

CONTRACT OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Lease ("Contract") made and entered into this 27 day of FEB 2024 at Makati City by and between:

NATIONAL DEVELOPMENT COMPANY, a government-owned and controlled corporation organized and existing pursuant to P.D. 1648, as amended, with principal office at NDC Building, 116 Tordesillas Street, Salcedo Village, Makati City, represented herein by its General Manager, **ANTONIOLO DC. MAURICIO**, hereinafter referred to as "**NDC**";

-and-

DEPARTMENT OF TRADE AND INDUSTRY (DTI), a government entity with principal office at the Industry and Investments (I&I) Building, 361 Sen. Gil Puyat Avenue, Makati City, represented herein by its Undersecretary **DR. CEFERINO S. RODOLFO** and Assistant Secretary, Supervising Head, MSG, **AGATON TEODORO O. UVERO**, hereinafter referred to as "**DTI**".

Attached hereto as Annex "A" and "B", respectively, are the NDC Secretary's Certificates and DTI Department Order No. 14-39 s. 2014 showing the authority of the representatives of the Party to enter into this Agreement.

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

RECITALS:

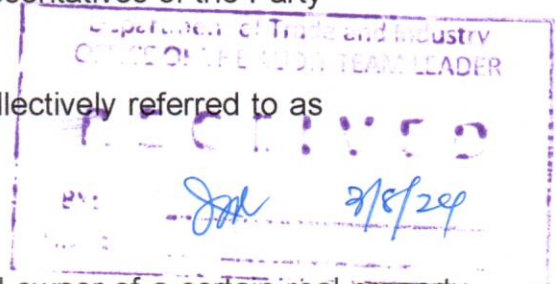
WHEREAS, NDC is the absolute and registered owner of a certain real property consisting of land and a building known as the "I&I Building" located at 385 Sen. Gil Puyat Avenue, Makati City, Metro-Manila, covered by Transfer Certificate of Title No. 114432 of the Registry of Deeds for Makati, MM;

WHEREAS, DTI desires to renew the lease of office and parking spaces at the said building and NDC has agreed to the proposed lease renewal;

WHEREAS, DTI, as a government entity, has complied with the provisions set forth in the Republic Act (RA) 9184 and its IRR governing its lease activities;

WHEREAS, there is a difference of SIX HUNDRED FORTY-NINE THOUSAND FIVE HUNDRED SIX AND 36/100 (P649,506.36) (the "RENTAL ARREARAGES") between the total amount payable by DTI to NDC for the year 2023.

NOW, THEREFORE, for and in consideration of the foregoing premises, and the mutual covenants set forth hereunder, the **PARTIES** hereby enter into this Contract and agree as follows:



1. LEASED PREMISES

NDC hereby leases unto DTI, on an “as-is-where-is basis”, and DTI hereby accepts by way of lease from NDC, the following portions of the I & I Building located at No. 385 Sen. Gil J. Puyat Avenue corner Paseo de Roxas, Makati City, hereinafter referred to as the “Leased Premises”:

- a. Parking Slots = 13 slots
- b. Office Area = 1,454.52 sq. m.
- c. Penthouse Area = 299.35 sq. m.

2. TERM

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

The lease may be renewed upon mutual agreement of the PARTIES, in writing and upon such terms as may be agreed upon by the PARTIES and as provided for by law; provided that DTI notifies NDC in writing of its intention to renew the Contract at least ninety days (90) days prior to the expiration of the same.

3. RENTALS

OFFICE AND PENTHOUSE SPACES

DTI hereby agrees to pay NDC a monthly rental of PESOS: SIX HUNDRED TWELVE AND 36/100 (P612.36) per square meter (the “Rental”) exclusive of applicable taxes, such as but not limited to the Value Added Tax (VAT) and Documentary Stamp Tax (DST), which shall be for the account of DTI. DTI shall, however, withhold the legally mandated creditable withholding tax (“CWT”) and Final Withholding Tax (“FVAT”) from its rental payment and shall provide NDC with the corresponding Certificate of CWT and FVAT.

In addition to the Rental, DTI shall pay a monthly assessment fee of P30.00 per square meter, which covers association dues and incidental consequences of NDC’s responsibility to effectively oversee, maintain, or even improve the building.

Hence, DTI shall remit to NDC the following total monthly amount (“Monthly Amount”) for the lease of the I&I Building:

	Monthly Amount
Total Office and Penthouse Area/Rental (1,753.87 sq.m. @ P612.36/sq.m.)	P 1,073,999.83
Less: 5% CWT	(53,699.99)
Less: 5% FVAT	(53,699.99)
Plus: 12% VAT	128,879.98
Assessment Fee (1,753.87 sq.m. @ P30.00/sq. m.)	52,616.10
TOTAL	P 1,148,095.93

PARKING SPACES

DTI shall likewise pay the amount of PESOS: THREE THOUSAND FIVE HUNDRED (P3,500.00) per parking slot, exclusive of VAT, which shall be for the account of DTI. The details of the Monthly Rental for the Leased Parking Slot shall be as follows:

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Parking Slot (13 slots @ ₱3,500.00/slot)	Monthly Rental
Less: 5% CWT	₱ 45,500.00
Less: 5% FVAT	(2,275.00)
Plus: 12% VAT	(2,275.00)
	5,460.00
TOTAL	₱ 46,410.00

Based on the foregoing, DTI is obliged to pay NDC the total amount of PESOS: FOURTEEN MILLION THREE HUNDRED THIRTY-FOUR THOUSAND SEVENTY-ONE AND 16/100 (₱14,334,071.16) for the year 2024, relative to the lease of office, penthouse, and parking spaces.

In consideration of DTI's need to comply with procurement laws for the lease of office, penthouse, and parking spaces of the I&I Building, the PARTIES agree as follows:

- 1) DTI shall pay, and NDC shall accept, the lease payment in the amount of ₱1,194,505.93 monthly for the year 2024;
- 2) DTI shall amortize the Rental Arrearages incurred for the year 2023 amounting to ₱649,506.36 in six (6) equal monthly installments or ₱108,251.06 monthly, which shall be paid on top of the monthly rentals due for the year 2024; and
- 3) DTI shall make the necessary adjustments to include the corresponding amount in its budget for the year 2024, to cover the payment of the following Monthly Amount:

Item	Total Monthly Amount	
	(2024)	
	(January – June)	(July-December)
Office/Penthouse Rental & Assessment Fee	1,148,095.93	1,148,095.93
Parking Rental	46,410	46,410.00
Rental in Arrears (2023)	108,251.06	-
TOTAL	1,302,756.99	1,194,505.93

DTI shall pay the Total Monthly Amount to NDC, without the need for any notice or demand, within the first day of each month. Failure of DTI to pay at least two (2) months of rentals shall entitle NDC to terminate the lease contract without the need for any judicial action, effective after thirty (30) days from the date of receipt by DTI of a written notice from NDC.

