.

5. Payment

- 5.1. Payments shall be made only upon a certification by the HoPE to the effect that the Goods (Lease of Office Space) have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract.
- 5.2. The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the **SCC** provision for **GCC** Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 5.3. Pursuant to **GCC** Clause 2.2, payments shall be made promptly by the Procuring Entity, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the schedule stated in the **SCC**.

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- 5.4. Unless otherwise provided in the **SCC**, the currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.
- 5.5. Unless otherwise provided in the **SCC**, payments using Letter of Credit (LC), in accordance with the Guidelines issued by the GPPB, is allowed. For this purpose, the amount of provisional sum is indicated in the **SCC**. All charges for the opening of the LC and/or incidental expenses thereto shall be for the account of the Supplier.

6. Use of Contract Documents and Information

- 6.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without the Procuring Entity's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 6.2. Any document, other than this Contract itself, enumerated in **GCC** Clause 6.1 shall remain the property of the Procuring Entity and shall be returned (all copies) to the Procuring Entity on completion of the Supplier's performance under this Contract if so required by the Procuring Entity.

7. Warranty

- 7.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.
- 7.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

8. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the Section VII. Technical Specifications; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

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9. Delays in the Supplier's Performance

- 9.1 Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Section VI. Schedule of Requirements.
- 9.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under **GCC** Clause 13, the Procuring Entity shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 9.3 Except as provided under **GCC** Clause 13, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to **GCC** Clause 10, unless an extension of time is agreed upon pursuant to **GCC** Clause 20 without the application of liquidated damages.

10. Liquidated Damages

Subject to **GCC** Clauses 10 and 14, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, the Procuring Entity shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10th) of one percent (1%) of the cost of the unperformed portion for every day of delay until actual delivery or performance. The maximum deduction shall be ten percent (10%) of the amount of contract. Once the maximum is reached, the Procuring Entity may rescind or terminate the Contract pursuant to **GCC** Clause 23, without prejudice to other courses of action and remedies open to it.

11. Settlement of Disputes

- 11.1 If any dispute or difference of any kind whatsoever shall arise between the Procuring Entity and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 11.2 If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence

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- arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 11.3 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 11.4 In the case of a dispute between the Procuring Entity and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 11.5 Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and the Procuring Entity shall pay the Supplier any monies due the Supplier.

12. Liability of the Supplier

- 12.1 The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the **SCC**.
- 13.2 Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

13. Force Majeure

- 13.1 The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a force majeure.
- 13.2 For purposes of this Contract the terms "force majeure" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or force majeure shall be interpreted to mean an event which the Supplier could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires,

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floods, epidemics, quarantine restrictions, and freight embargoes.

13.3 If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

14. Termination for Default

- 14.1 The Procuring Entity shall terminate this Contract for default when any of the following conditions attends its implementation:
 - 1. Outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contact price;
 - 2. As a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased; or
 - 3. The Supplier fails to perform any other obligation under the Contract.
- 14.2 In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under **GCC** Clauses 15 to 18, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.
- 14.3 In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract

time plus any time extension duly granted to the Supplier, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

15. Termination for Insolvency

The Procuring Entity shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Entity and/or the Supplier.

Termination for Convenience

- 16.1 The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.
- 16.2 The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity may elect:
- A. to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
- B. to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.
- 16.3 If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery

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may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of the Procuring Entity before recovery may be made.

17. Termination for Unlawful Acts

- a. The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:
- b. Corrupt, fraudulent, and coercive practices as defined in **ITB** Clause 3.1(a);
- c. Drawing up or using forged documents
- d. Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- e. Any other act analogous to the foregoing.

Procedures for Termination of Contracts

- 18.1 The following provisions shall govern the procedures for termination of this Contract:
 - 1. Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
 - 2. Upon recommendation by the Implementing Unit, the HoPE shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
 - a. that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
 - b. the extent of termination, whether in whole or in part;
 - c. an instruction to the Supplier to show cause as to why this Contract should not be terminated; and

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- d. special instructions of the Procuring Entity, if any.
- 3. The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- 4. Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;
- 5. The Procuring Entity may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- 6. Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- 7. The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE; and
- 8. The Supplier must serve a written notice to the Procuring Entity of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by the Procuring Entity.

19. Assignment of Rights

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with the Procuring Entity's prior written consent.

