



Republic of the Philippines
PROVINCE OF PAMPANGA
BIDS AND AWARDS COMMITTEE
Provincial Capitol, City of San Fernando (P)
Tel. No. (045) 963-1726

NOTICE OF AWARD

July 10, 2023

CITY-WEST MOTORS CORPORATION
Jose Abad Santos Avenue,
Cabalantian, Bacolor, Pampanga

SIR / MADAME :

Greetings!

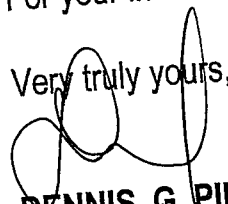
We are pleased to notify you that the following item has been awarded in your favor:

PR #	DESCRIPTION	Contract Price	
23-1423	Supply and Delivery of seven (7) units of various Motor Vehicles	PhP	14,365,000.00

You are therefore required to post a Performance Security in the form and amount stipulated in the Instruction to Bidders **within ten (10) days from receipt of this Notice of Award**. Failure to provide the performance security shall constitute sufficient ground for the cancellation of this award and forfeiture of your Bid Security.

For your information and guidance.

Very truly yours,


DENNIS G. PINEDA
Governor

	Print Name and Signature	DATE
PROOF OF RECEIPT		



BIDS AND AWARDS COMMITTEE

➤ Excerpts from the regular session of the **IG-BAC** of the Provincial Government of Pampanga held on July 05, 2023 at the Old S.P. Session Hall, Provincial Capitol, City of San Fernando, Pampanga

➤ Present:

Atty. Cecil L. Andin	Chairman
Mr. Francis V. Maslog	Vice-Chairman
Dr. Augusto S. Baluyut, Jr.	Member
Ms. Rima K. Bondoc	Member

➤ On Official Business:

Engr. Olimpio M. Pangan	Member
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BIDS AND AWARDS COMMITTEE BAC RESOLUTION NO. 2023-316 A-DGP

"A RESOLUTION AWARDING PURCHASE REQUEST NO. 23-1423 TO CITY-WEST MOTORS CORPORATION"

WHEREAS, the Provincial Government of Pampanga published in accordance with law an invitation to bid for **P.R. # 23-1423 - Supply and Delivery of Seven (7) units of various Motor Vehicles** with an approved budget for the contract in the amount of Fourteen Million Three Hundred Seventy Thousand Pesos, Philippine Currency (PhP 14,370,000.00);

WHEREAS, pursuant to the aforesaid invitation, a public bidding was held on May 31, 2023, wherein only one bidder, **City-West Motors Corporation** submitted its bid which when opened revealed to be compliant with the eligibility and technical requirements as stated in the Bidding Documents using a non-discretionary "pass/fail" criteria;

WHEREAS, after evaluation of the financial proposal, the BAC declared the bid of **City-West Motors Corporation** as the **Single Calculated Bid** in the amount of **PhP 14,365,000.00**;

WHEREAS, upon careful examination, validation and verification of all eligibility, technical and financial requirements submitted by **City-West Motors Corporation** by way of post-qualification, the BAC found that its bid has passed all the criteria and was thus declared as the **Single Calculated Responsive Bid** in the amount of **Fourteen Million Three Hundred Sixty Five Thousand Pesos, Philippine Currency (PhP 14,365,000.00)**;

NOW THEREFORE, the members of the Bids and Awards Committee, in regular session assembled:

RESOLVED, as it is hereby resolved, to recommend the award of the contract to ~~City West Motors Corporation~~, in the amount of **Fourteen Million Three Hundred Sixty Five Thousand Pesos, Philippine Currency (PhP 14,365,000.00)** in accordance with R.A. No. 9184 and its Revised IRR;


RESOLVED FURTHER, to submit the foregoing recommendation to the Head of the Procuring Entity (HOPE) for approval.

APPROVED.

I HEREBY CERTIFY TO THE CORRECTNESS OF THE ABOVE-QUOTED RESOLUTION:

ATTESTED:

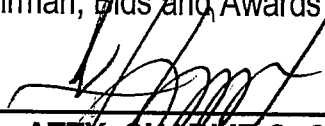
APPROVED / DISAPPROVED:



ATTY. JOSE LUIS REY S. MUNSAYAC
Chairman, Bids and Awards Committee
Secretariat



ATTY. CECIL L. ANDIN
Chairman, Bids and Awards Committee



ATTY. CHARLIE G. CHUA
Provincial Administrator
Designated HOPE
(Per Executive Order No. 20-2022)



Republic of the Philippines
PROVINCE OF PAMPANGA
BIDS AND AWARDS COMMITTEE
Provincial Capitol, City of San Fernando (P)
Tel. No. (045) 963-1726

NOTICE OF AWARD

July 3, 2023

ARGC CONSTRUCTION AND TRADING
Teacher's Village, Dela Paz, San Simon,
Pampanga.

