

DBC MACHINERIES CORPORATION
(LESSOR)

BY:


DANILO LEOPOLDO B. DELA CRUZ
President/General Manager

SIGNED IN THE PRESENCE OF:



MA. RUBY R. BARINQUE
(LESSOR)



JUDITH M. MOJICA
Manager, Controller's Department

NATIONAL POWER CORPORATION
(LESSEE)

BY:


ATTY. ROGEL T. TEVES
Vice President, Power Eng'g Services

CONTRACT NO. LOG MSSP 2023-07-051-ALC

CONTRACT FOR THE RENTAL OF OFFICE SPACE FOR PROJECT IMPLEMENTATION CLUSTER C IN CAGAYAN DE ORO CITY PR NO. S4-PIC22-017 / LRPV230523-NA00139

KNOW ALL MEN BY THESE PRESENTS:

This Contract, made and entered into in Quezon City, Philippines, by and between:

The **NATIONAL POWER CORPORATION**, a government-owned and controlled corporation duly organized and existing under and by virtue of Republic Act No. 6395, as amended, with principal address at the NPC Office Building Complex, BIR Road corner Quezon Avenue, Diliman, Quezon City, Philippines, represented herein by its Vice President, Power Engineering Services, **ATTY. ROGEL T. TEVES**, who is duly authorized to represent it in its transaction, referred to as LESSEE;

- and -

DBC MACHINERIES CORPORATION., a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office address at Mahayahay, 9200 Iligan City, Philippines, herein represented by its President/General Manager, **MR. DANILO LEOPOLDO B. DELA CRUZ**, who is duly authorized to represent it in this transaction, hereinafter referred to as the LESSOR.

WITNESSETH: That –

WHEREAS, NPC thru its OM, Project Management Department, PES, needs a contract for the Rental of Office Space for Project Implementation Cluster C for One (1) Year and Five (5) Months.

WHEREAS, LESSOR, after having represented and warranted itself as capable, competent and duly licensed to undertake the contract for the Rental of Office Space for Project Implementation Project C in Cagayan de Oro City for One (1) Year and Five (5) Months submitted the single calculated and responsive quotation in a Negotiated Procurement (Lease of Real Property and Venue) conducted by the Bids and Awards Committee on 23 May 2023 for said undertaking.

WHEREAS, NPC accepted the offer of the LESSOR.

NOW, THEREFORE, in view of the foregoing premises and in consideration of the mutual covenants stipulated hereinafter provided, the parties hereby agree as follows:

Contract between NPC and DBC Machineries Corporation
Rental of Office Space for Project Implementation Cluster C in Cagayan de Oro City
Contract No. LOG MSSP 2023-07-051-ALC

9

(LESSOR)

BY:

DANILO LEOPOLDO B. DELA CRUZ
President/General Manager

MA. RUBY R. BARINQUE
(LESSOR)

JUDITH M. MOJICA
Manager, Controller's Department

(LESSEE)

BY:

ATTY. ROCEL T. TEVES
Vice President, Power Eng'g Services

ARTICLE I
DOCUMENTS COMPRISING THE CONTRACT

The following documents are hereby incorporated and made integral part of this Contract as though fully written and set forth herein insofar as they are not inconsistent with the terms hereof:

1. The approved Purchase Requisition No. S4-PIC22-017 dated 17 November 2021;
2. Terms of Reference – Negotiated Procurement (Lease of Real Property and Venue);
3. LESSOR's Price Proposal dated 23 May 2023;
4. Post-Qualification Report dated 26 May 2023;
5. Notice of Award dated 10 July 2023;
6. Notice to Proceed; and
7. Other related/pertinent document hereto attached or on file in the office of NPC.

The documents mentioned above shall be collectively referred to as "Contract Documents."

In the event that there is any discrepancy between the provisions of the Contract and the Contract Documents mentioned above, the latter shall govern. Should there be any inconsistency/discrepancy, among the Contract Documents, the document with the latest date shall prevail.

1.0 LEASE DURATION

The lease contract shall be for a period of one (1) year and five (5) months.

2.0 SCOPE OF WORKS

1. The monthly rental of the leased premises is inclusive of all taxes and NPC shall pay one (1) month advance rental and one (1) month cash deposit which will cover for damages to the leased premises and other charges. It shall be applied as monthly payment of lease before the termination of the contract of lease, if no such damages and other charges will be made on the leased premises.
2. NPC shall bind itself to pay the lessor the monthly rentals every 5th day of the succeeding month without necessity of demand, either at the residence of the lessor or at the leased premises.
3. NPC shall pay for the consumption cost of public utility services such as water bills, electricity bills and that, in the event a notice of termination of contract is given, such utility services consumed by the NPC shall be settled.
4. The premises must be ready for occupancy.