Any unpaid rentals shall bear an interest of 1.5% per month from the date when the same should have been paid until such rental shall have been paid in full by DTI, without prejudice to the right of NDC to terminate the lease as provided in the immediately preceding paragraph.

Notwithstanding the foregoing, this Contract shall not be terminated for failure of DTI to pay the monthly rental and DTI shall not be liable for the payment of any interest for any delay in the payment of such rental, when such failure or delay is due to the following: 1) Delay in the release of Notice of Cash Allocation (NCA) by the DBM; 2) Compliance with the accounting or auditing rules and regulations; and 3) Force majeure, or similar causes beyond the control of the DTI in terms of the release of the funds, provided, that DTI shall, within a reasonable time from the prescribed date of payment, communicate in writing to NDC that the rental will not be paid on time by reason of the aforementioned causes.

The immediately preceding paragraph excludes circumstances where DTI's officers' and employees' acts or negligence contributed to the above-enumerated delays.

4. DEPOSIT

Upon signing of the Contract, DTI shall deliver to NDC, a cash deposit equivalent to two (2) months of office/penthouse and parking rentals or the total amount of PESOS: TWO MILLION TWO HUNDRED THIRTY-EIGHT THOUSAND NINE HUNDRED NINETY-NINE AND 66/100 (P2,238,999.66).

The deposit shall not bear any interest and shall be refunded by NDC and returned to DTI, within thirty (30) days after the termination or expiration of the Contract and after the presentation by DTI to NDC of proof that the former has paid all of its utility bills and real property taxes, if any, and provided that DTI has vacated the Leased Premises. The deposit shall answer for any unpaid and overdue obligations of DTI under this lease at the expiration thereof, but shall not be offset against any amount due from DTI while the lease is subsisting. The payment of this deposit shall not in any way, relieve DTI from paying the agreed monthly rentals on their due dates, and all other fees and additional charges as provided for under this Contract, and its failure to do shall constitute a default or breach of this Contract.

The deposit shall also serve as liquidated damages if DTI, in breach of this Contract, withdraws or terminates this lease. Should DTI vacate the leased premises without giving due notice as provided in Section 25 of this Contract, 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 DTI exclusively for office and parking purposes. DTI shall not use the Leased Premises for other purposes without the prior written consent of NDC, otherwise, NDC shall have the right to: (a) terminate the lease pursuant to Section 28 hereof by reason of such breach of contract; (b) increase the rental; and/or (c) compel DTI to stop the new activities therein. In addition, 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 cost of electricity, water, telephone, and other utilities such as pest control and garbage disposal, shall be for the account of DTI.

DTI shall pay for its own, and all other public services and utilities at such rates charged or may be adjusted at any time by the suppliers or companies rendering such services.

7. INSTALLATION AND IMPROVEMENTS

After obtaining the prior written consent and approval of NDC, which consent shall not be unreasonably withheld or delayed, DTI 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 DTI, provided that the strength and general structure of the Leased Premises are not thereby impaired. Upon expiration or termination of the lease, all fixtures, improvements, alterations, or modifications installed or introduced by DTI in the Leased Premises which are of permanent character shall, without compensation to DTI, become the property of 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 DTI 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 DTI even after the termination or expiration of the lease and may be removed therefrom by DTI without costs or compensation of any kind to NDC. DTI shall, however, endeavor to take the necessary steps to prevent damage to the Leased Premises by removing the said improvements, installations, or fixtures from the Leased Premises.

8. ELECTRICAL FIXTURES AND REPLACEMENTS

All electrical additions, alterations, and/or repairs in the Leased Premises shall be for the sole account of DTI and should have prior notice/clearance from NDC's electrical maintenance contractor. Proof of compliance with all government requirements pertaining to future electrical installations shall be submitted to NDC.

9. MAINTENANCE OF LEASED PREMISES

DTI 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 the lease, shall surrender the Leased Premises in a good condition as they were actually found at the beginning of the lease, ordinary wear and tear excepted. DTI shall comply with all national and local laws, ordinances, and applicable rules and regulations on the use and occupancy of the Leased Premises.

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, pumps generators, and all other items found and in use in the Leased Premises as enumerated in Annex "C" hereof, in good working condition at all times; meet all city and national fire and safety code requirements.

10. REPAIRS OF THE LEASED PREMISES

DTI 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 the 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.

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

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

During the last three (3) months of the term of the lease, DTI shall likewise allow 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, DTI shall give immediate notice thereof to NDC. If the Leased Premises shall be damaged by fire or other fortuitous events, without the fault or negligence of DTI or its agents, employees, or visitors, the damage shall be repaired at the expense of NDC as soon as possible after such notice. DTI shall not be compensated by NDC by reason of any inconvenience, annoyance, or injury to DTI's business arising out of the necessity of repairing any portion of the Leased Premises unless caused by the fault or negligence of NDC, its employees, contractors, or agents.

Should the damaged portion on a per floor basis, exceeds 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 DTI, renders the Leased Premises unfit for the purpose of this lease for a period of three (3) or more months, NDC or DTI may request the termination of this Contract. But if the Leased Premises be or nearly destroyed, as to make it untenable, without fault or neglect of DTI, DTI may demand the pre-termination of this Contract and the return of the unused post-dated checks.

Force majeure under this Contract shall include but is not limited to floods, earthquakes, cyclones, fires, insurrection, rebellion, riots, civil disorders, labor strikes, acts of government, acts of God, and other similar causes beyond the control of either party, which prevents the performance of their respective obligations under this Contract.

12. LIABILITY FOR DAMAGES TO PERSONS OR PROPERTY

DTI hereby assumes responsibility for injury or damage caused to the person or property of third persons, including those of its employees, agents, or clients, while in any part of the Leased Premises solely and directly due to its fault and gross negligence, and for reasons not attributable to the fault or negligence of NDC or 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, caused by, by reason of, or due to the conduct of DTI, its employees, agents and or visitors, of its operations, activities, and business, even if the same occurs inside the I&I Building, that may cause harm or damage to third persons or property.

13. TAXES AND ASSESSMENTS

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

However, DTI 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 DTI, on the Leased Premises.