SIR / MADAME :

Greetings!

We are pleased to notify you that the following item has been awarded in your favor:

PR #	DESCRIPTION	Contract Price
23-1782	Supply and Delivery of 1 lot – Collapsible/Adjustable Modular Platform Stage	PhP 2,352,000.00

You are therefore required to post a Performance Security in the form and amount stipulated in the Instruction to Bidders within ten (10) days from receipt of this Notice of Award. Failure to provide the performance security shall constitute sufficient ground for the cancellation of this award and forfeiture of your Bid Security.

For your information and guidance.

Very truly yours,


DENNIS G. PINEDA
Governor 

	Print Name and Signature	DATE
PROOF OF RECEIPT		



Republic of the Philippines
PROVINCE OF PAMPANGA
Provincial Capitol, City of San Fernando, Pampanga

BIDS AND AWARDS COMMITTEE

➤ Excerpts from the regular session of the **IG -BAC** of the Provincial Government of Pampanga held on June 30, 2023 at the Old S.P. Session Hall, Provincial Capitol, City of San Fernando, Pampanga.

➤ Present:	Atty. Cecil L. Andin	Chairman
	Engr. Olimpio M. Pangan	Member
	Ms. Rima K. Bondoc	Member

➤ On Official Business:	Dr. Augusto S. Baluyut, Jr.	Member
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➤ Absent:	Mr. Francis V. Maslog	Vice-Chairman
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BIDS AND AWARDS COMMITTEE
BAC RESOLUTION NO. 2023- 3/2 A-DGP

“A RESOLUTION AWARDING PURCHASE REQUEST NO. 23-1782 TO ARGC CONSTRUCTION AND TRADING”

WHEREAS, the Provincial Government of Pampanga published in accordance with law an invitation to bid for **P.R. # 23 -1782- Supply and Delivery of 1 lot – Collapsible/Adjustable Modular Platform Stage** with an approved budget for the contract in the amount of Two Million Four Hundred Thousand Pesos, Philippine Currency (PhP 2,400,000.00):

WHEREAS, pursuant to the aforesaid invitation, a public bidding was held on June 14, 2023, wherein only one bidder, **ARGC Construction and Trading** submitted its bid which when opened revealed to be compliant with the eligibility and technical requirements, as stated in the Bidding Documents using a non-discretionary “pass/fail” criteria;

WHEREAS, after evaluation of the financial proposal, the BAC declared the bid of **ARGC Construction and Trading** as the **Single Calculated Bid** in the amount of **PhP 2,352,000.00**;

WHEREAS, upon careful examination, validation and verification of all eligibility, technical and financial requirements submitted by **ARGC Construction and Trading** by way of post-qualification, the BAC found that its bid has passed all the criteria and was thus declared as the **Single Calculated and Responsive Bid** in the amount of **Two Million Three Hundred Fifty Two Thousand Pesos, Philippine Currency (PhP 2,352,000.00)**;

NOW THEREFORE, the members of the Bids and Awards Committee, in regular session assembled:

RESOLVED, as it is hereby resolved, to recommend the award of the contract to **ARGC Construction and Trading** in the amount of **Two Million Three Hundred Fifty Two Thousand Pesos, Philippine Currency (PhP 2,352,000.00)** in accordance with R.A. No. 9184 and its Revised IRR;

RESOLVED FURTHER, to submit the foregoing recommendation to the Head of the Procuring Entity (HOPE) for approval.

APPROVED.

