

SIGNED IN THE PRESENCE OF:
SIMON AGRIBUSINESS CORPORATION
(LESSOR)

SIGNED IN THE PRESENCE OF:
NATIONAL POWER CORPORATION
(LESSEE)


GENEVIEVE C. LIM
Manager

BY:


AILEEN DELA CRUZ
(LESSOR)


ALEXANDER P. JAPON
Vice President, Admin and Finance
(LESSEE)


FERNANDO MARTIN Y. ROXAS
President and CEO

CONTRACT NO. LOG MSSP 2023-03-027-MDC

**RENTAL OF OFFICE BUILDING FOR SPUG VISAYAS
OPERATIONS DEPARTMENT IN MANDAUE CITY
PR NO. S2-VOD23-002 / LRPV230309-NA00048**

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 BIR Road corner Quezon Avenue, Diliman, Quezon City, Philippines, represented herein by its President and CEO, **MR. FERNANDO MARTIN Y. ROXAS**, who is duly authorized to represent it in its transaction, referred to as LESSEE;

- and -

SIMON AGRIBUSINESS CORPORATION, a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office address at 8 S.E. Jayme St., Paknaan, Mandaue City, Cebu, Philippines, herein represented by its Manager, **MS. GENEVIEVE C. LIM**, who is duly authorized to represent it in this transaction, hereinafter referred to as the LESSOR.

WITNESSETH: That –

WHEREAS, NPC thru its SPUG Visayas Operations Department, needs a contract for the Rental of SPUG Visayas Office for nine (9) months for SPUG Visayas Operations Department.

WHEREAS, LESSOR, after having represented and warranted itself as capable, competent and duly licensed to undertake the contract for the Rental of Office Building for SPUG Visayas Operations Department in Mandaue City for nine (9) months for 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 09 March 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 Simon Agribusiness Corporation
Rental of Office Building for SPUG Visayas Operations Department in Mandaue City
Contract No. LOG MSSP 2023-03-027-MDC

BY:  GENEVIEVE C. LIM
Manager

BY:  AILEEN DE LA CRUZ
(LESSOR)

ALEXANDER P. JAPON
Vice President, Admin and Finance
(LESSEE)

 FERNANDO MARTIN Y. ROXAS
President and CEO

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. S2-VOD23-002 dated 04 October 2022;
2. Terms of Reference – Negotiated Procurement (Lease of Real Property and Venue – 53.10);
3. LESSOR’s Price Proposal dated 08 March 2023;
4. Post-Qualification Report dated 20 March 2023;
5. Notice of Award dated 30 March 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. In case of inconsistencies among the Contract Documents, the latest dated documents shall prevail.

1.0 LEASE DURATION

The lease contract shall be for a period of **nine (9) months**. It should be understood that such contract can be terminated any time after the first three (3) months minimum period at the discretion of NPC. The Lessor shall be advised in writing not less than fifteen (15) calendar days before the intended date of termination.

2.0 SCOPE OF WORK

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, telephone bills and that, in the event a notice of termination of contract is given, such utility services consumed by the NPC shall be settled.

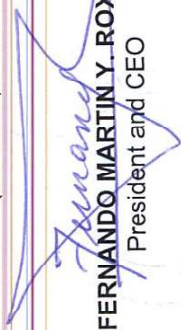
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Contract No. LOG MSSP 2023-03-027-MDC

NATIONAL POWER CORPORATION
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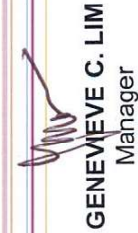
BY:


FERNANDO MARTIN Y. ROXAS
President and CEO


ALEXANDER P. JAPON
Vice President, Admin and Finance
(LESSEE)


AILEEN DELA CRUZ
(LESSOR)

BY:


GENEVIEVE C. LIM
Manager

- The premises must be ready for occupancy.

3.0 IMPROVEMENTS

- NPC shall not make any structural change, alterations, or improvements in the leased premises, which shall modify or either in away, 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.
- NPC should acknowledge that the leased premises are in good tenable condition and agrees to keep and maintain the same in such condition.
- NPC shall not directly or indirectly sublease, assign, or transfer its 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.
- 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 or merchandise considered contraband under the law.
- NPC shall undertake to keep the premises clean and sanitary, devoid 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

- NPC shall well and sufficiently preserve, repair and maintain in good, clean and 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.
- 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, and working condition. NPC shall keep drains, pipes, sanitary or plumbing apparatus in the unit in good, clean and tenable condition.
- 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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President and CEO


ALEXANDER P. JAPON
Vice President, Admin and Finance
(LESSEE)


AILEEN DELA CRUZ
(LESSOR)


GENEVIEVE C. LIM
Manager

BY:

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 Lessor'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 amount of and not exceeding **FOUR MILLION FIVE HUNDRED SEVENTY SEVEN THOUSAND NINE HUNDRED FIFTY NINE PESOS AND 80/100 (Php 4,577,959.80) ONLY.**

**ARTICLE III
CONTRACT EFFECTIVITY**

The contract shall take effect immediately upon receipt of the Contract/NTP by the lessor sent through fax/e-mail as evidenced by the fax transmission receipt/e-mail confirmation 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
WARRANTY CLAUSE**

LESSOR hereby warrants that her 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 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 her 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; she 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

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President and CEO


ALEXANDER P. JAPON
Vice President, Admin and Finance
(LESSEE)

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 V
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 VI
PRE-TERMINATION

Notwithstanding any provision to the contrary, NPC has the right to terminate, cancel and/or rescind this contract motu proprio, without need of judicial action, in case of breach thereof by the LESSOR, by giving at least fifteen (15) day written notice, which shall be final and binding on all parties. Upon receipt of NPC's notice, the LESSOR cannot remove, withdraw or pull-out any equipment, machinery, tool, material and supply brought to the project site without the written approval of NPC.