14. INSURANCE

During the effectivity of this lease, NDC shall, for its 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 NDC's name. DTI, may likewise, for its own unit, procure and maintain its own insurance on personal properties, fixtures, and other movable properties that DTI brings into or introduces into the Leased Premises.

15. JANITORIAL AND SECURITY SERVICES

The cost of janitorial and security services shall be for the account of DTI.

DTI shall provide, for its account, janitorial and security services for the Leased Premises. DTI, 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. NDC shall not be liable for any loss, damage, or injury suffered by DTI resulting from any theft, robbery, or any other crimes committed within the Leased Premise, unless the same is caused by the fault or gross negligence of NDC's employees, and agents, or contracted personnel while, during and within the period they were authorized by NDC in writing to enter the Leased Premises, otherwise, the guilty person shall be directly responsible and accountable to DTI.

16. PROHIBITION

DTI, its officers, employees, or agents shall not bring into or store in the leased premises anything of 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 NDC may reasonably prohibit; it is understood that should DTI do so, it shall be responsible for all damages caused to NDC.

DTI, 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 DTI should any legal action is 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 DTI.

17. HEAVY MACHINERY AND EQUIPMENT

DTI shall not, without the prior written consent of NDC which consent shall not be unreasonably withheld, place in the Leased Premises any heavy machinery, 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. NDC shall, for reasons of safety or security, have the right to designate the position or location of heavy objects being placed within the Leased Premises.

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18. SIGNS AND ADVERTISEMENTS

Except for the name of DTI or signs or markings needed to identify the Leased Premises, DTI 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 NDC is obtained, and only of such size, color, and style as the latter may determine. Provided further, that 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 DTI.

19. RULES AND REGULATIONS

DTI shall comply with any and all existing rules and safety regulations which may be promulgated from time to time by 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. DTI 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

DTI shall indemnify and hold 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 DTI 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 assignment of this lease and sublease of the Leased Premises are strictly prohibited.

22. RESPONSIBILITY OF DTI

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

23. PEACEFUL POSSESSION

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

Should the area of the Leased Premises withheld from the possession and enjoyment of DTI 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 DTI, renders the Leased Premises unfit for the purpose of this lease for a period of three (3) or more months, then, DTI may ask that the contract be terminated.

24. SURRENDER OF LEASED PREMISES

DTI shall, at the expiration or termination of lease, promptly deliver the Leased Premises to 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. Provided, however, that non-compliance on the part of DTI of the terms of this clause shall give NDC the right at its option, to refuse to accept the delivery of the Leased Premises and to compel DTI to pay the corresponding rent therefor at the same rate of the rental as herein provided, plus ten percent (10%) additional sum as a penalty until DTI shall have complied with the terms hereof.

DTI shall be liable to NDC for the same penalty if DTI refuses or fails to leave the Leased Premises after the lease has expired or been terminated unless the failure to return/deliver the premises is due to force majeure, and for all damages which NDC shall suffer by reason thereof including indemnification to NDC for any and all liabilities and costs suffered by NDC for not being able to promptly deliver possession of the Leased Premises to a succeeding tenant. The amount of such penalty shall earn three percent (3%) interest higher than the Land Bank of the Philippines prime rate for 180 days for loans prevailing on the date the penalty is due from the date of expiration or termination of the lease until full payment thereof.

25. ABANDONMENT OF LEASED PREMISES

In case the Leased Premises or any portion thereof shall be deserted or abandoned or such as failure to occupy or use for thirty (30) consecutive days by DTI before the expiration of the lease, NDC shall have the right to enter the same as agent of DTI, either by force or otherwise, without being liable to any prosecution by virtue thereof, to re-let the same as agent of DTI and to receive rentals therefor, and to apply the same to the payment or rent due hereunder without prejudice to the liability of DTI to NDC for any deficiency.

26. EXPROPRIATION



In the event expropriation proceedings are instituted during the period of this contract by any instrumentality of the Government or by any other entity authorized to exercise such power, either NDC or DTI may terminate this contract should the Leased Premises no longer be useful for the purpose of this lease, upon giving the other party a written notice thirty (30) days prior to the date of effectivity thereof. In such case of expropriation, DTI unconditionally releases NDC from any and all liabilities arising from such expropriation proceeding, without prejudice to whatever recourse DTI may have against the expropriating entity on account of damage caused to it or its properties.

27. SALE OF LEASED PREMISES

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

28. 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 the lease. 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 event of breach or default of the terms and conditions of this Contract by DTI, and DTI failed to remedy the same within thirty (30) days from the date of receipt of such notice of breach or default, NDC shall have the right to eject DTI, enter and take possession of the Leased premises without the need of any judicial action, and re-let the same to new tenants. Relative thereto, NDC has the option to sell DTI's furniture or fixtures and other improvements within the Leased premises and apply the proceeds of the sale to any unpaid obligations of DTI. DTI hereby gives full power and authority to NDC to undertake such sale and application of the proceeds of the sale to the unpaid obligations of DTI.

29. NDC'S LIEN

In case DTI has an outstanding obligation under the 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 DTI 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.

30. PRE-TERMINATION OF LEASE

There shall be no pre-termination of this lease except as provided in Sections 11, 16, 23, 26, 28 and 33 (c) hereof.

31. 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.

32. 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 acquired due to this contract, said Party shall immediately notify the other Party of the same. 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.

33. OTHER TERMS AND CONDITIONS

- a) NDC or its duly authorized representatives may inspect the Leased Premises during business hours upon prior arrangements with DTI.

- b) Any written amendment to this contract duly approved and signed by the authorized officers of both corporations shall be considered as part of this contract and shall remain valid and binding until properly rescinded by both parties.
- c) NDC may terminate the lease contract and eject DTI for failure or refusal of the latter to pay the rentals agreed upon during the period stipulated in the lease contract or for violation of any of the terms and conditions of this contract.
- 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) 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 provisions 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.


- g) Should any of the terms and conditions or any part or clause of this Contract be declared void or unenforceable by a 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


(NDC)


By:


ANTONIO DC. MAURICIO
General Manager

**DEPARTMENT OF TRADE AND
INDUSTRY**
(DTI)

By:

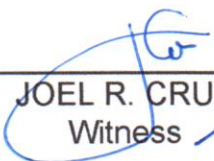

CEFERINO S. RODOLFO
Undersecretary


AGATON TEODORO O. UVERO
Assistant Secretary
Supervising Head, MSG

SIGNED IN THE PRESENCE OF



ATTY. BENJAMIN IJF RABUCO III
Witness



JOEL R. CRUZ
Witness

ACKNOWLEDGMENT

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


BEFORE ME, a Notary Public for and in City of Makati, on this FEB 27 2024 day of _____, 2024, personally appeared:

	<u>Government I.D.</u>	<u>Placed Issued</u>
ANTONIOLO DC. MAURICIO	Passport No. P8323886A	DFA Manila
CEFERINO S. RODOLFO	DTI Employee ID No. 04851	DTI Makati
AGATON TEODORO O. UVERO	Driver's License No. E04-88-020208	LTO

both were known to me 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 entities which they respectively represent.