I HEREBY CERTIFY TO THE CORRECTNESS OF THE ABOVE-QUOTED RESOLUTION:

ATTESTED:

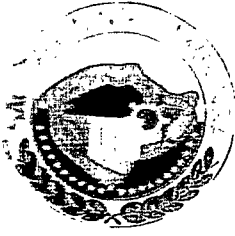
APPROVED / DISAPPROVED:

Heavily

FILIPINA R. SEVILLA
Chairperson, Bids and Awards Committee
Secretariat

ATTY. CECIL L. ANDIN
Chairman, Bids and Awards Committee

ATTY. CHARLIE G. CHUA
Provincial Administrator
Designated HOPE
(Per Executive Order No. 20-2022)



Republic of the Philippines
PROVINCE OF PAMPANGA
BIDS AND AWARDS COMMITTEE
 Provincial Capitol, City of San Fernando (P)
 Tel. No. (045) 963-1726

NOTICE OF AWARD

July 3, 2023

MILEMART ENTERPRISE
 San Miguel Betis, Guagua,
 Pampanga

SIR / MADAME :

Greetings!

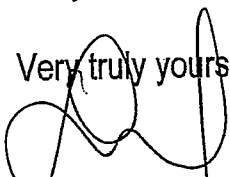
We are pleased to notify you that the following item has been awarded in your favor:

PR #	DESCRIPTION	Contract Price
23-1665	Supply and Delivery of various customized wooden furnitures with skills training component on furniture making	Php 24,899,730.00

You are therefore required to post a Performance Security in the form and amount stipulated in the Instruction to Bidders **within ten (10) days from receipt of this Notice of Award.** Failure to provide the performance security shall constitute sufficient ground for the cancellation of this award and forfeiture of your Bid Security.

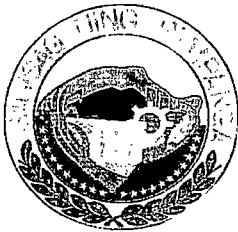
For your information and guidance.

Very truly yours,



DENNIS G. PINEDA
 Governor

	Print Name and Signature	DATE
PROOF OF RECEIPT		



Republic of the Philippines
PROVINCE OF PAMPANGA
Provincial Capitol, City of San Fernando, Pampanga

BIDS AND AWARDS COMMITTEE

Excerpts from the regular session of the **IG -BAC** of the Provincial Government of Pampanga held on June 30, 2023 at the Old S.P. Session Hall, Provincial Capitol, City of San Fernando, Pampanga.

Present: Atty. Cecil L. Andin Chairman
Engr. Olimpio M. Pangan Member
Ms. Rima K. Bondoc Member

On Official Business:
Dr. Augusto S. Baluyut, Jr. Member

Absent: Mr. Francis V. Maslog Vice-Chairman

BIDS AND AWARDS COMMITTEE
BAC RESOLUTION NO. 2023-311 A-DGP

"A RESOLUTION AWARDING PURCHASE REQUEST NO. 23-1665
TO MILEMART ENTERPRISE"

WHEREAS, the Provincial Government of Pampanga published in accordance with law an invitation to bid for **P.R. # 23 -1665 – Supply and Delivery of various customized wooden furnitures with skills training component on furniture making** with an approved budget for the contract in the amount of Twenty Four Million Nine Hundred Sixty Four Thousand Five Hundred Pesos, Philippine Currency (PhP 24,964,500.00):

WHEREAS, pursuant to the aforesaid invitation, a public bidding was held on June 07, 2023, wherein only one bidder, **Milemart Enterprise** submitted its bid which when opened revealed to be compliant with the eligibility and technical requirements as stated in the Bidding Documents using a non-discretionary "pass/fail" criteria;

WHEREAS, after evaluation of the financial proposal, the BAC declared the bid of **Milemart Enterprise** as the **Single Calculated Bid** in the amount of **PhP 24,899,730.00**;

WHEREAS, upon careful examination, validation and verification of all eligibility, technical and financial requirements submitted by **Milemart Enterprise** by way of post-qualification, the BAC found that its bid has passed all the criteria and was thus declared as the **Single Calculated and Responsive Bid** in the amount of **Twenty Four Million Eight Hundred Ninety Nine Thousand Seven Hundred Thirty Pesos, Philippine Currency (PhP 24,899,730.00)**;

NOW THEREFORE, the members of the Bids and Awards Committee, in regular session assembled:

RESOLVED, as it is hereby resolved, to recommend the award of the contract to **Milemart Enterprise**, in the amount of **Twenty Four Million Eight Hundred Ninety Nine Thousand Seven Hundred Thirty Pesos, Philippine Currency (PhP 24,899,730.00)** in accordance with R.A. No. 9184 and its Revised IRR;

RESOLVED FURTHER, to submit the foregoing recommendation to the Head of the Procuring Entity (HOPE) for approval.