20. Contract Amendment

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Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

21. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

Special Conditions of Contract

GCC Clause	
1.1(g)	The Procuring Entity is the Office of Transportation Cooperatives.
1.1(i)	The Service Provider is Ben-Lor Realty Trading and Publishing Corporation.
1.1(j)	The Funding Source is the Government of the Philippines (GOP) through General Appropriations Act of 2022 and National Expenditure Program of 2023 in the amount of Php 6,000,000.00.
1.1(k)	The Project Site is 5 th Floor Main, Ben-Lor Bldg., 1184 Quezon Ave., Brgy. Paligsahan, Quezon City 1103.
2.1	The Procuring Entity's address for Notices is: 5 th Floor Main, Ben-Lor Bldg., 1184 Quezon Ave., Brgy. Paligsahan, Quezon City 1103.
	The Service Provider's address for Notices is: <i>G/F</i> , 1184 Ben-Lor Bldg., Quezon Avenue, Brgy. Paligsahan, Quezon City, Metro Manila 1103.

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3.2 TECHNICAL SPECIFICATIONS

ITEM	VICAL SPECIFICATIONS FOR PROPERTY TO BE LEASED OR RENTED SPECIFICATION CE SPECIFICATIONS
A. ****	Location and Site Condition
A.1.	Topography and Drainage. It should maintain an adequate and properly installed drainage system and not be located in a flood prone area.
A.2.	Sidewalk and Waiting Shed. The property should maintain an ample pedestrian sidewalks.
A.3.	Parking Space. The property must have ample parking space for at least six (6) vehicles. With Free 4 parking spaces included in the Lease Contract
B. C. S. W. S. B. B. C.	Neighborhood Data
B.2.	Sanitation and Health Condition. The property must maintain a sanitary and healthy environment. It must have proper garbage facilities and complies with the health and sanitation standard required under the Sanitation Code of the Philippines
B.3.	Adverse Influence. The property must be free from informal settlers within a radius of 400 meters.
B.4.	Property Utilization. The property's highest and best use is for an office/commercial building.
B.5.	Police and Fire Stations. The property must be located preferably within three (3) kilometers from police and fire stations.
B.6.	Cafeterias. Adequate food establishments/eateries/cafeterias/restaurants must be within the immediate proximity of the property.
B.7.	Banking/Postal/Telecommunication. The property must have adequate telecommunication lines. Banks and financial institutions that offer ATM and other financial services should likewise be within close proximity.
C .	Real Estate
C.1.	Structural Condition. The building is designed in compliance with the Latest Building Code of the Philippines.
C.2.	Functionality
C.2.a.	Space Requirements. The building's leasable spaces must be of approximately 537 sq. m. Including all movable and immovable properties provided and included in the Office Space for usual operations, provided by the Lessor.

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C.2.b	Light and Ventilation. The building's common areas must have proper lighting and ventilation systems.
C.3.	Facilities. The building must have the following facilities/amenities:
C.3.a	Main meter and/or sub-meter for electrical and water supply exclusively for the use of OTC;
C.3.b	Sufficient electrical fixtures, lighting fixtures and convenience outlets;
C.3.c	Sufficient supply of water within the building for all the tenants;
C.3.d	There must be ample provision of elevator/s for the tenants, OTC personnel and its clientele/visitors if the building is four (4) storey or above; with provision of ramps and facilities for PWD clients
C.3.e	Fire alarm/detection system, fire-fighting equipment and fire/emergency exits, as required by applicable laws;
C.3.f	Electrical Facilities/Requirements:
C.3.f.i	All electrical fixtures, convenience outlets, switches and telephone jacks /terminals shall be in good working condition;
C.3.f.ii	All electrical components within the building shall meet the electric load requirements provided for by OTC;
C.3.g	Provision for separate comfort rooms (CR) for Male and Female with lavatories for the use of employees and/or clientele/stakeholders/visitors;
C.3.h	The office should be allowed to introduce room partition/division/non-structural improvements or the installation of A/C units and other equipment; and
C.3.i	The office is allowed to hang/post/place objects on walls, windows & immediate office space vicinity.
C.4	Other Requirements. The building must have/be:
C.4.a	Overall façade and architectural design appropriate for an office building
C.4.b	Provision for agency signage
C.4.c	Properly maintained
C.4.d	Secured location
D	Free Services Any other services that the Lessor may offer.