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

Doc. No. 201 ;
Book No. 54 ;
Page No. 12 ;
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. 03, 2023 Until Apr. 14, 2028
ETR No. 100733945/ Jan.02.2024/Makati City
IBP No. 330740/ Jan.02.2024/Pasig City
1107 D Batasan 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 the following resolutions were adopted by the NDC Board of Directors at its Regular Board Meeting on November 10, 2023, held at 6th Floor Boardroom, Industry & Investments Building, 385 Senator Gil J. Puyat, Makati City:

"RESOLVED, that the lease of the Department of Trade and Industry at the I&I Building, on an "as-is-where-is" basis, with the following basic terms and conditions:

Leased Premises	Office Area: 4th and 5th Floors, I&I Building with an aggregate area of 1,454.52 sq.m. Penthouse Area: 299.35 Parking Slot: Thirteen (13) Slots
Period of Lease	One (1) year, renewable upon mutual agreement (January 1, 2024 to December 31, 2024)
Office Rental	₱612.36 per sq.m. per month or a total of ₱1,073,999.83 per month, exclusive of VAT
Parking Rental	₱3,500 per slot per month or a total of ₱45,500 per month, exclusive of VAT
Assessment Dues	₱30.00 per sq.m. per month or a total of ₱52,616.10 per month
Security Deposit	Two (2) months

be, as it is hereby APPROVED;

"RESOLVED FURTHER, that the General Manager or his/her duly authorized Assistant General Manager be, as he/she is hereby AUTHORIZED to sign, execute and deliver any and all documents necessary to implement the foregoing."

This Secretary's Certificate is being issued upon the request of the NDC's Asset Management Group and prior to the approval of the minutes of the above-mentioned meeting by the NDC Board of Directors.

IN WITNESS WHEREOF, I have hereunto affixed my signature this 7th day of December 2023 at Makati City.


RHOEL Z. MABAZZA
Corporate Secretary

SUBSCRIBED AND SWORN to before me this DEC 14 2023 day of December 2023 at Makati City affiant exhibiting to me his UMID No. CRN-006-0009-3551-9.

Doc No. 169;
Page No. 36;
Book No. 83;
Series of 2023.


ATTY. JOEL FERRER FLORES
NOTARY PUBLIC FOR MAKATI CITY
UNTIL DECEMBER 31, 2024
APPOINTMENT NO. M-115
ROLL NO. 77376

MCLE COMPLIANCE VTR NO. 0001393 Jan. 03, 2023 Until Apr. 14, 2024
PTR NO. 9563534 / JAN. 03, 2023 / MAKATI CITY
IBP NO. 261974 / JAN. 03, 2023 / PASIG CITY
1107 D BATAAN ST., GUADALUPE NUEVO MAKATI CITY



Department Order No.: 14-39
Series of 2014

SUBJECT : DELEGATION OF AUTHORITY TO SIGN AND/OR APPROVE VOUCHERS, CONTRACTS, ORDERS, APPOINTMENTS, AND OTHER OFFICIAL DOCUMENTS

The Administrative Code of 1987 (Executive Order No. 292) allows Department Secretaries, under Section 7 (8), Chapter 2, Book IV, to delegate authority to officers and employees under his direction.

In the interest of the service and to expedite action on certain official matters, including previous Department Orders on delegation of authority to sign/countersign Checks, Appointments, Contracts, Vouchers, Purchase/Work/Travel Orders, and other official documents in the Department and Attached Agencies, are hereby amended as follows:

DOCUMENT	AUTHORIZED SIGNATORY
1. Purchase Requests, Purchase Orders, Work Orders, Contracts, Memorandum of Agreements, Disbursement Vouchers <ul style="list-style-type: none"> • Central Office/Attached Agency <ul style="list-style-type: none"> ○ Up to PhP50M ○ Up to PhP10M ○ Up to PhP5M ○ Up to PhP3M ○ Up to PhP1M • Regional Office <ul style="list-style-type: none"> ○ In excess of PhP10M ○ In excess of PhP3M up to PhP10M ○ Up to PhP3M ○ Up to PhP1M ○ Up to PhP0.5M 	Any two (2) Undersecretaries Undersecretary Assistant Secretary Executive Director for attached agency Director Supervising Undersecretary - ROG and Regional Director Regional Director but with prior written Clearance from USEC-ROG Regional Director Assistant Regional Director Provincial Director
2. Appointment of First and Second Level Employees (Rank and File) <ul style="list-style-type: none"> • Central Office • Regional Office • Attached Agency 	Supervising Undersecretary Regional Director Executive Director

Enabling Business, Empowering Consumers

3. Payroll (any amount) <ul style="list-style-type: none"> • Central Office • Regional Office • Attached Agency 	Director-in-Charge of Personnel Division Regional Director Executive Director
4. Designation of Caretakers and Officer-in-Charge <ul style="list-style-type: none"> • Regional Director/Assistant Regional Director/Provincial Director • Bureau Director/Assistant Director • Division Chief 	Supervising Undersecretary Supervising Undersecretary Director for Central Office or Regional Director for Regional Office
5. Travel Order/Authority <ul style="list-style-type: none"> • Local Travel for Central Office (CO) <ul style="list-style-type: none"> ○ Director/Assistant Director ○ Travel involving two or more employees ○ Travel claiming actual hotel expenses ○ Division Chief and below • Local Travel for Regional Office (RO)/Provincial Office (PO), outside the Region <ul style="list-style-type: none"> ○ Regional Director/Assistant Regional Director ○ Travel involving two or more employees ○ Travel claiming actual hotel expenses ○ Provincial Director and below • Local Travel for RO/PO, within the place of assignment <ul style="list-style-type: none"> ○ Regional Director/Assistant Regional Director ○ Provincial Director ○ Division Chief and below • Personal Foreign Travel of all employees (except USecs and ASecs) 	Supervising Undersecretary Supervising Undersecretary Supervising Undersecretary Director Supervising Undersecretary Supervising Undersecretary Supervising Undersecretary Assistant Secretary Supervising Undersecretary Regional Director Regional Director or Provincial Director as the case may be Supervising Undersecretary
6. Application for Leave/Commutation <ul style="list-style-type: none"> • Third level officials lower than Assistant Secretary (Executive Director, Director, Regional Director, Provincial Director) • Central Office (Rank and File Employees) <ul style="list-style-type: none"> ○ 30 days or more ○ Not exceeding 30 days • Regional Office Employees <ul style="list-style-type: none"> ○ 30 days or more ○ Not exceeding 30 days 	Supervising Undersecretary Supervising Undersecretary Director Supervising Undersecretary Regional Director

