

MODIFIED CONTRACT

CONTRACT NO. LOG MSSP 2022-09-094-NIY

**RENTAL OF OFFICE BUILDING FOR SPUG - MINDANAO
OPERATIONS DEPARTMENT IN ZAMBOANGA CITY FOR ONE (1)
YEAR**

P.R. NO. S3-MOD22-007 / REF. NO. LPRV220801-NA00321 (LPRV2),

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 its principal office address at BIR Road corner Quezon Avenue, Diliman, Quezon City, Philippines, represented herein by its Vice President, Small Power Utilities Group, **MR. LARRY I. SABELLINA**, who is duly authorized to represent it in this transaction, hereinafter referred to as **LESSEE**;

- and -

H. C. MARKETING INCORPORATED, a corporation duly organized and existing under and by virtue of the laws of Republic of the Philippines with office address at Governor Lim Avenue, Corner Barcelona Street, Zamboanga City, Philippines, herein represented by its President, **MS. GRACE Y. HO**, who is duly authorized to represent it in this transaction, hereinafter referred to as **LESSOR**.

WITNESSETH: That -

WHEREAS, on 27 July 2022, NPC posted the Invitation to Bid for the conduct of Negotiated Procurement (Lease of Real Property or Venue) for the Rental of Office Building for SPUG-Mindanao Operations Department for One (1) Year;

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-Mindanao Operations Department for One (1) Year submitted the Single Calculated Responsive Quotation on 30 August 2022, on the aforesaid undertaking;

WHEREAS, NPC accepted the said bid offer of the LESSOR;

NOW, THEREFORE, in view of the foregoing premises and in consideration of the mutual covenants and stipulations hereinafter provided, the parties hereto have agreed as follows:

Contract between NPC and H. C. Marketing, Inc.
Rental of Office Building for SPUG - Mindanao Operations Department
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H. C. MARKETING, INC.
(LESSOR)

Grace Y. Ho
GRACE Y. HO
President

BY:

SIGNED IN THE PRESENCE OF:

Grace Y. Ho
(LESSOR)

Yahcob H. Darayan
YACOB H. DARAYAN
Manager, MOD-SPUG
(LESSEE)

NATIONAL POWER CORPORATION
(LESSEE)

Larry I. Sabellina
LARRY I. SABELLINA
Vice President, SPUG

BY:

ARTICLE I
DOCUMENTS COMPRISING THE CONTRACT

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

1. The approved Purchase Requisition No. S3-MOD22-004 dated 03 March 2022;
2. Terms of Reference for the Rental of Office Building for SPUG-Mindanao Operations Department in Zamboanga City for One (1) Year;
3. Lessor's Quotation dated 25 August 2022;
4. Result of Bid Opening and Post-Qualification Report dated 02 September 2022;
5. Notice of Award dated 23 September 2022; and
6. Notice to Proceed

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

In the event that there is any discrepancy/inconsistency 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.

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 in 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.

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H. C. MARKETING, INC.
(LESSOR)

Grace Y. Ho
GRACE Y. HO
President

BY:

SIGNED IN THE PRESENCE OF:

[Signature]
(LESSOR)

[Signature]
YAHCOBH. DARAYAN
Manager, MID-SPUG
(LESSEE)

NATIONAL POWER CORPORATION
(LESSEE)

[Signature]
LARRY I. SABELLINA
Vice President, SPUG
BY: *[Signature]*

H. C. MARKETING, INC.
(LESSOR)

Grace Y. Ho
GRACE Y. HO
President

BY:

SIGNED IN THE PRESENCE OF:

[Signature]
(LESSOR)

[Signature]
YAHCOB H. DARAYAN
Manager MOD-SPUG
(LESSEE)

NATIONAL POWER CORPORATION
(LESSEE)

BY:

[Signature]
LARRY T. SABELLINA
Vice President, SPUG

3. NPC shall pay for the consumption cost of public utility services such as water bills, electricity bills and telephone bills, in the event a notice for termination of contract is given, such utility services consumed by NPC shall be settled.
4. The premises must be ready for occupancy and of acceptable condition at the commencement of the lease.

3.0 IMPROVEMENTS

1. NPC shall not make any structural change, alteration or improvements in the leased premises, which shall modify or either in a 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 the 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 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 caused 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, devoid unnecessary noise and shall further comply with all existing laws, regulations on sanitation, public health and safety.

4.0 MAINTENANCE, REPAIR AND REPLACEMENT

1. NPC shall preserve and maintain the surfaces of the premises, including flooring, interior walls or other finishes, door, windows, exposed cables, conduit, sockets, exposed and immediately viewable electrical installations and plumbing fixtures in the premises in good condition as of the time of NPC occupation.
2. NPC shall replace the light bulbs in the premises 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 at the time of the lease. The unit and all additions and installations to the premises supplied by the Lessor, and which

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*

H. C. MARKETING, INC.
(LESSOR)

BY: *Grace Y. Ho*
GRACE Y. HO
President

SIGNED IN THE PRESENCE OF:

[Signature]
(LESSOR)

[Signature]
YAHCOB H. DARAYAN
Manager, MOD-SPUG
(LESSEE)

NATIONAL POWER CORPORATION
(LESSEE)

BY: *[Signature]*
LARRY T. SABELLINA
Vice President, SPUG

are existing in the premises at the time of the lease, shall be kept in a good, clean and working condition.

