

**LEASE GUIDELINES, TERMS AND CONDITIONS OF THE LEASE  
OF NDC's FUEL TANK FARM FACILITY IN LIDE, ISABEL, LEYTE**  
As published in The Philippine Star on August 8, 2021  
and posted in NDC website ([www.ndc.gov.ph](http://www.ndc.gov.ph))

**SUPPLEMENTAL LEASE GUIDELINES  
BULLETIN NO. 1 AS OF AUGUST 24, 2021**

Please be advised of the following clarifications in the Lease Guidelines, Terms and Conditions of the lease that was raised during the pre-bid conference held on August 18, 2021 conducted virtually with the following link: Zoom – Meeting ID: 96585512698; Passcode: 551805:

A. Section 1.3, of the lease guidelines is hereby amended to be read, as follows:

“NDC is leasing out and the winning bidder shall lease the Facility with the full knowledge that the land where the said Facility is located may be transferred to Philippine Phosphate Fertilizer Corporation (PHILPHOS) by virtue of the Supreme Decision in the case entitled PHILPHOS vs NDC (G.R. No. 183669, RTC Makati Branch 133, Civil Case No. 02-329)”.

B. Current Status of the Case of NDC with the Philippine Phosphate Fertilizer Corporation (PHILPHOS)

1. The decision of the Supreme Court in above-mentioned case became final and executory on January 27, 2009. The decision covers the sale to PHILPHOS of its plant site and housing areas in LIDE covered by a lease agreement with option to purchase the property from NDC.
2. The land where the NDC tank farm facility was constructed is included in the area covered by the said decision.
3. The execution of the Supreme Court Decision is yet to be implemented. Based on the identification of the areas subject of the Decision, several issues had been identified. NDC and PHILPHOS planned to execute a Compromise Agreement to be approved by the court once the issues are resolved.
4. The negotiation on the compromise agreement was stalled due to the filing by PHILPHOS for voluntary financial rehabilitation in 2015.
5. The land where the Facility is constructed is still registered under the name of NDC.
6. The Wharf/Port Complex inside LIDE is owned by NDC and covered by a separate lease agreement with PHILPHOS. The lease will expire in December 2030.

7. The port complex, the tank farm facility and its receiving lines from the port complex are owned by NDC, and are not subject of the Supreme Court decision.

**C. Current Condition of the Facility**

1. The Facility was constructed in 1985.
2. The current lessee, Petron Corporation ("Petron") is in possession of and operating the Facility since 1994.
3. As lessee, Petron is obligated to keep the Facility in good and sufficient order and condition.
4. The prospective bidders are expected to do their own technical evaluation and due diligence on the current condition of the Facility.
5. As stated in Section 1.2 of the lease guidelines, the lease of the said Facility shall be on an "AS IS, WHERE IS", basis.

**D. Port Access on Product Receiving**

1. Listed under Item B.1 and B.2 of Annex "A" of the lease guidelines are the unloading lines of the tank farm facility, with details as follows:
  - 8" Fuel Oil Unloading Line from Wharf area to depot with air separator, filter and flowmeter
  - 6" Diesel Oil Unloading Line from Wharf area to depot with air separator, filter and flowmeter
2. The unloading lines are currently being used by Petron.
3. The two (2) unloading lines are not being used for gasoline. If the winning bidder will store gasoline in the Facility, it has to construct a new line from the Wharf going to the Facility.

**E. Award of Lease/Start of Lease**

1. A Notice of Award shall be issued to the winning bidder, upon approval of the NDC Management Committee (ManCom) and/or Board of Directors, as applicable.
2. NDC and the winning bidder shall execute a Contract of Lease within 30-days upon receipt by the winning bidder of the Notice of Award.

**F. Fire Water Tank/Fire Pump**

1. Listed under Item A.6 of Annex "A" of the lease guidelines is the Foam Storage Tank for the fire water system.
2. There is no existing fire water tank. The hydrant line is directly connected to the waterline of Philphos.

**G. Environmental Compliance Certificate (ECC)/Certificate of Non-Coverage (CNC) to be Issued by DENR-Environmental Management Bureau, Regional Office No. 8**

1. The winning bidder shall secure the necessary ECC or CNC, as applicable with DENR-EMB in the operation of the Facility. The ECC or CNC is non-transferrable as inquired with DENR-EMB
2. As stated in Clause 15 of the draft Contract of Lease, to wit:

"The lessee shall comply with any and all laws, ordinance, regulations or orders of appropriate authorities, as well as the policies, rules and regulations promulgated by the LIDE Management Corporation as the duly authorized representative of the NDC in LIDE, arising from, or regarding the use, occupation, sanitation and environmental protection of the Leased Premises. Failure to comply with said laws, ordinances, policies, rules and regulations or orders shall be a ground for the termination of the Contract."

**H. Purpose/Use of the Facility/Leased Premises**

1. Clause 5 of the draft Contract of Lease (Annex "D" of the lease guidelines) is hereby amended to be read, as follows:

"The lessee shall use the Leased Premises exclusively for storage/dispensing/sale of petroleum products such as but not limited to IFO, DF and Lubes and Greases, or its equivalent for commercial purposes, provided, that all permits and licenses are secured from the concerned local government unit in relation to the business to be put-up therein."

2. It is not specified in the lease guidelines to whom the winning bidder shall sell the products.

**I. Issued Post-dated Checks (PDCs) and Deposit**

1. In the event the lessee is prevented from using the Facility because of any disagreement with PHILPHOs on the use of the land, a new provision in the draft Contract of Lease is incorporated to be read, as follows:

**PEACEFUL POSSESSION**

The Lessee shall peaceably hold and legally enjoy the Leased Premises without interruption by NDC. Should the possession of the Leased Premises by the Lessee is withheld for any reason not attributable to the Lessee and such reason will prevent the Lessee from legally continuing the lease until its expiration, the Lessee may request the termination of the Contract of Lease and the return of the unused post-dated checks and security deposit.

**J. Assignment and Sublease**

1. NDC reiterates that the assignment and sublease of the Facility are strictly prohibited.

**K. Installations and Improvements**

1. Clause 6 of the draft Contract of Lease (Annex "D" of the lease guidelines) provides that:



- Lessee has the right to install or cause to be installed on the Leased Premises such fixtures, installations and improvements as may be required by its business provided that the Leased Premises are not thereby impaired.
- Upon expiration of the Contract or termination for any cause whatsoever, all improvements introduced by the lessee which are of permanent character shall, without compensation to the lessee, become the property of NDC.
- Improvements shall be deemed to be of permanent character if the removal thereof would cause irreparable or major damage to the Leased Premises.