10. Letter of Instructions to Banks <ul style="list-style-type: none"> • Central Office • Regional Office • Attached Agency 	Undersecretary for MSG Regional Director (in his/her absence, ARD) Executive Director
11. Checks (requires signatory and counter-signatory) <ul style="list-style-type: none"> • Central Office <ul style="list-style-type: none"> ○ No limit for signatory and counter-signatory ○ Up to 300,000 for signatory and counter-signatory • Regional Office <ul style="list-style-type: none"> ○ Up to 3M as signatory ○ Up to 3M as counter signatory ○ Up to 1M as signatory ○ Up to 1M as counter signatory ○ Up to 300K as signatory ○ Up to 300K as counter signatory 	Undersecretary, Assistant Secretary, Director Cashier, Division Chief and Assistant Division Chief of General Administrative Service (GAS) Regional Director ARD, Provincial Director, FAD Chief ARD, Provincial Director, Admin. Officer, Cashier, Division Chief FAD Chief Admin. Officer, Cashier, Division Chief
12. Application to Purchase Foreign Exchange <ul style="list-style-type: none"> • Up to 10M • Up to 1M 	Undersecretary Director
13. Notice of Fund Transfer Allocation (requires signatory and counter-signatory) <ul style="list-style-type: none"> • No limit 	Undersecretary Assistant Secretary Director

The following guidelines shall be adhered to in the exercise of the above-delegated authority.

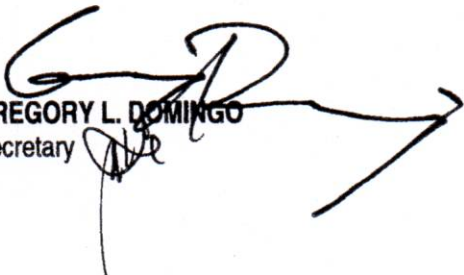
1. All concerned officials shall sign on matters which pertain to their respective bureaus/offices/units, or within the scope of their responsibility.
2. In all cases, this delegation of authority shall be subject to existing and applicable DTI, COA, CSC, DBM and other national policies and procedures, such as but not limited to foreign and local travel, personnel, accounting, auditing, and procurement.
3. This delegated authority shall apply to Caretakers or Officers-in-Charge (OIC) provided that such authority is expressly stated in his/her designation as Caretaker/OIC.
4. Unless, otherwise specified, it is understood that the Supervising Undersecretary is deemed authorized to sign any official document for offices under his/her supervision.



All existing orders and directives inconsistent herewith are hereby modified and/or revoked accordingly.

This Department Order shall take effect immediately.

Issued this 28th day of October 2014, in Makati, Metro Manila, Philippines.


GREGORY L. DOMINGO
Secretary

ANNEX C

LIST OF NDC PROPERTIES IN THE INDUSTRY AND INVESTMENTS BUILDING

<u>PARTICULARS</u>	<u>PROPERTY NO.</u>
1. Airconditioning System 15 tons	55-001
2. Airconditioning System 10 tons	55-002
3. Airconditioning System 20 tons	55-003
4. Airconditioning System 10 tons	55-004
5. Airconditioning System 20 tons	55-005
6. Airconditioning System 15 tons	55-006
7. Airconditioning System 20 tons	55-007
8. Airconditioning System 15 tons	55-008
9. Airconditioning System 20 tons	55-009
10. Airconditioning System 15 tons	55-010
11. Airconditioning System 20 tons	55-011
12. Airconditioning System 15 tons	55-012
13. Airconditioning System 20 tons	55-013
14. Airconditioning System 15 tons	55-014
15. Airconditioning System 20 tons	55-015
16. Airconditioning System 15 tons	55-016
17. Airconditioning System 20 tons	55-017
18. Airconditioning System 15 tons	55-018
19. Airconditioning System 20 tons	55-019
20. Airconditioning System 15 tons	55-020
21. Elevator	56-001
22. Elevator	56-002
23. Generator Set (with ATS): MAN-WERK Numberg; Motor/Engine # 34039201184101	
24. Fire Pump: Brand-Perth Electric	
25. Fire Detection and Alarm System	

Print date/time : 2024-01-03 11:06:40

Printed By : DACASIN, KRISTINE JOY F.

0044

Releasing Section	Receiving Section	Date Received	Received By
70 FS	Jackie	1/5/24 10:31	1/5/24 10:09
	Racquel	1/8 8:30	
11/8 9:15			1-8-24 - 9:27

phot
 Aug
 11x 2pm
 17 2:17 pm
 12 4:04pm
 CB:

Q. Basis of the 2023 arrears?)

- for recomputation of monthly rental
- why it appears in 2023 & changed to 2024 budget?

119 - 4.45

1/10 8:11

10.1.24 10/10

10/10 3:50 -13

As discussed with Dir. Cruzada & Sir Cris.

Thank you.

			1/28/24	2:95
		Box	1/27	1:55

01/29 report

Reginald 1/29 2:16

Tessie 1/30 9:30

July 1/30 10:21 am

aj 1/30 5:49 pm

1/29 - 4:29

11/31 9:14

11/31 - 8:40

0728

naqul

CAF No.: CAF-202401-0044

Date: 2024-01-30

I. AVAILABILITY OF FUNDS:

Pursuant to the provisions of Section 30 of PD 1445, Lot 968, and Section 46 of PD 1177, I hereby certify that funds which have been duly appropriated and allotted under Republic Act No. 11975 or FY 2024 General Appropriations Act.

