

## CONTRACT AGREEMENT ON WAREHOUSE RENTAL

KNOW ALL MEN BY THESE PRESENT:

This agreement entered into this 1st day of May 2022 by and between:

The **GC WAREHOUSE** represented by owner **Mr. Sherman Go Sy** Owner / Proprietor of warehouse and with address Labangan Poblacion, San Jose, Occidental Mindoro at herein referred as to the **LESSOR**;

-and-

The **DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT - FIELD OFFICE IV MiMaRoPa**, an executive department and line agency duly created and existing under Philippine laws, with office address at **1680 F. T. Benitez St. Malate, Manila**, represented by Regional Director **FERNANDO R. DE VILLA JR., CESO III** herein referred as the **LESSEE**.

**-WITNESSETH, That -**

**WHEREAS**, the **LESSOR** is the absolute legal owner of the warehouse located at Labangan Poblacion, San Jose, Occidental Mindoro herein referred to as "Premises".

**WHEREAS**, the **LESSOR** has agreed to on lease and **DSWD** has agreed to take on lease of the Premises on the terms and conditions herein after contained.

**NOW THEREFORE**, the **LESSOR** and **LESSEE** agree on the following:

### ARTICLE I LEASE PERIOD

1. The **LESSOR** shall lease the Premises with **300 sq meters** to the **LESSEE** for the period **May 1, 2022 – December 31, 2022**.
2. This **Contract Agreement** shall remain firm and binding and shall not be terminated before the expiration of the aforementioned lease period unless otherwise agreed by both parties.

### ARTICLE II RENT

1. The rent for the Premises is hereby fixed at **FIFTY-FIVE THOUSAND PESOS ONLY (PHP 55, 000.00) per month inclusive of all applicable taxes** and shall not be revised during the lease period; and
2. All payments shall be effected to the **LESSOR's** bank account.

FERNANDO R. DE VILLA JR., CESO III  
Regional Director

SIOKHOY ONG GO  
Proprietor

### ARTICLE III SECURITY DEPOSIT

1. Upon signing of this lease contract, the **LESSEE** shall also deposit with the **LESSOR** as Security Deposit, an amount equal to one month rental amounting to **FIFTY-FIVE THOUSAND PESOS ONLY (Php 55, 000.00)**.

2. The Security Deposit shall be kept by the **LESSOR** during the term of the lease to answer for unpaid bills, e.g. Water, electricity, telephone or for damages to the premises not due to natural wear and tear. After sixty (60) days from termination of this lease, the Security Deposit, net of said unpaid bills and costs of repairs to the premises shall be refunded to the **LESSEE** without interest. Should the Security deposit be insufficient, the **LESSEE** shall be further liable to pay and answer for the balance.

### ARTICLE IV EXTENSION

1. This **Agreement** shall be extended by any period of time as agreed between the **LESSOR** and the **LESSEE** on the same terms and conditions, or any such terms agreed between the Parties at the time.

### ARTICLE V OBLIGATION OF THE LESSOR

1. The **LESSOR** covenants that it shall:

- The **LESSOR** shall maintain the cleanliness and orderliness of the warehouse to ensure good ventilation to avoid rodents and pest's infestation. The **LESSOR** shall provide enough space between food and non-food items for easy repacking;
- The **LESSOR** shall deliver or release the goods to the Procuring Entity upon termination of this Agreement. The **LESSOR** shall not deliver or release the goods to someone who is not lawfully entitled to the possession of them. The goods shall only be released to the **LESSEE** through its authorized representatives specified in the non-negotiable warehouse receipt or other written authority from the **LESSEE**;
- In case the **LESSOR** refuses or fails to deliver or release the goods in compliance with a demand by the **LESSEE**, when exercising warehouse lien, the burden shall be upon the **LESSOR** to establish the existence of a lawful excuse for such refusal;
- The **LESSOR** may not assign this Agreement, or any of its rights and obligations arising from this Agreement;
- Except in cases expressly specified by law and this Agreement, the **LESSOR** shall not be responsible for force majeure or those events which could not be foreseen, or which, though foreseen, were inevitable.