APPROVED.

I HEREBY CERTIFY TO THE CORRECTNESS OF THE ABOVE-QUOTED RESOLUTION:

ATTESTED:

APPROVED / DISAPPROVED:

F. Sevilla

FILIPINA R. SEVILLA
Chairperson, Bids and Awards Committee
Secretariat

ATTY. CECIL L. ANDIN
Chairman, Bids and Awards Committee

[Signature]

ATTY. CHARLIE G. CHUA
Provincial Administrator
Designated HOPE
(Per Executive Order No. 20-2022)

Republic of the Philippines
PROVINCE OF PAMPANGA
BIDS AND AWARDS COMMITTEE
Provincial Capitol, City of San Fernando (P)

NOTICE OF AWARD

June 30, 2023

STERITEX MEDICAL SYSTEM
Villa Del Sol Subdivision, Magliman,
City of San Fernando (P)

SIR / MADAME :

Greetings!

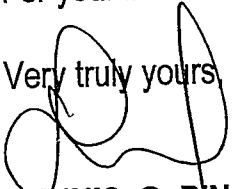
We are pleased to notify you that the following item has been awarded in your favor:

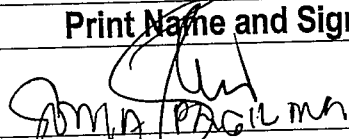
PR #	DESCRIPTION	Contract Price
23-1248	LOT 1 Supply and Delivery of Dairy Products	PhP 1,667,500.00

You are therefore required to post a Performance Security in the form and amount stipulated in the Instruction to Bidders **within ten (10) days from receipt of this Notice of Award.** Failure to provide the performance security shall constitute sufficient ground for the cancellation of this award and forfeiture of your Bid Security.

For your information and guidance.

Very truly yours,


DENNIS G. PINEDA
Governor

	Print Name and Signature	DATE
PROOF OF RECEIPT	 Dennis G. Pineda	7/03/2023



Republic of the Philippines
PROVINCE OF PAMPANGA
BIDS AND AWARDS COMMITTEE
Provincial Capitol, City of San Fernando (P)

NOTICE OF AWARD

June 30, 2023

TSD TRADING
San Vicente, Apalit,
Pampanga

SIR / MADAME :

Greetings!

We are pleased to notify you that the following item has been awarded in your favor:

PR #	DESCRIPTION	Contract Price
23-1248	LOT 2 Supply and Delivery of Grain Products	PhP 6,625,000.00

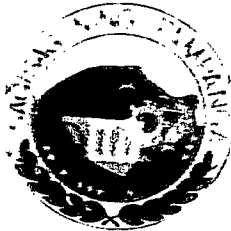
You are therefore required to post a Performance Security in the form and amount stipulated in the Instruction to Bidders **within ten (10) days from receipt of this Notice of Award.** Failure to provide the performance security shall constitute sufficient ground for the cancellation of this award and forfeiture of your Bid Security.

For your information and guidance.

Very truly yours,


DENNIS G. PINEDA
Governor

	Print Name and Signature	DATE
PROOF OF RECEIPT		



Republic of the Philippines
PROVINCE OF PAMPANGA
Provincial Capitol, City of San Fernando, Pampanga

BIDS AND AWARDS COMMITTEE

Excerpts from the regular session of the **MEDIC -BAC** of the Provincial Government of Pampanga held on June 23, 2023 at the Old S.P. Session Hall, Provincial Capitol, City of San Fernando, Pampanga

Present: Atty. Cecil L. Andin Chairman
Mr. Francis V. Maslog Vice-Chairman
*Dr. Zenon V. Ponce Member
*Dr. Rachell P. Gutierrez Member
Dr. Maria Imelda M.L. Ignacio Member