**L. Insurance of the Facility/Leased Premises**

1. Please refer to Clause 13 of the draft Contract of Lease (Annex "D" of the lease guidelines)

**M. Assessment Fees/other costs Charged by the LIDE Management Corporation (LMC)**

1. As a LIDE locator, the winning bidder shall be billed by LMC of the assessment dues for the maintenance and security of the common areas in LIDE in the amount of P18,000.00/month, exclusive of VAT. The assessment dues are reviewed periodically by LMC.
2. Products to be taken outside of LIDE are not subject to conveyance charges. However, a sticker must be secured from LMC for the service vehicles to be used to and from LIDE.

**N. RPT for 2021**

1. Payment of realty taxes for the (land and facility) is updated. Proportionate share of the Tank Farm Facility in the RPT is about P114,300/Annum.

**O. Submission and opening of bids/lease offer**

1. Letter of intent to lease and lease offer together with the required documents as specified in the lease guidelines must be sealed and submitted between 8:00 a.m. to 12:00 Noon on August 31, 2021 (Tuesday) at the 7<sup>th</sup> Floor, NDC Building, 116 Tordesillas St., Salcedo Village, Makati City
2. Opening of sealed bid/LOI is scheduled on August 31, 2021 at 1:30 PM, via zoom, to be opened in the presence of the bidders' representatives.
3. Zoom link will be sent to the respective representatives prior to the opening of lease offers. Offers submitted after 12:00 Noon on August 31, 2021 shall no longer be accepted.
4. All prospective bidders shall also submit a scanned copy (in usb), in pdf format and password protected of its submitted lease offer for file sharing to other attendees online. Submitted scanned copy of the lease offer must be identical to the submitted hard copy. Discrepancy to the submitted pdf copy and hard copy may lead to disqualification. Password will be disclosed by the offeror during the opening of bid/lease offer.

These Supplemental Lease Guidelines, Bulletin No. 1 is hereby issued to modify or amend and clarify items in the Lease Guidelines. This shall form an integral part of the Lease Guidelines, Terms and Conditions for the lease of the subject Facility.

For the guidance and information of all concerned.



**RHOEL Z. MABAZZA**  
Assistant General Manager  
Corporate Support Group



The **NATIONAL DEVELOPMENT COMPANY (NDC)**, invites interested parties to lease, on an “**As-Is, Where Is**” basis, its Fuel Tank Farm Facility (the “Facility”) located at the Leyte Industrial Development Estate, Isabel, Leyte. The Facility is composed of the following:

1	Fuel Oil Tank (T-85101-A); Capacity: 24,000 barrels with suction heater and level indicator
2	Fuel Oil Tank (T-85101-B); Capacity: 24,000 barrels with suction heater and level indicator
3	Diesel Oil Tank (T-85102); Capacity: 20,000 barrels with level indicator
4	Fuel Oil Pumps (P-85101 A/R) 2 Units; gear type; Capacity/unit: 30MT/hr.
5	Diesel Oil Pumps (P-85102 A/R) 2 units; gear type; Capacity/unit 20 MT/hr.
6	Foam Storage Tank for fire water system
7	Line lists and other appurtenances found within the Facility

Interested parties may register with the Asset Management Group (AMG) and download the Leasing Guidelines, Terms and Conditions of the Lease at [www.ndc.gov.ph](http://www.ndc.gov.ph) (Lease of Properties) beginning August 9, 2021. Interested parties may undertake inspection of the said Facility from August 9-30, 2021 by coordinating directly with Ms. Vel M. Buenaventura or Engr. Albert E. Engaño at Tel. Nos. (02) 88401336 and 8840-4838 loc. 268 and 265.

A virtual conference shall be held on August 18, 2021 at 1:30 p.m. via zoom. The meeting link will be sent to the email address/es of those which signified intention to participate and registered with AMG, prior to the said conference.

Letter of intent to lease and lease offer together with the required documents as specified in the Leasing Guidelines must be sealed and submitted between 8:00 a.m. to 12:00 noon on August 31, 2021 labelled and addressed as follows:

AGM Rhoel Z. Mabazza  
National Development Company  
7<sup>th</sup> Floor, NDC Building, 116 Tordesillas St.,  
Salcedo Village, Makati City

CODE: Lease of Tank Farm Facility, LIDE, Isabel, Leyte

The opening of sealed Letter of Intent (LOI) to lease and lease offer, prepared in the prescribed form is scheduled on August 31, 2021 at 1:30 PM at the ABB Hall, NDC Building. Lease offer will be opened in the presence of the offerors’ representatives via zoom. Zoom link will be sent to the respective representatives prior to the opening of lease offers. Offers submitted after 12:00 noon shall no longer be accepted.

All prospective offerors shall also submit a scanned copy (in usb), in pdf format and password protected of its submitted lease offer for file sharing to other attendees online. Submitted scanned copy of the lease offer must be identical to the submitted hard copy. Discrepancy to the submitted pdf copy and hard copy may lead to disqualification. Password will be disclosed by the offeror during the opening of bid/lease offer.

NDC reserves the right to reject any and all offers; or waive any of the formalities required, or accept only such offer which is deemed advantageous to NDC.

**ATTY. RHOEL Z. MABAZZA**  
Assistant General Manager





**NATIONAL DEVELOPMENT COMPANY  
LEASE GUIDELINES, TERMS AND CONDITIONS  
FOR THE LEASE OF NDC's FUEL TANK FARM FACILITY  
IN LIDE, ISABEL, LEYTE**

**August 8, 2021**

**NATIONAL DEVELOPMENT COMPANY  
LEASE GUIDELINES, TERMS AND CONDITIONS  
FOR THE LEASE OF NDC's FUEL TANK FARM FACILITY IN LIDE,  
ISABEL, LEYTE**

**SECTION 1 SUBJECT AND MANNER OF LEASE**

- 1.1** The National Development Company (NDC) offers the lease of its Fuel Tank Farm facility with all appurtenances found thereon, the composition of which is listed in Annex "A" hereof, (the "Facility") located at the Leyte Industrial Development Estate (LIDE), Isabel, Leyte.
- 1.2** The lease of the said Facility shall be on an "AS IS, WHERE IS" basis.
- 1.3** NDC is leasing out the Facility with the full knowledge that the land where the said Facility is located may be transferred to Philippine Phosphate Fertilizer Corporation (PHILPHOS) by virtue of the Decision in the case entitled PHILPHOS vs NDC (G.R. No. 183669, RTC Makati Branch 133, Civil Case No. 02-329).