FERNANDO K. DEVILLA JR., CESO III  
Regional Director

SIOK HOY ONG GO  
Proprietor

**ARTICLE VI  
OBLIGATIONS OF THE LESSEE**

1. The **LESSEE** covenants that it shall:

- Pay the agreed amount of rent at the time and in the manner provided for hereunder;
- Take proper care of the Premises throughout the period of lease, and be responsible to the actions of the **LESSEE**. The **LESSOR** shall not be held responsible either for any loss or damage on the Premises resulting from natural and man-made disaster, including riots, strikes and civil commotions or any risk unless caused by the **LESSOR**, its agents and employees;
- The **LESSEE** shall shoulder all periodic expenses for telephone, water, electricity and others without necessity of demand during the lease period;
- The **LESSEE** shall not keep, store, deposit in the premises any unlawful substances, i. e. illegal drugs, contraband, obnoxious substances, explosive materials or anything of a highly inflammable nature nor install therein any apparatus, machinery or equipment which may expose the leased premises to fire. The **LESSEE** agrees to comply with the provisions embodied in the insurance policy covering the leased premises a copy of which shall be provided by the **LESSOR**;
- Not to make major alterations in or in additions to the Premises without prior written consent of the **LESSOR**. However, it is agreed that the **LESSEE** shall have the right to build/ install, at its own cost, minor structures, additions and signs, to make small alterations and/ or attach fixtures in or upon the premises as long as the **LESSEE** undertake to restore Premises, at the **LESSOR's** request to the same conditions as that existing at the time of taking possession of the Premises;
- The **LESSOR** hereby understands and agrees that the **LESSEE** may allow to use the Premises by other entities. Without prejudice to the above, the **LESSEE** shall not sub-let the Premise to Third Parties without the consent of the **LESSOR**;

**ARTICLE VII  
TERMINATION**

1. Failure by either party to fulfil the obligations stipulated in this Agreement may be a cause for termination, provided, however, that the defaulting party shall be given an opportunity to remedy the default within the reasonable period of time.
2. The Contract may also be terminated by the **LESSEE** with immediate effect should the Premises be damaged by the natural and man-made disasters, war or riot, weather entirely or to an extent rendering them unsuitable for its intended use. If the **LESSEE** chooses to remain in the Premises rendered partially untenable, a proportionate reduction of the prevailing rental payments shall be applied, and an amended lease agreement shall be signed within thirty (30) days of the occurrence of damage.
3. Here the agreement is terminated due to the cause referred to in the preceding paragraph, the balance of any advance rental payments shall refunded to the **LESSEE** within thirty (30) days of termination; and,
4. This **CONTRACT** may also be terminated at the **LESSEE's** sole discretion and without penalty by giving written notice to the **LESSOR** at least sixty (60) days in advance.

FERNANDO R. DE VILLA JR., CESO III  
Regional Director

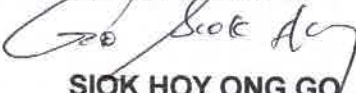
SIOKHOY ONG GO  
Proprietor

**ARTICLE IX  
DISPUTE RESOLUTION**

1. This Agreement and any dispute arising from it shall be governed by the general principals of law. Should any dispute arise between the Parties regarding this MOA or circumstances related to this Agreement, attempts shall be made to resolve these through conciliation. The conciliation shall be undertaken in accordance with the provision of the Civil Code of the Philippines and such other applicable laws, rules and regulations.

IN WITNESS WHEREOF, the Parties hereto have signed this **AGREEMENT** on MAY 11 2022 in, CITY OF MANILA.

For the LESSOR:

  
**SIOK HOY ONG GO**  
Proprietor / Owner

For the LESSEE:

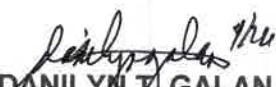
  
**FERNANDO R. DE VILLA JR., CESO III**  
Regional Director

**WITNESSES**

  
**GC WAREHOUSE**

  
**JOEL S. MIJARES**  
OIC- Asst Regional Director for Admin

Availability of funds is hereby certified:

  
**DANILYN T. GALAN**  
AO IV/ OIC – Head, Accounting Section

REPUBLIC OF THE PHILIPPINES)  
MANILA ) S.S

BEFORE ME, a Notary Public for and in CITY OF MANILA on this MAY 11 2022 day  
of \_\_\_\_\_ 2022 personally appeared the following with their respective proof of  
identification;