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ATTY. ROGEL T. TEVES
Vice President, Power Eng'g Services

[Signature]
MA. RUBY R. BARINQUE
(LESSOR)

[Signature]
JUDITH M. MOJICA
Manager, Controller's Department

BY:

[Signature]
DANILO LEOPOLDO B. DELA CRUZ
President/General Manager

3.0 IMPROVEMENTS

1. NPC shall not make any structural change, alteration, or improvements in the leased premises, which shall modify in any way, the occupied premises without the previous written consent of the Lessor and should consent be given, any improvements, or alterations shall be the sole expense of the NPC and shall become the property of Lessor upon termination of the lease, except those which can be removed by NPC without causing damage or injury to the leased premises.
2. NPC should acknowledge that the leased premises are in good tenable condition and agrees to keep and maintain the same in such condition.
3. NPC shall not directly or indirectly sublease, assign, or transfer his right of lease over the leased premises or any portion thereof under any circumstances whatsoever, and any such contract made in violation of this clause shall be null and void.
4. NPC shall not place or store or cause to be placed or stored in the leased premises any inflammable materials which shall constitute fire hazard, nor place any object or obstruction along the corridors and hallways; nor store any goods, any merchandise considered contraband under the law.
5. NPC shall undertake to keep the premises clean and sanitary, avoid unnecessary noise and shall further comply with all existing laws, rules and regulations on sanitation, public health and safety.

4.0 MAINTENANCE, REPAIR AND REPLACEMENT

1. NPC shall well and sufficiently preserve, repair and maintain in good, clean tenable condition, at its own cost, the interiors of the unit, including the flooring, interior walls or other finishes, doors, windows, cables, conduits, wirings, sockets, electrical installations, and plumbing fixtures found in or about the Unit.
2. NPC shall, at its own expense, replace the light bulbs in the unit with the same type and wattage as well as repair or replace parts in the toilet tank with the same type and quality as that installed by the Lessor. The unit and all additions and installations supplied by Lessor shall be kept in a good, clean, working condition. NPC shall keep drains, pipes, sanitary or plumbing apparatus in the unit in good, clean and tenable condition.
3. NPC shall pay the Lessor the cost in cleaning, repairing or replacing any of the same when found to be blocked or stopped. NPC shall take all such steps and precautions at its

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Vice President, Power Eng'g Services

JUDITH M. MOJICA
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MA. RUBY R. BARINQUE
(LESSOR)

BY:

DANILO LEOPOLDO B. DELA CRUZ
President/General Manager

own cost to prevent the leased premises from becoming infested with termites, rats, mice, cockroaches or other pests or vermin. Should NPC fail to maintain the leased premises properly such that the same is infested with pests, Lessor may employ pests control services on the leased premises and charge the cost thereof to NPC. All minor repairs in the unit will be at NPC's sole expense. Major repairs not caused by or attributable to Supplier's failure or negligence shall be for NPC's sole account.

5.0 DAMAGE BY FORCE MAJEURE

1. If the leased premises shall be damaged partially by fire or other causes without the fault of NPC, the damages shall be repaired at the expense of the Lessor.

**ARTICLE II
PAYMENT**

Advance rental, cash deposit and initial monthly rental shall be paid within thirty (30) days after submission of, but not limited to statement of account and contract and in accordance with the Contract Documents in the total amount of **ONE MILLION TWO HUNDRED TWENTY NINE THOUSAND NINE HUNDRED FORTY FOUR PESOS AND 05/100 (Php 1,229,944.05) ONLY.**

**ARTICLE III
CONTRACT EFFECTIVITY**

The contract shall take effect immediately upon receipt of the Contract/NTP by the lessor sent through email/fax transmission receipt and as confirmed by the lessor's representative.

The lessor shall make available the leased premises within seven (7) calendar days upon receipt of NTP.

**ARTICLE IV
AGREEMENT MODIFICATION**

No modification, alteration or waiver of any provision of this agreement shall be binding upon the Parties unless evidenced by a written amendment signed by the Parties.