Absent: None

BIDS AND AWARDS COMMITTEE
BAC RESOLUTION NO. 2023- 306 A-DGP

**"A RESOLUTION AWARDING PURCHASE REQUEST NO. 23-1248-
LOT 1 TO STERITEX MEDICAL SYSTEM AND LOT 2 TO TSD
TRADING"**

WHEREAS, the Provincial Government of Pampanga published in accordance with law an invitation to bid for **P.R. # 23-1248- Lot 1 - Supply and delivery of Dairy Products** with an approved budget for the contract in the amount of **One Million Six Hundred Seventy Five Thousand Pesos, Philippine Currency (PhP 1,675,000.00)**, **Lot 2 - Supply and delivery of Grain Products** with an approved budget for the contract in the amount of **Six Million Six Hundred Thirty Thousand Pesos, Philippine Currency, (PhP 6,630,000.00)** and **Lot 3 - Supply and delivery of Dietary/Nutritional Supplements** with an approved budget for the contract in the amount of **Four Hundred Fifty Thousand Pesos, Philippine Currency, (PhP 450,000.00)**;

WHEREAS, pursuant to the aforesaid invitation, a public bidding was held on May 17, 2023, wherein **Steritex Medical System** submitted its bid for Lot 1; **TSD Trading** submitted its bid for Lot 2; and no bidder purchased bid documents for Lot 3;

WHEREAS, during the opening of bids, the BAC, using a non-discretionary "pass/fail" criteria determined the following:

- The submission of **Steritex Medical System**, for Lot 1 as compliant with the eligibility and technical requirements as stated in the Bidding Documents;
- The submission of **TSD Trading**, for Lot 2 as compliant with the eligibility and technical requirements as stated in the Bidding Documents;
- Since there is no bidder for Lot 3, declared a **Failure of Public Bidding** and the same was referred to the end-user for evaluation.

WHEREAS, the detailed evaluation of the bids resulted in the following:

- (a) For Lot 1, the bid of **Steritex Medical System** was found responsive and was declared as the Single Calculated Bid. The same was forwarded to the TWG for post-qualification evaluation.
- (b) For Lot 2, the bid of **TSD Trading** was found responsive and was declared as the Single Calculated Bid. The same was forwarded to the TWG for post-qualification evaluation.

WHEREAS, after careful examination, validation and verification of all eligibility, technical and financial requirements submitted by the respective bidders, the TWG submitted the following findings:

- (a) For Lot 1, the bid of **Steritex Medical System** passed all the criteria and was thus declared as the Single Calculated and Responsive Bid in the amount of **One Million Six Hundred Sixty Seven Thousand Five Hundred Pesos, Philippine Currency (PhP 1,667,500.00)**; and
- (b) For Lot 2, the bid of **TSD Trading** passed all the criteria and was thus declared as the Single Calculated and Responsive Bid in the amount of **Six Million Six Hundred Twenty Five Thousand Pesos, Philippine Currency (PhP 6,625,000.00)**.

NOW THEREFORE, the members of the Bids and Awards Committee, in regular session assembled:

RESOLVED, as it is hereby resolved, to recommend the award of the contracts to:

- (a) **Steritex Medical System** in the amount of **One Million Six Hundred Sixty Seven Thousand Five Hundred Pesos, Philippine Currency (PhP 1,667,500.00)** for Lot 1 in accordance with R.A. No. 9184 and its Revised IRR; and
- (b) **TSD Trading** in the amount of **Six Million Six Hundred Twenty Five Thousand Pesos, Philippine Currency (PhP 6,625,000.00)** for Lot 2 in accordance with R.A. No. 9184 and its Revised IRR;

RESOLVED FURTHER, to submit the foregoing recommendation to the Head of the Procuring Entity (HOPE) for approval.

APPROVED.

I HEREBY CERTIFY TO THE CORRECTNESS OF THE ABOVE-QUOTED
RESOLUTION:

ATTESTED:

APPROVED / DISAPPROVED:

Filipina R. Sevilla

FILIPINA R. SEVILLA
Vice-Chairperson, Bids and Awards
Committee Secretariat

ATTY. CECIL L. ANDIN

Chairman, Bids and Awards Committee

ATTY. CHARLIE G. CHUA

Provincial Administrator
Designated HOPE
(Per Executive Order No. 20-2022)



PROVINCE OF PAMPANGA
BIDS AND AWARDS COMMITTEE
 Provincial Capitol, City of San Fernando (P)
 Tel. No. (045) 963-1726

NOTICE OF AWARD

July 3, 2023

G-WELL GENERAL MERCHANDISE
 Parian, Mexico, Pampanga

SIR / MADAME :

Greetings!