FOR PAYEE: National Development Company


Address: _____

PARTICULARS:

Payment of Rental of Office space located at I&I Building, 385 Senator Gil Puyat Ave., Makati City for the period of January to December 2024. (BOI BLDG)

Amount in words:

***** Seventeen Million Nine Hundred Forty-Four Thousand Six Hundred Three Pesos and 49/100*****
Php17,944,603.49


GEMMA B. MANLANGIT
OIC, Budget Division
1/30

DETAILS OF APPROPRIATION - ALLOTMENTS

PPA: RENTAL FUND (GMS)
(50299050-01). Rent - Building


ObR No: 202401-00121
RCAF- 202401-00019

Date: 2024-01-30
Php17,944,603.49

II. VALIDITY OF CLAIMS:

I hereby certify that the above transaction is valid as to the completeness of the supporting documents submitted and in accordance with the existing accounting and auditing procedures.

₱ 1,306,455.92 monthly
2,238,999.68 - Sec. dep
28,132.78 - D&T


CRISOLOGO R. RIGUNAY, JR.
Chief, Accounting Division
31. I-24

OBLIGATION REQUEST AND STATUS**Department Of Trade & Industry**

Entity Name

Serial Number: OBR-202401-00127

Date: 01/30/2024

Fund Cluster:

Payee 000114 - National Development Company

Office 272-01-10

TIN / Emp No. -000-164-120

Address 116Tordesillas St. Salcedo Village Makati City

RESPONSIBILITY CENTER	PARTICULARS	MFO / PAP	UACS OBJECT CODE	AMOUNT
22-001-01-00000-09-0 1 - RENTAL	To obligate Rental of Office space located at I&I Building, 385 Senator Gil Puyat Ave., Makati City for the period of January to December 2024. (BOI BLDG)	100000100001000	50299050-01	17,944,603.49
TOTAL				17,944,603.49

A **Certified:** Charges to appropriation/allotment are necessary, lawful and under my direct supervision; and supporting documents valid, proper and legal.

Signature: _____

Printed Name: _____

Position: _____

Head, Requesting
Office / Authorized Representative

Date: _____

B **Certified:** Allotment available and obligated for the purpose/adjustment necessary as indicated above.

Signature: _____

Printed Name: _____

Position: _____

GEMMA B. MANLANGIT

OIC, BUDGET DIVISION
Head, Budget Division /
Unit / Authorized Representative

Date: _____

C**STATUS OF OBLIGATION**

Reference			Amount				
Date	Particulars	ORS/JEV/ Check/ADA/ TRA No.	Obligation (a)	Payable (b)	Payment (c)	Balance	
						Not Yet Due (a-b)	Due and Demandable (b-c)

MEMORANDUM

TO : **MA. ASUNCION H. CRUZADA**
Director
Finance Service

FROM : **JOEL R. CRUZ**
Director
Human Resource and Administrative Service

DATE : 29 December 2023

SUBJECT : **Request for Certification of Availability of Funds (C. A. F.)**

.....

May we request for the Certification of Availability of Funds (C.A.F.) in the amount of **Eighteen Million Five Hundred Ninety-Four Thousand One Hundred Nine Pesos and Eighty-Five Centavos (Php18,594,109.85)** payable to **National Development Company** for the Rental of Office Space located at I&I Building, 385 Senator Gil Puyat Ave., Makati City for the Board of Investments from January to December 2024.

Thank you.

BIDS AND AWARDS COMMITTEE

BIDS AND AWARDS COMMITTEE

RESOLUTION NO. 225, s. 2023

A RESOLUTION RECOMMENDING APPROVAL FOR THE ADOPTION OF AN ALTERNATIVE MODE OF PROCUREMENT AND AWARD OF THE CONTRACT FOR THE LEASE OF OFFICE SPACES FOR THE DEPARTMENT OF TRADE AND INDUSTRY USING ALTERNATIVE MODE OF PROCUREMENT (LEASE OF REAL PROPERTY/ VENUE) IN FAVOR OF VARIOUS OFFICES

WHEREAS, Human Resource and Administrative Service (HRAS) submitted Purchase Requests for the Lease of Office Spaces for the Department of Trade and Industry with the following details:

Office/Bureau	Location	Approved Budget for the Contract
National Capital Region Office (NCRO) Area 3	3F Lux Center, 986 Stanford St., Cor. EDSA, Mandaluyong City	PhP3,300,000.00
DTI-HRAS Warehouse	FTI Complex, Taguig City	PhP6,500,000.00
Competitiveness Bureau (CB), Bureau of Trade and Policy Research (BTIPR), and Philippine Accreditation Bureau (PAB)	Accelerando Building, 395 Senator Gil Puyat Ave., Makati City	PhP37,700,000.00
Board of Investments (BOI)	I&I Building, 385 Senator Gil Puyat Ave., Makati City	PhP18,600,000.00
Bureau of Import Services (BIS)	3F Tara Building, 389 Senator Gil Puyat Ave., Makati City	PhP17,700,000.00
Fair Trade and Enforcement Bureau (FTEB)	UPRC Building, 315 Senator Gil Puyat Ave., Makati City	PhP29,900,000.00
National Capital Region Office (NCRO)	2F Metro House Building, 345 Senator Gil Puyat Ave., Makati City	PhP10,500,000.00
Fair Trade and Enforcement Bureau (FTEB) Warehouse	2272 Chino Roces Extension, Makati City	PhP4,100,000.00

20th day of December 2023

BIDS AND AWARDS COMMITTEE

DTI Main Office	Trade and Industry Building, 361 Sen. Gil Puyat Ave., Makati City	PhP118,900,000.00
DTI International Building	375 Senator Gil Puyat Ave., Makati City	PhP53,400,000.00

WHEREAS, this is an Early Procurement Activity (EPA) and is included in the 2024 DTI Annual Procurement Plan (APP);

WHEREAS, as a general rule, R.A. 9184 and its Implementing Rules and Regulations (IRR) require the procuring entities to adopt public bidding as the general mode of procurement and alternative mode shall be resorted to only in the highly exceptional cases provided in the IRR of R.A. 9184;

WHEREAS, after evaluating the nature of the requirement, same may be procured through an alternative mode of procurement pursuant to Section 48.1 of the IRR of R.A. 9184 which states that "subject to the prior approval of the Head of the Procuring Entity, and whenever justified by the conditions provided in this Act, the procuring entity may, in order to promote economy and efficiency, resort to any of the alternative methods of procurement provided in this Rule. In all instances, the procuring entity shall ensure that the most advantageous price for the Government is obtained."