- The Lessor warrants that the drains, pipes, sanitary or plumbing apparatus unit are of good and working condition, free from blockage and not needing any repairs. The NPC shall maintain the said drains, pipes, sanitary or plumbing apparatus in the same condition as of the occupancy date. In case the drains, pipes, sanitary or plumbing apparatus in the premises becomes blocked during the term of the lease, the NPC shall notify the Lessor of such event. Both parties shall determine the cause of the damage. In case the Lessor needs to clean, repair, or replace any of the drains, pipes, sanitary or plumbing apparatus, the Lessor shall notify the NPC of the need to conduct repairs on the premises and the duration of the repair. If the damage to the drains, pipes, sanitary or plumbing apparatus in the premises is found to be caused by NPC, the cost of cleaning, repair or replacement thereof shall be borne by NPC.
- NPC shall be liable for minor repairs of damages caused by the normal use and wear and tear of the premises,

**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, the unit and lump sum prices hereof is the total amount of and not exceeding **PHILIPPINE PESOS ONE MILLION THREE HUNDRED FIFTY THREE THOUSAND ONE HUNDRED TEN PESOS and 29/100 (P 1,353,110.29).**

All forms of taxes, including but not limited to value added tax (VAT), municipal licenses and permits, real property tax during the lease, and other taxes and fees that may be imposed by the Philippine Government, or any of its agencies and political subdivisions in connection with the Contract shall be for the account of the LESSOR,

**ARTICLE III
CONTRACT EFFECTIVITY**

The Contract shall take effect immediately upon acknowledgement/receipt of the Contract/NTP by the Lessor sent thru fax/e-mail as evidence by the transmission receipt and as confirmed by the Lessor's authorized representative.

TERMINATION:

This agreement automatically terminates at the lapse of the one (1) year from the date of the Contract/NTP. In case the premises was rendered

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unserviceable due to causes independent of the will of the NPC prior to contract termination date, the lease shall be terminated immediately upon notice to Lessor. The NPC shall not be liable to pay for the remainder of the lease.

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

The LESSOR warrants that at the time of the effectivity of this agreement, the premises, including its flooring, interior walls or other finishes, doors, windows, cables, conduit, sockets, electrical installations, drains, pipes, and plumbing fixtures, is of good condition, ready for occupancy, and does not necessitate repairs or improvements. The Lessor further warrants the peaceful possession by the Lessee of the premises during the term of the lease.

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 to thereto is joint and several and for this reason LESSEE 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 and construed in accordance with the Laws of the Republic of the Philippines.

ARTICLE IX
VENUE OF ACTION

Contract between NPC and H. C. Marketing, Inc.
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H. C. MARKETING, INC.
(LESSOR)

Grace Y. Ho
GRACE Y. HO
President

BY:

SIGNED IN THE PRESENCE OF:

[Signature]
(LESSOR)

[Signature]
YAHCOB H. DARAYAN
Manager, MOD-SPUG
(LESSEE)

NATIONAL POWER CORPORATION
(LESSEE)

BY:

[Signature]
LARRY I. SABELLINA
Vice President, SPUG

[Handwritten mark]

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

IN WITNESS WHEREOF, the parties hereto have signed this Contract this ____ day of _____, 2022 at Quezon City, Philippines.

NATIONAL POWER CORPORATION
(LESSEE)

H. C. MARKETING, INC.
(LESSOR)

BY:

~~LARRY I. SABELLINA~~
Vice President, SPUG

BY:

Grace Y. Ho
GRACE Y. HO
President

SIGNED IN THE PRESENCE OF:

~~YACOB H. DARAYAN~~
Manager, MOD-SPUG
(LESSEE)

AmB
(LESSOR)

FUNDS AVAILABLE

~~LOLITA B. CHAVEZ~~
OIC, Controllers Dept.

Na-ans (M)

CERTIFIED FUNDS AVAILABLE	
PERIOD	<i>2022</i>
JOB ORDER	<i>06 069</i>
COST CENTER	<i>0684006</i>
AMOUNT	<i>₱338,277.53</i>

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

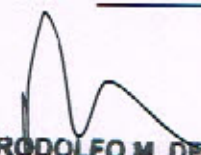
ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of 21 NOV 2022, 2022, personally appeared **MR. LARRY I. SABELLINA**, Vice President, Small Power Utilities Group, **NATIONAL POWER CORPORATION**, with Document Identification in the form of Company ID No. 92030967, known to me and 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, 2022
IBP Lifetime No.: _____
PTR No.: _____

Doc. No. 326 ;
Page No. 67 ;
Book No. 5 ;
Series of 2022.


ATTY. RODOLFO M. DE GUZMAN, JR.
Notary Public for Quezon City
Commission No. NP-127(2021-2022)
Commission Expires on 31 December 2022
Roll No. 44291
IBP No. 201548; 02/08/2022; RSM
PTR No. 2814399; 02/08/2022; Quezon City
ACLE No. VI-0025198; 04/08/19; Pasig City
4th Floor NPC Office Building
Quezon Ave. cor. BIR Road
Diliman, Quezon City

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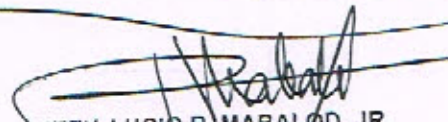
ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Zamboanga City, Philippines, this _____ day of OCT 27 2022, personally appeared **GRACE Y. HO**, President, **H. C. MARKETING, INC.**, with Identification Document in the form of, SSC No. 10-0238591-7 issued by SSS at _____, on _____, known to me and 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, 2022
IBP Lifetime No.: _____
PTR No.: _____

Doc. No. : 277
Page No. : 57
Book No. : 236
Series of 2022.


ATTY. LUCIO R. MABALOD, JR.
Notarial Commission No. 2022-07
Until December 31, 2023
MCLE No. VI-0014603 Roll No. 46710
PTR No. 234501 IBP No. 168858
G/F Blanco Bldg., N.S. Valderosa St.,
Zamboanga City Tel/Fax No. (062)9932289
MOB No. 911-00 11715
until April 14 2025

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