**SECTION 2 LEASE OF THE FACILITY**

- 2.1** The winning offeror shall peaceably hold and enjoy the use and occupation of the Facility for the duration of the lease.
- 2.2** Basic Terms of the Lease:

Period of Lease	Two (2) years
Minimum Rental	P4,000,000.00 per annum, exclusive of VAT
Escalation	6% per annum

- 2.3** As a general rule, NDC shall consider the acceptance of the highest offered lease rental for the Facility that is equal to or greater than the above stated minimum annual lease rental.
- The lease rental is exclusive of Value Added Tax (VAT).
- 2.4** The winning offeror shall, on its own account and expense, secure all permits and licenses from the local government concerned required in relation to the business to be set-up thereon.

**SECTION 3 TERMS OF PAYMENT, SECURITY DEPOSIT AND TAXES**

- 3.1** Payment of rentals for the lease shall be on a monthly basis, through the issuance of post-dated checks. The winning offeror



shall issue 12-postdated checks corresponding to the monthly amount due for the first year of lease and every year thereafter.

- 3.2** The winning offeror shall also tender a security deposit equivalent to six (6) months rental, payable upon signing of the Contract.
- 3.3** The winning offeror shall bear the costs of taxes for the lease of facility/property, such as Value Added Tax (VAT), Documentary Stamp Tax (DST), Real Property Tax (RPT) and other assessments due on the property, and on the additional installations, improvements, machinery and equipment which may be installed therein by the winning offeror.
- 3.4** A penalty of 12% per annum shall be imposed for all unpaid rentals until full payment of the total amount due.

#### **SECTION 4 PREPARATION OF LETTER OF INTENT TO LEASE AND LEASE OFFER**

- 4.1** To secure the leasing guidelines, interested parties must register with:

The Asset Management Group  
NATIONAL DEVELOPMENT COMPANY  
6<sup>th</sup> Floor, National Development Company Bldg.  
116 Tordesillas St, Salcedo Village, Makati City  
Tel No. (02) 840-48-38; Fax No. (02) 840-48-62

- 4.2** All offerors must submit a Letter of Intent to Lease (LOI) the Facility and the lease offer (Annex "B"). The letter of intent must be accompanied by:

- (a) Duly filled-out Lease Application Form (Annex "C")
- (b) Company profile with information on the company business
- (c) Business registration certificate with DTI, CDA or SEC Registration (with Articles of Incorporation and By-laws)
- (d) Copy of latest Income Tax return (BIR Form No. 1702), for those engaged in business, or BIR Form No. 1700 or 1701 for individual (as applicable), duly stamped and received by the Bureau of Internal Revenue (BIR) and the duly validated proof of tax payments if any, thereon;

- 4.3** For corporations or partnerships, the LOI to lease must be accompanied, in addition to the required attachments, a Secretary's Certificate expressly authorizing the said corporation or partnership to submit the LOI, and the designation of the authorized representative to submit the lease offer and to sign in behalf of the corporation or partnership the contract of lease, if awarded the contract.

- 4.4 By submitting the LOI and lease offer, the offeror shall be deemed to have signified his acceptance of the terms and conditions of these Lease Guidelines and the Contract of Lease (Annex "D").
- 4.5 NDC reserves the right to disqualify offerors who do not comply with the requirements of this Lease Guidelines, as well as any amendments thereto. NDC may, at its discretion, require additional information from any offeror.

## **SECTION 5 CONFERENCE**

- 5.1 All queries/clarifications on the terms of the lease of the Facility will be addressed at the virtual conference via zoom to be held on August 18, 2021 at 1:30 p.m. The meeting link will be sent to the email address/es of those parties who have signified their intention to participate and registered with the Asset Management Group.

## **SECTION 6 SUBMISSION OF LEASE OFFER**

- 6.1 All lease offers must be sealed and addressed to:
- AGM Rhoel Z. Mabazza  
Assistant General Manager  
NATIONAL DEVELOPMENT COMPANY  
7<sup>th</sup> Floor, NDC Building  
116 Tordesillas St., Salcedo Village, Makati City
- Code: Lease of Tank Farm Facility in LIDE, Isabel, Leyte
- 6.2 The offerors shall submit, in a sealed envelope, its LOI to lease and the lease offer together with the required documents indicated under Item 4.2 & 4.3 hereof, by dropping the same in the sealed and locked bid box marked and provided for the purpose located at the 7<sup>th</sup> Floor of the NDC Building.
- The offerors may also send their sealed offer through a private courier services, however, the same must be received by NDC on or before 12:00 noon of August 31, 2021.
- 6.3 Sealed LOI to lease and lease offer should be submitted on August 31, 2021 from 8:00 in the morning to 12:00 in the afternoon (NDC Building Clock). LOI to lease submitted after 12:00 noon shall no longer be accepted.
- 6.4 The representatives of NDC shall open all lease offers at 1:30 pm (NDC Building Clock) on August 31, 2021, at the ABB Hall NDC Building 116 Tordesillas St., Salcedo Village, Makati City. LOI to lease and lease offer will be opened in the presence of the offerors' representatives via zoom. The zoom link will be sent to the offerors' representatives prior to the opening of lease offers.

- 6.5 All prospective lease offerors shall also submit a scanned copy (in usb), in pdf format and password protected of its LOI to lease and lease offer, for file sharing to the other attendees online. Submitted scanned copy of the LOI to lease and offer must be identical to the submitted hard copy. Discrepancy to the submitted pdf copy and hard copy may lead to disqualification. Password will be disclosed by the prospective offeror during the opening of bids/offer.

## **SECTION 7 OFFEROR'S RESPONSIBILITY & INSPECTION OF FACILITY/PROPERTY**

- 7.1 The offeror shall be solely responsible for examining with appropriate care these Lease Guidelines. The offeror shall likewise be responsible for informing himself, with respect to any and all conditions pertaining to the Facility, which may, in any manner, affect the offered lease rental or the nature of the offeror's proposal. Failure of the offeror to so examine and inform himself shall be at his sole risk and no relief for error or omission shall be given by NDC.

The delivery or release by NDC to the offerors of any information regarding the Facility shall not give rise to any warranty with respect to any such data or information and the offeror shall not be relieved of his obligation to make the aforesaid examinations and verifications and to conduct his own due diligence exercise.

- 7.2 No error by omission or misstatement in these Lease Guidelines as prepared by NDC including the Annexes hereto shall invalidate the lease procedures undertaken and the Contract executed with the winning offeror pursuant thereto. Neither the error, the omission or misstatement in these Lease Guidelines, including the Annexes hereto, shall entitle the winning offeror to any compensation whatsoever, or reduction in the rental rate, or release him of his obligations under the Contract, the Lease Guidelines and the Annexes hereto.