FERNANDO R. DE VILLA JR., CESO III  
Regional Director

ID No. : \_\_\_\_\_  
Place Issued : \_\_\_\_\_  
Date Issued : \_\_\_\_\_

SIOK HOY ONG GO  
Proprietor

ID No. : 099392  
Place Issued : CITY OF MANILA  
Date Issued : OCT 24 2014


Both known to me to be the same people who executed the foregoing  
instrument and who acknowledge to me that the same is their own free will and  
voluntary act and deed.

This agreement consisting of five (5) pages signed by the parties and  
their instrumental witness in all pages refer to an **AGREEMENT** for the **Rental**  
of **Warehouse** by the **LESSEE**.

**WITNESS MY HAND AND NOTARIAL SEAL** on the date and place  
first written.

NOTARY PUBLIC

Doc. No. 207  
Page No. 43  
Book No. 5  
Series of 2022

  
**ATTY. GILBERTO B. PASIMANERO**  
Notary Public Until June 30, 2022  
Notarial Commission 2020 - 030  
IBP# 168721 Pasig - 10-14-2022  
PTR# 0154719 Mla.- 1-3-2022  
Roll# 25473, TIN# 103-098-346  
MCLE Compl. No. VI-0011418 until 4-14-2022

Purpose: Warehouse Rental for the Province of Occidental Mindoro.

Item No.	Qty	Unit	Purchaser's Requirements	DAISY SORIANO BAUTISTA			GC WAREHOUSE			HNR SPACE RENTAL		
				Bidder's Specification	Unit Cost	Total Cost	Bidder's Specification	Unit Cost	Total Cost	Bidder's Specification	Unit Cost	Total Cost
1	10	months	WAREHOUSE RENTAL FOR THE PROVINCE OF OCCIDENTAL MINDORO	Not interested		0.00	Per Month	55,000.00	550,000.00	Not interested		0.00
			Place: <i>Duracourt Malaga</i>	Note: Available Warehouse 180 sq.m.			Drive way and lane					
			RATING FACTORS (Warehouse must pass the rating factor of 85% to consider the bid responsive)				Two (2) parking slot					
			I. PREVAILING RENTAL RATE AND AVAILABILITY (35%)				Toilet inside the warehouse					
			> Must not exceed of Approved Budget for the Contract Php60,000.00/month				Two (2) fluorescent 40watts					
			> With more or less 300 sq.m. floor area				Guard available (24hrs.)					
			II. LOCATION AND SITE CONDITION (25%)				Floor elevated					
			> Must have access roads for vehicle and trucks									
			III. FACILITIES AND AMENITIES (25%)									
			> With safe parking space for vehicle									
			> With available water supply									
			> With good lighting system									
			IV. FUNCTIONALITY (15%)									
			> With enough space that can accommodate and safeguard the stockpile									
			> Flood free and good drainage system									
			V. SECURITY, CLEANLINESS AND MAINTENANCE (10%)									
			> Good structural condition									
			> Concrete, safe and with clean surroundings									
			ONE (1) MONTH SECURITY DEPOSIT					55,000.00	55,000.00			
			>>>> NOTHING FOLLOWS <<<<<									
			Approved Budget for the Contract: Php660,000.00									
			Page 1 of 1						605,000.00			0.00

Deliberated upon by the DSWD - BIDS COMMITTEE (DSWD-BAC) on 03-10-21 and

*recommends to be awarded to GC Warehouse as the sole responsive bid.*

*Approved by:*

**JAMUEL P. BALABOCO** BAC Member  
**IMEE S. ANUEVA** BAC Member  
**GENELIZ D. GABILAN** BAC Member  
**SOMIA R. DE LEON** BAC Vice Chairperson  
**SHEILA S. IAPIA** BAC Chairperson  
**PATRICK G. JARMIN** Alternate BAC Member  
**KHEEN MICHAEL G. SE** Alternate BAC Member  
**ANGELYN S. AGUNDO** Alternate BAC Member  
**FERNANDO R. DE VILLA, JR., CESO III** Regional Director