CONTRACT	the availability of funds, and compliance with the government accounting and auditing rules. Subject to the annual cost benefit analysis to be conducted by OTC in accordance with Republic Act no. 9184, otherwise known as the "Government Procurement Reform Act", and its Implementing Rules and Regulations.
III. ALTERATIONS	The OTC, subject to Lessor's approval, shall have the right to make alterations within the leased premises to be charged against OTC.
IV. NAMING AND SIGNAGE	The OTC shall be allowed to erect or put up appropriate signage, in relation to its operations. It acknowledges that all signage locations and plans are subject to final approval of Lessor, whose approval should be issued within a reasonable period of time.
V. REPAIRS AND MAINTENANCE	All types of repairs and maintenance— major, extraordinary, and minor repairs for the preservation and/or conservation of the leased premises including the immovable and movable properties provided for by the lessor and deemed part of this agreement, except alterations requested by OTC, shall be for the account of the lessor;
VI. PROHIBITION AGAINST SUBLEASE	The OTC shall not sublease all or any portion of the leased premises without the prior written consent of the lessor. The lessor reserves the right, subject to law, to disallow any assignment or transfer of rights to any third person/party/entity.

The Lessor must be a reputable real estate developer and

The Lease Term shall be for a period of five (5) years which

shall commence upon signing of the contract subject to

has been in the business for at least five (5) years.

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5.3	Paymen	t		
5.3.a.	Monthly Payment. A monthly payment of rent shall be made on or before the fifteenth (15th) day of each and every month for the term of this lease, without need of demand or fifteen (15) days from receipt of the billing statement.			
5.3.b	Deposit. Upon signing of the Contract of Lease, the OTC shall pay deposit, the sum of one (1) month rental which shall remain intact, without interest, and shall be consumed/refunded after termination/expiration of lease and only when OTC (a) shall have vacated the leased premises and emptied it of personal properties and occupants/tenants; (b) upon submission of official receipts to show that electricity, water, telephone and other utility bills have been fully settled; and (c) upon application/deduction of such amount/s determined to be necessary to answer for any and all damages caused to the leased premises and its restoration to the same condition as when OTC entered the leased premises.			
5.3.c.	Taxes. The real property taxes for the lot and the building shall be for the sole account of the bidder. OTC shall remit and withhold taxes to the Bureau of Internal Revenue.			
6.4		No further instructions.		
6.5		"Payment using LC is not allowed."		

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective duly authorized representatives on the date above mentioned.

OFFICE OF TRANSPORTATION AND COOPERATIVES

BEN-LOR REALTY TRADING PUBLISHING CORPORATION

By:

CRESENCIANA E.S. GAJ

Officer-in-Charge,

Office of the Chairperson

By:

DR. BENJAMIN O. GOQUINGCO, JR.

President and Chief Operating Officer

CERTIFIED ALLOTMENT AVAILABLE:

ELEANOR C. MUPAS
Administrative Officer V
Amount: 95,412, 9100

Allotment: \$ 5,412,900

SIGNED IN THE PRESENCE OF:

NELIN R. FRIAS Administrative Officer V MONABETH C. AYON
Building Administrator

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

CITY OF QUEZON CITY

) S.S.

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared day of November 2022, the following persons exhibiting to me their respective valid identification cards, to wit:

Name

Proof of Identity

Date/Place issued

1. Ms. Cresenciana E.S. Galvez

DRIVERS LICENSE NOZ-04-009400

EXPIRT 06 05 2023

2. Dr. Benjamin O. Goquingco Jr.

Known to me and known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed and that of the organizations or companies they represent.

This instrument, which refers to the "Contract Agreement for Lease/Rental of Office Space" consisting of eighteen (18) pages including this page where this Acknowledgement appears, has been duly signed by the parties on each and every page thereof.

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

Doc. No. 247

Page No. SI

Book No. XXVIII

Series of 2022.

ATTY. TOMAS B. BAGA, JR.

NOTARY PUBLIC

UNTIL DECEMBER 31, 2023

ADM. NO. NP-148 (2022-2023)

IBP NO. 165982 for 2022 / PASIG CITY

PTR NO. CP. 1497233 / 02-10-2022 / COT. CITY

MCLE NO. VII-0019901 / 05-04-2022 / PASIG CITY

RGH BLDG. TIMOG COR. PANAY AVE. Q.C.



REPUBLIC OF THE PHILIPPINES DEPARTMENT OF TRANSPORTATION

OFFICE OF TRANSPORTATION COOPERATIVES

CAF No. : 2022-11-001

Date: November 29, 2022

CERTIFICATION OF AVAILABILITY OF FUNDS (CAF)

Pursuant to the provisions of Section 86 of PD 1445, and item | of LOI 968, | hereby certify that funds have been duly appropriated and allotted under the General Appropriations Act FY 2022 (R.A 11639) for the administration and operation of the Office of Transportation Cooperatives (OTC).

I certify further that the amount of P451,080.00 is available for expenditure for the December 2022 Office Rental.

CERTIFIED

NITA M. DPEZ-COSARE

Beth Aym