**ARTICLE V
WARRANTY CLAUSE**

LESSOR hereby warrants that he or his representative has not offered or paid, directly or indirectly, any government officer and NPC's official or employee any consideration or commission for the Contract nor has it or its representative exerted or utilized any corrupt or unlawful influence to secure or

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Vice President, Power Eng'g Services

JUDITH M. MOJICA
Manager, Controller's Department

MA. RUBY R. BARINQUE
(LESSOR)

BY:

DANILO LEOPOLDO B. DELA CRUZ
President/General Manager

solicit this Contract for any consideration or commission; that the LESSOR will not subcontract any portion or portions of the scope of Work of the Contract awarded to him to any official or employee of NPC and to the relatives within the third degree of consanguinity or affinity of NPC's officials who are directly and indirectly involved in Contract awards or project prosecution; and that if any commission is being paid to a private person; he shall disclose the name of said person and the amount being paid; and that any violation of this Warranty shall constitute a sufficient ground for the rescission of cancellation of this Contract or the reduction from the Contract Price of the consideration or commission paid without prejudice to the filing of civil, criminal or administrative action under the Anti-Graft Law and other applicable laws against the LESSOR and/or his representative and concerned NPC officials and employees.

ARTICLE VI
JOINT AND SEVERAL LIABILITY

The liability of the LESSOR and/or any and all of the entities representing it on any manner under this Contract or relating thereto is joint and several and for this reason NPC may proceed against any or all of them.

ARTICLE VII
VALIDITY

If any term or condition of this Contract is held invalid or contrary to law, the validity of the other terms and conditions hereof shall not be affected thereby.

ARTICLE VIII
GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

ARTICLE IX
VENUE OF ACTION

The parties hereto agree that the venue of action for any cause or causes of action which may arise from this Contract shall be exclusively the proper court of Quezon City, Philippines, only.

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IN WITNESS WHEREOF, the parties hereto have signed these presents on this 23rd day August, 2023 Quezon City, Philippines.


NATIONAL POWER CORPORATION
(LESSEE)

DBC MACHINERIES CORPORATION
(LESSOR)

BY:

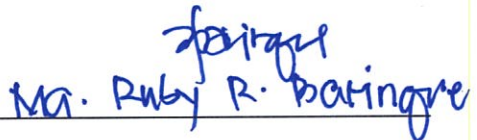
BY:


ATTY. ROGEL T. TEVES
Vice President, Power Engineering Services

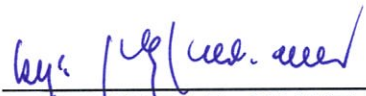


DANILO LEOPOLDO B. DELA CRUZ
President/General Manager

SIGNED IN THE PRESENCE OF:


JUDITH M. MOJICA
Manager, Controller's Dept.


MA. RUBY R. BATINGORE
(LESSOR)

FUNDS AVAILABLE:


LOLITA B. CHAVEZ
OIC, Controller's Dept.


CBI # FPD-24-07-5313
₱ 723,496.50

ICM Non-OMA (G)

CERTIFIED FUNDS AVAILABLE	
PERIOD	: 2023
JOB ORDER	: AS G 069
COST CENTER	: 5300303
AMOUNT	: ₱ 506,447.55

CFA - June - Dec. 2023 (7-mos.)

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ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)


)S.S

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this day of AUG 23 2023, 2023, personally appeared **ATTY. ROGEL T. TEVES**, with **NPC Identification No. APW1300013** acting in his capacity as **Vice President, Power Engineering Services, NATIONAL POWER CORPORATION**, known to me and to me known to be the same persons who executed the foregoing instrument consisting of eight (8) pages, signed by both parties and their instrumental witnesses and he acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

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

Doc. No. 94 :
Page No. 20 :
Book No. 2 :
Series of 2023

Notary Public
Until December 31, 2023
IBP Lifetime No: _____
PTR No.: _____


ATTY. RODOLFO M. DE GUZMAN, JR.
Notary Public for Quezon City
Commission No. NP-339(2023-2024)
Commission Expires on 31 December 2024
Roll No. 44291
IBP No. 307796; 01/31/2023; Tarlac
PTR No. 4028415; 01/03/2023; Quezon City
MCLE No. VII-0016459; 4/27/2022; Pasig City
4th Floor NPC Office Building
Quezon Ave. cor. BIR Road
Diliman, Quezon City

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ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
ILIGAN CITY

) S.S.

BEFORE ME, a Notary Public for and in ILIGAN CITY Philippines this
04th day of AUGUST, 2023, personally appeared **MR. DANILO LEOPOLDO B. DELA CRUZ, President/General Manager, DBC MACHINERIES CORPORATION** with Identification Document in the form of Government ID No. OSCA NO. 10388 issued by 07/18/23 known to be the same person who executed the forgoing instrument consisting of eight (8) pages including this page whereon the acknowledgements are written, all pages signed by the parties and their instrumental witnesses, and he acknowledge to me that the same is his free and voluntary act and deed and that of the Corporation she represents.

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

Notary Public
Until December 31, 2023
IBP Lifetime No.: _____
PTR No.: _____



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