Provided that, NPC must remove the equipment, machinery, tool, material and supply within fifteen (15) days from the effectivity of the pre-termination.

Any misrepresentation made by the LESSOR in the submission of documents, or suppression of material facts, which if known could have disqualified the LESSOR gives NPC the immediate right or recourse to motu proprio, without need of judicial action, rescind, abrogate or otherwise terminate the Contract.

Within thirty (30) days after termination, cancellation or rescission of this Contract, the Parties shall settle their respective accountabilities as of the date of termination, cancellation, or rescission, including the refund of any and all advances made, plus legal interest from the date of receipt of the amount or amount advanced.

ARTICLE VII
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 to thereto is joint and several and for this reason NPC may proceed against any or all of them.

ARTICLE VIII
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.

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X

SIMON AGRIBUSINESS CORPORATION
(LESSOR)

BY:

[Signature]
GENEVIEVE C. LIM
Manager

**ARTICLE IX
GOVERNING LAW**

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

**ARTICLE X
VENUE OF ACTIONS**

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.

IN WITNESS WHEREOF, the parties hereto have signed these presents on this 29th day of September, 2023, Quezon City, Philippines.

NATIONAL POWER CORPORATION
(LESSEE)

SIMON AGRIBUSINESS CORPORATION
(LESSOR)

BY:

BY:

[Signature]
AILEEN DELA CRUZ
(LESSOR)

[Signature]
FERNANDO MARTIN Y. ROXAS
President and CEO

[Signature]
GENEVIEVE C. LIM
Manager

SIGNED IN THE PRESENCE OF:

ALEXANDER P. JAPON
Vice President, Admin and Finance
(LESSEE)

[Signature]
ALEXANDER P. JAPON
Vice President, Admin and Finance
(LESSEE)

[Signature]
AILEEN DELA CRUZ
(LESSOR)

FUNDS AVAILABLE:

CERTIFIED FUNDS AVAILABLE	
PERIOD	2023
JOB ORDER	MC 069
COST CENTER	6582005
AMOUNT	P 4,577,959.80

[Signature]
LOLITA B. CHAVEZ
OIC. DM - CONTROLLERS

SIGNED IN THE PRESENCE OF:

NATIONAL POWER CORPORATION
(LESSEE)

BY:

[Signature]
FERNANDO MARTIN Y. ROXAS
President and CEO

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

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of SEP 29 2023, 2023, personally appeared **MR. FERNANDO MARTIN Y. ROXAS**, President and CEO, **NATIONAL POWER CORPORATION**, with Document Identification in the form of Company ID No. APW20017432, known to me and to me known to be the same person who executed the foregoing instrument consisting of eight (8) pages, including the pages wherein the acknowledgements are written, all 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.

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
LE No. VII-0016459; 4/27/2022; Pasig City
4th Floor NPC Office Building
Quezon Ave. cor. BIR Road
Diliman, Quezon City

Doc. No. 321 ;
Page No. 66 ;
Book No. 2 ;
Series of 2023.

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REPUBLIC OF THE PHILIPPINES)
~~QUEZON CITY~~) S.S.

BEFORE ME, a Notary Public for and in ~~QUEZON CITY~~ Philippines, this
~~AUG 23~~ day of ~~2023~~, 2023, personally appeared **MS.
GENEVIEVE C. LIM**, Manager, **SIMON AGRIBUSINESS CORPORATION**,
with Identification Document in the form of Private License Cor-92-150314 issued by
LTD at Cebu City, on _____, known to me and
to me known to be the same person who executed the foregoing instrument
consisting of eight (8) pages, including the pages wherein the
acknowledgements are written, all pages signed by both parties and their
instrumental witnesses and she acknowledged before me that the same is her
free and voluntary act and deed and that of the Company 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.: _____

Doc. No. 489 ;
Page No. 99 ;
Book No. 66 ;
Series of 2023.


ATTY. MARIA LUISA V. MANGUBAT-GOMERA
NOTARY PUBLIC
MANDAUE CITY, CORDOVA
CONSOLACION, LILUAN & COMPOSTELA, CEBU
UNTIL DECEMBER 31, 2024
PTR NO. 1493286/12113-22/MANDAUE CITY
IBP NO. 017383/LIFETIME/ CEBU CHAPTER
ATTORNEY'S ROLL NO. 66956
MCLE Compliance NO. VII-0009232/4-14-25
Rm. 107, G/F KRC Bldg. Subangdaku, Mandaue City
Tel No. (032) 316-7006

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