WHEREAS, Section 53 of the Implementing Rules and Regulations (IRR) of Republic Act No. 9184 allows procuring entities to adopt Section 53.10 (Lease of Real Property and Venue) for the lease of real property and venue for official use subject to Annex H of IRR of RA 9184;

WHEREAS, HRAS recognizes the need for office spaces that are economical to the government and located in a suitable area in relation to the mandate of the office;

WHEREAS, the existing lessors of the office spaces of DTI are:

Name of the Lessor	Office/Bureau	Location
BC Manila Corporation	National Capital Region Office (NCRO) Area 3	3F Lux Center, 986 Stanford St., Cor. EDSA, Mandaluyong City
Food Terminal Inc.	DTI-HRAS Warehouse	FTI Complex, Taguig City
Hai Pin Group Ventures Inc.	Competitiveness Bureau (CB), Bureau of Trade and Policy Research (BTIPR), and Philippine Accreditation Bureau (PAB)	Accelerando Building, 395 Senator Gil Puyat Ave., Makati City
National Development Company	Board of Investments (BOI)	I&1 Building, 385 Senator Gil Puyat Ave., Makati City

Tara Property Ventures, Inc.	Bureau of Import Services (BIS)	3F Tara Building, 389 Senator Gil Puyat Ave., Makati City
United Philippine Realty Corporation	Fair Trade and Enforcement Bureau (FTEB)	UPRC Building, 315 Senator Gil Puyat Ave., Makati City
Univille Development Corporation	National Capital Region Office (NCRO)	2F Metro House Building, 345 Senator Gil Puyat Ave., Makati City
	Fair Trade and Enforcement Bureau (FTEB) Warehouse	2272 Chino Roces Extension, Makati City
LSL Realty Development Corporation	DTI Main Office	Trade and Industry Building, 361 Senator Gil Puyat Ave., Makati City
Vita Realty Corporation	DTI International Building	375 Senator Gil Puyat Ave., Makati City

WHEREAS, HRAS provided Cost-Benefit Analysis (CBAs) between each of the existing and potential office spaces and it was proven that it will be more advantageous for the government to renew the contracts with the existing lessors;

Copies of the CBAs are hereto attached, marked as Annexes "A", "B", "C", "D", "E", "F", "G", "H", "I", and "J", and made an integral part hereof;

WHEREAS, pursuant to Annex H.9.d.ii of IRR of RA 9184, if the results of the CBA, conducted by the end-user, continue to favor the existing lessor, then the Head of the Procuring Entity (HoPE) may simply renew its lease contract.

NOW, THEREFORE, we, the Members of the Bids and Awards Committee **RESOLVE**, as it is hereby **RESOLVED** to recommend to the Head of Procuring Entity (HOPE):

1. The approval of the renewal of contract for **Lease of Office Spaces for the Department of Trade and Industry** for the period of 01 January 2023 to 31 December 2024 with the following details:


Office/Bureau	Location	Lessor	Contract Amount
National Capital Region Office (NCRO) Area 3	3F Lux Center, 986 Stanford St., Cor. EDSA, Mandaluyong City	BC Manila Corporation	PhP3,250,562.34
DTI-HRAS Warehouse	FTI Complex, Taguig City	Food Terminal Inc.	PhP6,443,431.20
Competitiveness Bureau (CB), Bureau of Trade and Policy Research (BTIPR), and Philippine Accreditation Bureau (PAB)	Accelerando Building, 395 Senator Gil Puyat Ave., Makati City	Hai Pin Group Ventures Inc.	PhP37,667,362.40

Board of Investments (BOI)	I&1 Building, 385 Senator Gil Puyat Ave., Makati City	National Development Company	PhP18,594,109.85
Bureau of Import Services (BIS)	3F Tara Building, 389 Senator Gil Puyat Ave., Makati City	Tara Property Ventures, Inc.	PhP17,654,496.34
Fair Trade and Enforcement Bureau (FTEB)	UPRC Building, 315 Senator Gil Puyat Ave., Makati City	United Philippine Realty Corporation	PhP29,858,119.85
National Capital Region (NCRO)	2F Metro House Building, 345 Senator Gil Puyat Ave., Makati City	Univille Development Corporation	PhP10,446,344.55
Fair Trade and Enforcement Bureau (FTEB) Warehouse	2272 Chino Roces Extension, Makati City		PhP4,069,899.92
DTI Main Office	Trade and Industry Building, 361 Senator Gil Puyat Ave., Makati City	LSL Realty Development Corporation	PhP118,800,521.82
DTI International Building	375 Senator Gil Puyat Ave., Makati City	Vita Realty Corporation	PhP53,308,589.14


2. This is an early procurement subject to approval and release of the approved FY 2024 GAA.

RESOLVED this 20th day of December 2023 at the City of Makati.


ATTY. AGATON TEODORO O. UVERO
Assistant Secretary
Chairperson


 Digitally signed by
 Cruz Joel
 Reyes


JOEL R. CRUZ
Director
Vice-Chairperson


 Digitally signed by Ma.
 AsuncionCruz
 ada

MARIA ASUNCION H. CRUZADA
Director
Member




ROBERT ALVIN T. ARCEO
Director
Member


NEIL P. CATAJAY
Director
Member

Catajay Neil
Pinuela

Approved by:

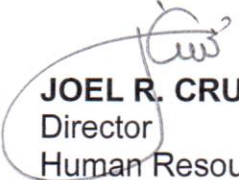

Digitally
signed by
Guevarra
Lydia Roxas

LYDIA R. GUEVARRA
Director
Head of Procuring Entity



MEMORANDUM

FOR : **AGATON TEODORO O. UVERO**
Assistant Secretary
Bids and Awards Committee Chairperson

FROM :  **JOEL R. CRUZ**
Director
Human Resource and Administrative Service

DATE : 24 November 2023

SUBJECT : **Request for the adoption of Alternative Mode of Procurement for the 2024 Renewal of Contract Lease**

This is to request the Department of Trade and Industry – Bids and Awards Committee (DTI-BAC) to provide clearance to enter into an Alternative Mode of Procurement to engage the services of the following lessors for the provision of office space.

- a. BC Manila Corporation
- b. Food Terminal, Inc.
- c. HAI PIN Group Ventures Inc.
- d. National Development Company
- e. Tara Property Ventures Inc. - BIS
- f. United Philippine Realty Corporation (UPRC)
- g. Univille Development Corporation – Metro House
- h. Univille Development Corporation – Warehouse
- i. LSL Realty Development Corporation
- j. Vita Realty Corporation

Attached are the pertinent documents for your perusal:

1. Purchase Request
2. Cost-Benefit Analysis
3. Summary of Computation
4. Draft Contract of Lease

For your approval.

Thank you.