- 7.3 Interested offerors may conduct inspection of the Facility from August 9-30, 2021, upon request from NDC.

- 7.4 The offeror agrees that any and all confidential information which it may be obtained as a result of the Inspection of Facility/Property shall be treated with utmost confidentiality and shall be subject to such restrictions and conditions prescribed under the pertinent laws, rules and regulations which include, among others, the Data Privacy Act, its Implementing Rules and Regulations, and circulars issued by the National Privacy Commission.

- 7.5 Any and all expenses incurred for the inspection of the Facility shall be for the sole account of the offeror.

- 7.6** By submitting his offer, the offeror shall be deemed to have waived any right he may have to seek and obtain a writ of injunction or of prohibition or of a restraining order or any other form of coercive judicial, administrative or other relief against NDC and any of its officers, employees and representatives, to prevent, restrain or in any manner forestall, hinder or render inconvenient the holding of this bidding or any subsequent offer for lease, including but not limited to the negotiation and award of the lease of the Facility to the winning offeror/s and the peaceful possession without interruption of the same.

## **SECTION 8 INTERPRETATION OF LEASE DOCUMENTS**

- 8.1** Any other questions regarding the lease will be addressed during the scheduled conference as stated above.
- 8.2** No verbal agreement or conversation with, nor any verbal clarification from any officer or employee of NDC shall affect or modify any of the terms and conditions contained in the lease documents and those herein stated.

## **SECTION 9 EVALUATION OF LEASE PROPOSAL**

- 9.1** The Asset Management Group (AMG) shall determine and evaluate the LOI to lease and lease offer submitted by the offerors from September 1-7, 2021, under the following criteria:
- (a) Lease proposal will be determined on the basis of the highest offered lease rental by the offeror which fully complies with all the terms and conditions contained herein in accordance with the provision of these Lease Guidelines.
  - (b) The verifiable gross income of the offeror must be at least three (3) times the monthly rental rate being offered.
  - (c) The offeror is not engaged in any scandalous business or any activities/services that will disturb the peace and convenience of the neighboring LIDE locators.
- 9.2** In case of a tie, a sealed offer will be conducted among the highest offerors whose offer resulted in a tie until such tie is broken. The new offer shall not be lower than the original offer.
- 9.3** In the event that the highest acceptable offeror defaults, or is disqualified for any reason whatsoever, or voluntarily withdraws his offer, NDC may, at its sole discretion, consider the second highest acceptable offeror as the highest acceptable offer.
- 9.4** NDC reserves the absolute and sole right to reject any and all offers or to waive any of the formalities required, or to accept only such offers which are deemed advantageous to NDC.
- 9.5** The evaluation of the lease offer and the award of the lease shall

be subject to all applicable laws, rules and regulations affecting the lease of government assets and must comply with all existing required Government approvals and those that may be enacted prior to the consummation of the lease regarding the lease of government assets.

**SECTION 10 AWARD OF THE LEASE AND EXECUTION OF CONTRACT OF LEASE**

**10.1** NDC shall, after obtaining the approvals of the NDC Management Committee and/or Board of Directors, as applicable, issue a Notice of Award to the winning offeror.

**10.2** NDC and the winning offeror shall execute a Contract of Lease (Annex "D") within 30-days upon receipt by the winning offeror of the Notice of Award.

**SECTION 11 TURN OVER OF THE FACILITY/PROPERTY**

**11.1** NDC shall immediately turn over the facility/property to the winning offeror upon execution of the contract of lease and payment of security deposit and issuance of 12 post-dated checks. From that point in time, NDC shall not be held liable for any damage to the property or payment of any assessments due on the property.



## ANNEX "A"

<b>NDC's FUEL TANK FARM</b>	
<b>A.</b>	<b>Equipment List</b>
1	Fuel Oil Tank (T-85101-A) Capacity: 24,000 barrels with suction heater and level indicator
2	Fuel Oil Tank (T-85101-B) Capacity: 24,000 barrels with suction heater and level indicator
3	Diesel Oil Tank (T-85102) Capacity: 20,000 barrels with level indicator
4	Fuel Oil Pumps (P-85101 A/R) 2 Units; gear type Capacity/unit: 30MT/hr Discharge pressure: 5 kg/cm rating unit: 11kw
5	Diesel Oil Pumps (P-85102 A/R) 2 units; gear type Capacity/unit 20 MT/hr Discharge pressure: 4.5 kg/cm Rating unit: 7.5 kw
6	Foam Storage Tank for fire water system
<b>B.</b>	<b>Line List</b>
1	8" Fuel Oil Unloading Line from Wharf area to depot with air separator, filter and flowmeter
2	6" Diesel Oil Unloading Line from Wharf area to depot with air separator, filter and flowmeter
3	8" Fuel Oil Suction Lines from tank suction heaters to fuel oil pumps (with suction filters)
4	4" Diesel Oil Suction Lines from diesel oil tank to diesel oil pumps (with suction filters)
5	3" Low Pressure Steam Lines to fuel oil tank suction heaters
6	Condensate Return Lines from fuel oil tank suction heaters (with steam traps)
7	Instrument air lines
8	Fire Water Lines to 3 fuel tanks
<b>C.</b>	<b>Miscellaneous</b>
1	Tank Farm Dike
2	Cyclone wire fences
3	LPG Storage Fire Walls

**ANNEX "B"**  
**LETTER OF INTENT TO LEASE**  
**AND LEASE OFFER**

August 31, 2021

**ATTY. RHOEL Z. MABAZZA**

Assistant General Manager  
National Development Company  
116 Tordesillas St., Salcedo Village, Makati City

Sir:

We hereby unconditionally offer to lease on an "AS IS, WHERE IS" basis the National Development Company's (NDC) Fuel Tank Farm Facility as published, in accordance with the terms outlined in the Lease Guidelines dated August 8, 2021 issued by NDC under the basic terms of the lease, as follows:

Period of Lease	Two (2) years
Annual Rental, exclusive of VAT	(Amount in words)
	(Amount in figures)
Escalation	6% per annum

If awarded the lease, we shall sign the Contract of Lease, within thirty (30) days from the date of receipt of the Notice of Award.