HUMAN RESOURCE AND ADMINISTRATIVE SERVICE



HRAS - PROCUREMENT

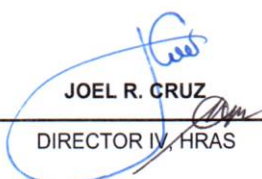
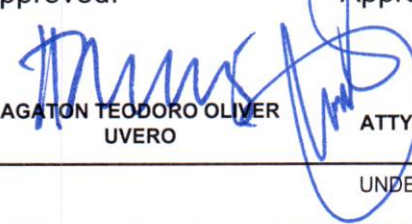
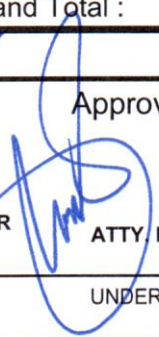
PURCHASE REQUEST - SERVICES

Department: Department of Trade and Industry PR No.: 65385 Date: 11/21/2023
Bureau: HRAS SAI No.: _____ Date: 11/21/2023

Job Description	Total Cost
Rental of Office Space for the period of 01 January to 31 December 2024, located at 385 Sen. Gil J. Puyat Ave., Makati City with a total area of 1,753.87 sqm.	18,600,000.00

Grand Total : 18,600,000.00

Purpose: Office Rental

Signature: Printed Designation	Requested by:	Approved:	Approved:
	 JOEL R. CRUZ DIRECTOR IV, HRAS	 AGATON TEODORO OLIVER UVERO	 ATTY. RUTH B. CASTELO UNDERSECRETARY, CPG

NDC (Boi)

1 / 1

Department of Trade and Industry
Human Resource and Administrative Services
Procurement Management DivisionRECEIVED
DEC 19 2023By: Jay
Time: 2:51pm

NATIONAL DEVELOPMENT COMPANY			
Nature of Contract	LOCATION/ BUILDING	OFFICE/ BUREAU	Address of Leased Area
OFFICE RENTAL	I & I Bldg.	BOI	385 Sen. Gil J. Puyat Ave, Makati

2024 COMPUTATION											
Particulars	SQM/	Rate/ SQM		Esc. Rate							
	Slot	2023	2024		NET Monthly Rate	VAT	GROSS MONTHLY AMOUNT	Contract Duration	Number of Months	TOTAL AMOUNT (GROSS)	
Office Area	1,454.52	577.70	612.36	6%	890,689.87	106,882.78	997,572.65	01 Jan - 31 Dec 2024	12	11,970,871.80	
Penthouse	299.35	577.70	612.36	6%	183,309.97	21,997.20	205,307.17			2,463,686.04	
Assessment Due	1,753.87	30.00	30.00	0%	52,616.10	-	52,616.10			631,393.20	
Parking Slot	13	3,500.00	3,500.00	0%	45,500.00	5,460.00	50,960.00			611,520.00	
					1,172,115.94	140,653.91	1,312,769.84	TOTAL RENTAL FEE		12	15,677,471.04

OTHER FEES:

Guarantee Deposit	Due for 2024	Equivalent to 2x NET monthly rate	2,238,999.67
			2,238,999.67

Net Annual Fee	
01 Jan - 31 Dec 2024	14,065,391.20

DST	First 2000 of NET Annual Fee	2.00 per 1000 thereafter	6.00
			28,126.78
TOTAL DST			28,132.78

TOTAL AMOUNT FOR OBLIGATION 17,944,603.49

Prepared by:

Rayina E. Dalumpines
Administrative Officer IV

Checked by:

Cassandra A. Mata
Chief Administrative Officer

Noted by:

Joel R. Cruz
Director, HRAS

COST-BENEFIT ANALYSIS FOR RENEWAL OF OFFICE LEASE FOR BOI - MAKATI

	EXISTING OFFICE SPACE	POTENTIAL OFFICE SPACE	REMARKS
Building Address	385 Sen. Gil Puyat Ave., Makati City	Ayala Avenue, Makati City	Potential office space was selected based on its proximity and total leasable area closest to the existing office.
Company Name	NATIONAL DEVELOPMENT COMPANY.		
Floor Area (Leasable)	1,753.87 SQM	1,947.95 SQM	
No. of Parking Slot (Available)	13	10	
Rate per SQM	612.36	780	
Estimate Annual Cost (in PHP)			
Annual Rental Fee (VAT Inc.)	15,677,471.04	25,520,429.76	
Estimated Fit-Out Cost (in PHP)			
Escalation Rate from January to June 2023	649,506.36	N/A	
Security Deposit	2,238,999.67	N/A	
DST	28,132.78	N/A	
Renovation Cost (in PHP)	N/A	19,479,500.00	P 10,000.00/ SQM
Dismantling/ Installation cost for office fixtures	N/A	3,038,500.00	Php29,500.00 per employee office furniture (workstation, chair, mobile pedestal, and other cost-shared furniture in an office – conference table/chair, sofa, etc.); Existing head count of employees including JOCOS is 103.
Trucking/ Hauling Cost	N/A	450,000.00	P 15,000.00 per trip for 10 –wheeler trucks. The estimated # of trips is 30 trips per 1,000.00 sqm office space

TOTAL ESTIMATED COST FOR 2024 (in PHP)

18,594,109.85

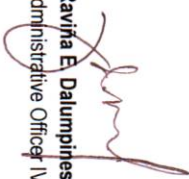
50,920,930.03

REMARKS:


1. The available potential office space for lease was able to meet the required SQM as it is bigger by 194.08sqm.
2. Aside from the additional Renovation, Dismantling and Trucking/Hauling costs in the table above, overhead expenses for electricity and manpower services i.e. janitorial, security & OT services of DTI Employees may be incurred during relocation.

FINAL RECOMMENDATION: Retain contract with existing lessor for 2024.

Prepared by:


Ravina E. Dalumpines
Administrative Officer IV

Checked by:


Cassandra A. Mata
Chief Administrative Officer, HRAS - GSD

Noted by:


Joel R. Cruz
Director, HRAS

Approved by:


Aseel Agaton Teodoro O. Uvero
Supervising Head, MSG

March 5, 2024

MR JOEL R. CRUZ
Director
Department of Trade and Industry (DTI)
GF, Trade and Industry Building
361 Sen. Gil J. Puyat Avenue,
Makati City

Dear **Director Cruz**:

We provide you with a notarized copy of the Contract of Lease between NDC and DTI covering its lease of office and parking spaces at the Industry and Investments Building for a period of one (1) year, reckoned from January 1, 2024, to December 31, 2024.

Thank you.

Very truly yours,



GENEFLOR L. SANTIAGO-LUMBANG
Assistant General Manager
Asset Management Group