It is understood that:

- (1) We acknowledge and undertake, without any reservation whatsoever, that if accepted, this offer to lease the said NDC facility/property shall be subject to the terms and conditions as specified in the Lease Guidelines dated August 8, 2021.
- (2) We warrant the completeness and correctness of the information furnished by us in the attachment of this Lease Offer.
- (3) We certify that we have gathered all the data and conducted all the needed investigations and examinations of the facility/property, which we have deemed necessary to ensure that we are fully apprised and completely cognizant of the true condition and accurate value of the subject NDC facility/property.
- (4) Furthermore, we recognize that (a) we have all the relevant information necessary for making our proposal, and (b) as a

consequence thereof, we shall not, under any circumstance, claim any modification in our Letter of Intent (LOI) to lease and lease offer upon the grounds that the facility/property's true condition and actual value turn out to be different from our findings and/or assumption.

- (5) We represent and warrant that: (a) we have examined and understood the Lease Guidelines dated August 8 ,2021 issued by NDC; (b) we accept the terms and conditions of lease as specified therein, including NDC's right to reject any and all offers without thereby creating any liability in our favor; and (c) we hereby unconditionally, irrevocably and absolutely waive all claims against any of its stockholders, directors, officers or employees and other representatives or agents which may arise out of or in connection with the making and/ or non-acceptance of our offer.
- (6) We shall also, by submitting our offer, conclusively deemed to have waived any right we may have to seek and obtain a writ of injunction or of prohibition or a restraining order or any other form of coercive, judicial, administrative and other relief against NDC, or any of its stockholders, officers, directors, employees and representatives to prevent, to restrain or in any manner forestall, hinder or render inconvenient the holding of the lease or subsequent lease(s), including but not limited to the negotiation and award of the lease of NDC property to the winning offeror.
- (7) We hereby certify, confirm, guarantee, and warrant the completeness, correctness and truth of all the information furnished and undertaking contained in all the attached annexes and in the covering LOI to lease and lease offer.

Please find attached our duly accomplished attachments to the lease offer.

Very truly yours,



---

Name and Signature of Offeror

---

Position Title

## ANNEX "C"

 <small>NATIONAL DEVELOPMENT COMPANY</small> <small>Enabling the future</small>	<b>National Development Company</b> <b>Working For Development Since 1919</b> 116 Tordesillas St., Salcedo Village, Makati City, Philippines	 <small>DEPARTMENT OF</small> <small>TRADE &amp; INDUSTRY</small> <small>PHILIPPINES</small>
<b>LEASE APPLICATION FORM</b>		
Doc. No.: AMG-DI-FORM-02	Revision No.: 01	Effectivity: February 7, 2020
<b>Date of Application:</b>		
<b>I. Property Details</b>		
Address of Property for Lease:		
<b>II. Applicant Details</b>		
Name of Company:		
Line of Business:		
Office Address:		
Authorized Representative:	Position:	
Contact Nos.:	E-mail Add:	
<b>III. Lease History</b>		
Name of Present Lessor:		
Complete Address:		
Contact Nos.:	Period of Stay:	
Reason(s) for Leaving:		
Name of Previous Lessor:		
Complete Address:		
Contact Nos.:	Period of Stay:	
Reason(s) for Leaving:		
<b>IV. Financial Details</b>		
Bank Name:	Bank Name:	
Branch Name:	Branch Name:	
Account No.:	Account No.:	
<b>V. Trade References</b>		
Name:	Name:	
Address:	Address:	
Contact Nos.:	Contact Nos.:	

**Declaration and Authorization:**

I warrant to the best of my knowledge that all the information provided in this Application are true, complete and correct as of the date of this Application. If any information provided by me is determined to be false, such false statement will be ground for disapproval of my Application or termination of my Contract of Lease with the Owner.

I understand and agree that this is an application to lease only and does not guarantee that I will be offered the Property and the Owner may accept more than one application for the Property and, using their sole discretion, will select the best qualified Applicant.

I hereby authorize the Owner to verify the information provided, seek additional information and carry out referencing by contacting agencies, organizations and individuals, as necessary.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Date

**CONTRACT OF LEASE**

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Lease ("Contract") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2021 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 offices at NDC Building, 116 Tordesillas Street, Salcedo Village, City of Makati, represented herein by its General Manager, **MS. MA. LOURDES F. REBUENO**, hereinafter referred to as the "NDC";

-and-

\_\_\_\_\_, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal offices at \_\_\_\_\_, represented herein by its \_\_\_\_\_, hereinafter referred to as the "name of company";

Attached hereto as Annex "A" and "B", respectively, are the Secretary's Certificates showing the authority of the representatives of the Party to enter into this Contract.

The NDC and the (name of lessee) are hereinafter collectively referred to as the "Parties".

**ANTECEDENTS:**

The NDC is the owner of a fuel tank farm facility, the composition of which is listed in Annex "C" hereof, located at the Leyte Industrial Development Estate (LIDE), Isabel, Leyte.

NDC, pursuant to its guidelines and procedures for the lease of assets, caused the publication of an invitation for the lease of the subject fuel tank farm facility on \_\_\_\_\_, 2021 in the Philippine Daily Inquirer.



On August 31, 2021, a public bidding was conducted and after evaluation, the contract was awarded to the Lessee as the winning bidder.

(name of lessee) desires to lease the subject facility and NDC has agreed to the proposed lease.

This contract is being executed by the parties with the (name of lessee) having full knowledge that the land where the fuel tank farm facility is located may be transferred to the Philippine Phosphate Fertilizer Corporation (PHILPHOS) by virtue of the Decision in the case entitled PHILPHOS vs NDC (G.R. No. 183669, RTC Makati Branch 133, Civil Case No. 02-329).

ACCORDINGLY, for and in consideration of the foregoing premises, and the mutual covenants set forth below, the NDC and the (name of lessee) hereby agree as follows:

### 1. LEASED PREMISES

The NDC hereby leases to the (name of lessee) and the (name of lessee) hereby accepts under lease from the NDC the fuel tank farm with all appurtenances found thereon located at LIDE, Isabel, Leyte, which is hereinafter referred to as the "Leased Premises".

### 2. PERIOD OF LEASE

The lease shall be for a period of two (2) years commencing on \_\_\_\_\_ 2021 to \_\_\_\_\_ 2023.

### 3. CONSIDERATION/TERMS OF PAYMENT

The monthly rental (the "Rental") for the Leased Premises shall be PESOS: \_\_\_\_\_ AND 00/100 ONLY (P\_\_\_\_\_), less the withholding tax to be withheld by the LESSEE. The (name of lessee) shall, however, provide the NDC the corresponding Certificate/s of Creditable Tax Withheld, as mandated by the Bureau of Internal Revenue. The Value Added Tax (VAT) and Documentary Stamp Tax (DST) arising from this Contract of Lease shall be for the account of the (name of lessee). Otherwise put, the total monthly amount (the "Monthly Amount") to be paid by the (name of lessee) is as follows:

	<u>Monthly Amount</u>
Monthly Rental	P_____
Less: 5% CWT	(_____)
Plus: 12% VAT	_____
	=====
Total	P_____

The monthly rental is subject to an escalation rate of 6% per annum commencing on the second year of the lease.

The (name of lessee) shall issue to the NDC, upon signing of this Contract, twelve (12) postdated checks corresponding to the Monthly Amount for the first year of this Contract and every year thereafter.

Any unpaid Monthly Amount shall bear an interest of 1% per month until full payment thereof.

Should any checks issued by the (name of lessee) be dishonored for two consecutive months, the NDC may unilaterally terminate the contract by giving a written notice to the (name of lessee) thirty (30) days prior to the effectivity of such termination, without prejudice to other remedies that the (name of lessee) may avail of under the law

Except for the above mentioned withholding tax, all payments to be made by the (name of lessee) hereunder shall be made free and clear of, and without any deduction or withholding on account of any present or future taxes imposed by the Philippine Government or any of its political subdivision or taxing authority. The (name of lessee) agrees that it shall immediately indemnify and reimburse the NDC for any withholding taxes, deductions or charges paid in respect of this Contract. If the (name of lessee) is prohibited by law from making any payments hereunder free of deductions or withholding taxes, then the (name of lessee) shall pay such additional amount as will result in the receipt by the NDC of the entire amount of the rentals due as if no such deduction or withholding had been required.

#### **4. DEPOSIT**

The (name of lessee), upon the execution of this Contract of Lease, shall pay unto the NDC the aggregate amount of PESOS: \_\_\_\_\_ AND 00/100 ONLY (P\_\_\_\_\_), exclusive of applicable taxes, representing six (6) months deposit.

The deposit shall not bear any interest and shall be returned to the (name of lessee) within thirty (30) days from termination or expiration of the lease and after the (name of lessee) has vacated the Leased Premises.

The deposit shall answer for any unpaid or overdue obligations of the (name of lessee) under this lease at the expiration thereof, but shall not be offset against any amount due from the (name of lessee) while the lease is subsisting.

Any breach, pre-termination or withdrawal from the lease contract by the (name of lessee) shall result in the forfeiture of the deposit.

#### **5. PURPOSE/USE OF LEASED PREMISES**

The (name of lessee) shall use the Leased Premises exclusively for storage/dispensing/sale of petroleum products (IFO, DF and Lubes and Greases) for commercial purposes. The (name of lessee) shall not divert the

Leased Premises to other uses without the prior written consent of the NDC, otherwise, the NDC shall have the right to (a) terminate the lease; or (b) increase the rental; and/or (c) compel the (name of lessee) to stop the new activities therein.

To ensure that the property is use solely for such purpose, NDC shall have the right to enter and inspect the Leased Premises, during business hours provided that (name of lessee) is given a 24-hour prior notice.

## **6. INSTALLATIONS AND IMPROVEMENTS**

The (name of lessee) shall have the right to install or cause to be installed on the Leased Premises such fixtures, installations and improvements as may be required by its business provided that the Leased Premises are not thereby impaired. Upon expiration of this Contract or termination for any cause whatsoever, all improvements introduced by (name of lessee) on the Leased Premises which are of permanent character shall, without compensation to the (name of lessee), become the property of the NDC. Improvements shall be deemed to be of permanent character if the removal thereof would cause irreparable or major damage to the Leased Premises.

In removing any improvement which is not of permanent character, the (name of lessee) shall take steps to prevent damage to the Leased Premises and, if in so removing, damage to the Leased Premises is thereby caused, the NDC shall, at its own expense, restore the Leased Premises to its original condition and charge the cost to the (name of lessee) who shall reimburse the same within thirty (30) days from receipt of notice/demand.

## **7. MAINTENANCE OF LEASED PREMISES**

The (name of lessee) shall , at its own expense: (a) maintain the Leased Premises in clean and sanitary condition; (b) 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; (c) provide janitorial services and pest control services for the entire Leased Premises; (d) comply with national and municipal laws, ordinances and applicable rules and regulations on the use and occupancy of the Leased Premises; and (e) provide and be responsible for all the necessary safety equipment such as fire extinguishers, hoses and the like in accordance with the law and required by the fire code.

The (name of lessee) shall, at its own cost and expense, keep the Leased Premises in good, safe and secure condition. The (name of lessee) shall conform to all municipal ordinances or laws affecting the premises as well as all Laws, environmental or otherwise, regulating the conduct of its business; and in this connection, the (name of lessee) shall hold the NDC, its officers, employees and assigns free and harmless from any and all claims, suits and damages for using the Leased Premises. The (name of lessee) shall also hold the NDC its officers, employees and assigns harmless and free from any loss, cost, damages or expenses arising out of any accident or other

occurrence, causing injury to any person or property, due and attributable directly or indirectly to the use or occupancy of the Leased Premises by the (name of lessee) or its agents, tenants or contractors. The (name of lessee) shall hold the NDC its officers, employees and assigns, free from any loss, damages or expenses arising out of any failure of the (name of lessee) to comply with the requirements and provisions of this lease.

## **8. ELECTRICAL SERVICES AND OTHER UTILITIES**

For the duration of the lease, the (name of lessee) shall be responsible and shall bear the expenses for the operation, maintenance and repair of the facilities which have been installed within the Leased Premises.

The entire cost of power, water, telephone and other facilities of the Leased Premises incurred in connection with the business being conducted by the (name of lessee) thereon shall be borne by and be the responsibility of the (name of lessee).

## **9. REPAIRS**

The (name of lessee) shall keep the Leased Premises and appurtenances thereto in good and sufficient order and condition and bear the costs for any necessary repairs due to ordinary wear and tear arising from the normal use of the facility.

The (name of lessee) shall allow the NDC or its authorized agent to enter the Leased Premises at any reasonable time to inspect the same, and make structural repairs and alterations, or undertake works for the preservation and conservation of the Leased Premises. The NDC shall not be liable for any loss, interruption, damage or inconvenience caused to the (name of lessee) on account of such repairs or necessary work that NDC may order to be done in the Leased Premises unless such loss, interruption, damage or inconvenience is attributable to the fault or negligence of NDC or its representatives or agents.

## **10. DAMAGE DUE TO FORCE MAJEURE**

In case of damage to the Leased Premises or appurtenances thereto as well as the goods, equipment and/or machineries stored therein, caused by fortuitous events such as but not limited to fire, earthquake, war or any other unforeseen or uncontrollable cause, the (name of lessee) shall give immediate written notice thereof to the NDC. The (name of lessee) shall take all necessary precautions to prevent damage on the Leased Premises and the goods, equipment and/or machineries stored therein. Any damage caused by fortuitous events without fault or negligence on the part of the (name of lessee), or its agents, employees or visitors, shall be repaired at the expense of the NDC after such notice.

Should the fortuitous event prevent the (name of lessee) from conducting its business on the Leased Premises for a period of at least sixty (60) days,

the (name of lessee) may choose between a proportional reduction of the rent or a rescission of the lease.

## **11. LIABILITY FOR DAMAGE TO THIRD PARTIES**

The (name of lessee) hereby agrees to assume full responsibility for any inquiry or damage caused to the person or property of third parties while on any part of the Leased Premises and hereby holds the NDC free and harmless from any and all costs and expenses in connection with the same, unless such injury or damage is attributable to the act or omission, fault or negligence of the NDC or its employees or representatives.

## **12. TAXES AND ASSESSMENTS**

The (name of lessee) hereby agrees to pay the real estate taxes due on the Leased Premises as well as any tax assessments on the improvements found in the Leased Premises directly to the pertinent government office concerned. The (name of lessee) shall provide the NDC upon its request with proof of payment of taxes paid on the Leased Premises.

All other taxes, costs and expenses incurred in the preparation, execution, delivery, performance and administration of this Contract shall be for the account of the (name of lessee).

## **13. INSURANCE**

During the existence of the lease, the (name of lessee) shall at its own expense, and with an insurance company acceptable to the NDC, insure the Leased Premises including all improvements, alterations, additions and/or changes made by either party thereon, at fair market value against fire or other property damage and deliver the policy to the NDC which shall be named as the insured thereunder.

## **14. SECURITY**

The (name of lessee) shall, at its own expense, provide security guards to police the Leased Premises. The NDC shall not be held accountable or liable for any loss that may be suffered by the (name of lessee) or third parties within the Leased Premises by reason of theft, robbery or any other similar cause.

## **15. RULES AND REGULATIONS**

The (name of lessee) shall comply with any and all laws, ordinance, regulations or orders of appropriate authorities, as well as the policies, rules and regulations promulgated by the LIDE Management Corporation as the duly authorized representative of the NDC in LIDE, arising from, or regarding the use, occupation, sanitation and environmental protection of the Leased Premises. Failure to comply with said laws, ordinances, policies, rules and regulations or orders shall be a ground for the termination of the Contract.



The (name of lessee) expressly agrees to strictly abide by all the reasonable regulations which may be given by the NDC from time to time for its tenants in general and shall coordinate with the LIDE Management Corporation for access to utilities.

#### **16.INDEMNITY**

The (name of lessee) shall indemnify and hold the NDC harmless against all actions, suits, damages and claims which may be brought by third parties because of the (name of lessee)'s non-observance of this Contract or of the safety requirements of rules, regulations, ordinances or laws or any and all of the (name of lessee)'s or any of its agents, employees and representatives action relative to the use and occupancy of the Leased Premises.

#### **17.ASSIGNMENT AND SUBLEASE**

It is hereby understood that assignment of this lease and sublease of the Leased Premises are strictly prohibited.

#### **18.RESPONSIBILITY OF (name of lessee)**

The (name of lessee) shall be responsible at all times for all acts done by its agents or employees entering or staying within the Leased Premises. Any damage to the Leased Premises or injury to third parties, or the public in general due to the neglect or fault of either the (name of lessee), or their agents, employees or other persons entering and/or staying in the Leased Premises by consent and/or authority of the (name of lessee) shall be for the account of the (name of lessee).

Any damage or injury to the Leased Premises due to the fault of (name of lessee), its agents, employees, or other third persons who may gain access to the Leased Premises upon the authorization of (name of lessee), shall be repaired promptly by the (name of lessee) at its own expense without prejudice to NDC's right to have the same repaired for the account of the (name of lessee).

#### **19.SURRENDER OF LEASED PREMISES**

The (name of lessee) shall, at the expiration or termination of this lease, promptly deliver the Leased Premises to NDC in good and tenantable condition in all respects, reasonable wear and tear excepted, devoid of all occupants, furniture, articles and effects of any kind except the permanent improvements. Non-compliance by (name of lessee) with the terms of this clause will give the NDC the right, at its option, to refuse to accept the delivery of the premises and to compel the (name of lessee) to pay the corresponding rent therefore at the same rate of rental as herein provided plus twenty-five percent (25%) additional sum as penalty, until the (name of lessee) shall have complied with the terms hereof.

The (name of lessee) shall be liable to the NDC for the same penalty if the (name of lessee) refuses or fails to leave the Leased Premises after the lease has expired or been terminated, and for all damages which the NDC shall suffer by reason thereof including indemnification to NDC for any and all liabilities and costs suffered by the NDC for not being able to promptly deliver possession of the Leased Premises to a succeeding tenant. The amount of such penalty shall earn interest at the rate of eighteen percent (18%) per annum, from the date of expiration or termination of the lease until full payment thereof.

Either of the causes mentioned in the preceding paragraphs by which the Leased Premises is being surrendered, the (name of lessee) shall continue to be liable for a period of two (2) years from the return of the Leased Premises, for any government mandated remediation or clean up that may be required, as a result of the environmental condition of the Leased Premises, and which condition is proven to be attributable to the (name of lessee)'s occupation or use hereof. For this purpose, within a period of two (2) months prior to the actual surrender of the Leased Premises, the (name of lessee) shall, at its own expense, engage the services of a reputable independent expert acceptable to the NDC, who shall conduct an exit Environmental Site Assessment (ESA) to establish the environmental condition of the Leased Premises, which shall serve as the baseline upon which any potential liability of the (name of lessee) may be determined and quantified.

## **20.ABANDONMENT OF LEASED PREMISES**

In case the Leased Premises or any portion thereof shall be deserted or abandoned or remain unoccupied for a continuous period of thirty (30) days by the (name of lessee) before the expiration of this lease, the NDC shall have the right to enter the same as authorized agent of (name of lessee) either by force or otherwise, without being liable to any prosecution therefore, to relet the same, to remove all the personal property therein, padlock the said premises, and at its option, the NDC may lease the premises without written notice to the (name of lessee). The LESSOR shall have the right to retain the properties found in the leased premises as security for the payment of the (name of lessee)'s under this Contract, dispose the same at public auction or by private sale and apply the proceeds thereof to such obligations or place the same on deposit if necessary without prejudice to the right of the NDC to collect the deficiency, if any from the (name of the lessee).

## **21.SALE OF LEASED PREMISES**

The NDC has the right to sell the Leased Premises at anytime 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.

## **22. BREACH OR DEFAULT**

Any breach or default of the terms and conditions of this Contract and the defaulting party fails to correct or remedy the breach within thirty (30) days from written notice by the aggrieved party, then the aggrieved party shall have the right to terminate the lease by written notice to the defaulting party, and the defaulting party shall be liable to the aggrieved party for any actual, reasonable and documented damages, resulting from such default or termination.

Should the aggrieved party be constrained to hire the services of counsel to enforce its rights hereunder, the party in default shall be liable to the aggrieved party for attorney's fees in the amount equivalent to 25% of the amount claimed but in no case less than ₱20,000.00 in addition to the costs of the litigation and other expenses arising or related to the court suit. Venue of litigation shall exclusively be in the City of Makati, Philippines.

In all cases where this Contract is terminated or canceled whether judicially or extra-judicially by reason of any default or breach committed by the (name of lessee), the said (name of lessee) shall be liable fully to the NDC for the rentals corresponding to the remaining term of this lease as well as for any and all damages, actual or consequential, resulting from such default and termination of this Contract. The NDC is hereby authorized, as attorney-in-fact of the (name of lessee), to sell at public auction, with written notice to the (name of lessee), any and all goods, merchandise, machineries, equipment, etc. located at the leased premises and to apply the proceeds of such sale to any damage and outstanding obligation of the (name of lessee) under this Contract.

## **23. PRE-TERMINATION**

There shall be no pre-termination of this lease except as provided in Section 30 (b) hereof.

## **24. NON-WAIVER OF RIGHTS**

The failure of the NDC or the (name of lessee) to insist upon a strict performance of any of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any right or remedy that the NDC or (name of lessee) may have, nor shall it be construed as a waiver of any subsequent breach of the same on other terms, conditions or covenants. No waiver by the NDC or (name of lessee) of any of its right under this contract shall be deemed to have been made unless expressed in writing and signed by its duly authorized representative.

## **25. 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 with authority to exercise such power, either party may terminate this contract should the Leased Premises become no longer useful for

purposes of this lease, upon giving the other party thirty (30) days written notice thereof. In case of such expropriation, the (name of lessee) hereby unconditionally relieves and releases the NDC from any and all liability under this Contract in connection with or arising out of such expropriation proceedings on account of damage done or caused to it or its properties.

## **26. NDC'S LIEN**

In case (name of lessee) 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 (name of lessee) and its officers, employees, agents and representatives, whether by force or otherwise, from taking out any furniture, fixtures, machineries, equipment, etc. from the Leased Premises.

## **27. BANKRUPTCY**

If at the date of commencement of the term of this Contract or if at any time during the term of this lease there will be filed by or against the (name of lessee) in any court pursuant to any statute, a petition for bankruptcy or for insolvency or for reorganization or for the appointment of a receiver or trustee of all or a substantial portion of (name of lessee)'s properties, and within sixty (60) days thereafter (name of lessee) fails to secure a discharge thereof; or if (name of lessee) makes an assignment for the benefit of the creditors or petitions for or enters into such agreements, this lease, at the NDC's option exercised within reasonable amount of time after notice of the happening of any one or more of such events, may be cancelled and terminated. Neither (name of lessee) nor any person claiming through or under (name of lessee) by virtue of any statute or order of any court shall be entitled to possession or to retain in possession of the Leased Premises but shall forthwith quit and surrender the Leased Premises. NDC, in addition to the other rights and remedies it has by virtue of any other provision herein or elsewhere contained in this Contract or by virtue of any statute or rule of law shall retain as liquidated damages any rent, security, deposit or monies received by it from (name of lessee) or others in behalf of (name of lessee). However, in the alternative, should NDC decide to exercise the right to accept rent from the receiver, trustee, or other judicial officer in their fiduciary capacity during the terms of their occupancy without affecting NDC's rights as contained in this Contract, no receiver, trustee, or other judicial officer shall ever have any right, title or interest to the Leased Premises by virtue of this Contract.

## **28. 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 the either Party encounters a breach of personal or sensitive personal information which it acquired due to this contract, said Party shall immediately notify the other Party of the same. The 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.

## **29.COMPLIANCE WITH EXECUTIVE ORDER (EO) 398**

As required under EO 398, (name of lessee) shall submit income and business tax returns duly stamped and received by the Bureau of Internal Revenue (BIR), before entering and during the duration of this Contract. (Name of lessee), through its responsible officer, shall also certify under oath that it is free and clear of all tax liabilities to the government. (Name of lessee) shall pay taxes in full and on time and that failure to do so will entitle NDC to suspend or terminate this Contract.

## **30.OTHER TERMS AND CONDITIONS**

- a) 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 PARTIES.
- b) The NDC may terminate the lease contract and eject the (name of lessee) 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.
- c) Payment of the sums due hereunder shall be subject to existing government accounting and auditing rules and regulations.
- d) Any legal action or proceeding arising out or in connection with this Contract, and all other instruments related therewith, shall be settled through arbitration pursuant to the relevant provisions of Republic Act No. 9285 or the Alternative Dispute Resolution Act of 2004. If the dispute is not settled before arbitration, the Parties hereto agree to submit all suits or actions arising from this Contract and any other matter directly or indirectly related to it, to the proper courts where NDC's principal office is situated at the time of filing of action to the exclusion of all other courts.
- e) This Lease Contract supersedes and renders void any and all Agreements and undertaking, oral and/or written, previously agreed upon between the parties pertaining to the Leased Premises, and this Contract may not be modified or altered except by instrument in writing duly signed by the Parties hereto.

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)

\_\_\_\_\_  
(name of lessee)

By:

By:

**MA. LOURDES F. REBUENO**  
General Manager

\_\_\_\_\_  
Position/Designation

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_

\_\_\_\_\_



## ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in City of Makati, on this \_\_\_\_ day of \_\_\_\_\_, 2021, personally appeared:

	<u>Government I.D.</u>	<u>Expiration</u>
MA. LOURDES F. REBUENO	Passport No. P5110141B	Valid until March 2030

\_\_\_\_\_  
both known to me to be the same persons who executed the foregoing instrument and they 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.\_\_\_\_\_  
Book No.\_\_\_\_\_  
Page No.\_\_\_\_\_  
Series of 2021