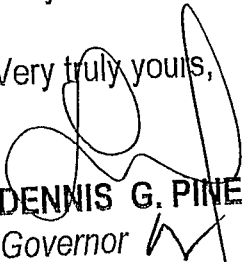
We are pleased to notify you that the following item has been awarded in your favor:

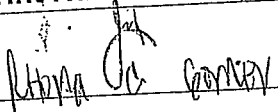
PR #	DESCRIPTION	Contract Price
23-1469	Supply and Delivery of 7,709 cases- Canned Goods	PhP 16,610,862.00

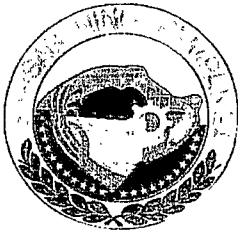
You are therefore required to post a Performance Security in the form and amount stipulated in the Instruction to Bidders within ten (10) days from receipt of this Notice of Award. Failure to provide the performance security shall constitute sufficient ground for the cancellation of this award and forfeiture of your Bid Security.

For your information and guidance.

Very truly yours,


DENNIS G. PINEDA
 Governor

	Print Name and Signature	DATE
PROOF OF RECEIPT		July 04, 2023



Republic of the Philippines
PROVINCE OF PAMPANGA
Provincial Capitol, City of San Fernando, Pampanga

BIDS AND AWARDS COMMITTEE

Excerpts from the regular session of the **IG-BAC** of the Provincial Government of Pampanga held on June 30, 2023 at the Old S.P. Session Hall, Provincial Capitol, City of San Fernando, Pampanga

Present: Atty. Cecil L. Andin Chairman
 Engr. Olimpio M. Pangan Member
 Ms. Rima K. Bondoc Member

On Official Business:
 Dr. Augusto S. Baluyut, Jr. Member

Absent: Mr. Francis V. Maslog Vice-Chairman

BIDS AND AWARDS COMMITTEE
BAC RESOLUTION NO. 2023-310 A-DGP

**“A RESOLUTION AWARDING PURCHASE REQUEST NO. 23-1469
TO G-WELL GENERAL MERCHANDISE”**

WHEREAS, the Provincial Government of Pampanga published in accordance with law an invitation to bid for **P.R. # 23-1469– Supply and delivery of 7,709 cases – Canned Goods** with an approved budget for the contract in the amount of Sixteen Million Six Hundred Twenty Six Thousand Two Hundred Eighty Pesos, Philippine Currency (PhP 16,626,280.00);

WHEREAS, pursuant to the aforesaid invitation, a public bidding was held on May 10, 2023, wherein only one bidder, **G-Well General Merchandise** submitted its bid which when opened revealed to be compliant with the eligibility and technical requirements as stated in the Bidding Documents using a non-discretionary “pass/fail” criteria;

WHEREAS, after evaluation of the financial proposal, the BAC declared the bid of **G-Well General Merchandise** as the **Single Calculated Bid** in the amount of **PhP 16,610,862.00**;

WHEREAS, upon careful examination, validation and verification of all eligibility, technical and financial requirements submitted by **G-Well General Merchandise** by way of post-qualification, the BAC found that its bid has passed all the criteria and was thus declared as the **Single Calculated Responsive Bid** in the amount of **Sixteen Million Six Hundred Ten Thousand Eight Hundred Sixty Two Pesos, Philippine Currency (PhP 16,610,862.00)**;

NOW THEREFORE, the members of the Bids and Awards Committee, in regular session assembled:

RESOLVED, as it is hereby resolved, to recommend the award of the contract to **G-Well General Merchandise**, in the amount of **Sixteen Million Six Hundred Ten Thousand Eight Hundred Sixty Two Pesos, Philippine Currency (PhP 16,610,862.000)** in accordance with R.A. No. 9184 and its Revised IRR;

RESOLVED FURTHER, to submit the foregoing recommendation to the Head of the Procuring Entity (HOPE) for approval.

APPROVED.

I HEREBY CERTIFY TO THE CORRECTNESS OF THE ABOVE-QUOTED RESOLUTION:

ATTESTED:

APPROVED / DISAPPROVED:

Filipina

FILIPINA R. SEVILLA,
Chairperson, Bids and Awards Committee
Secretariat

ATTY. CECIL L. ANDING,
Chairman, Bids and Awards Committee

ATTY. CHARLIE G. CHUA,
Provincial Administrator
Designated HOPE
(Per Executive Order No. 20-2022)



Republic of the Philippines
PROVINCE OF PAMPANGA
OFFICE OF THE GOVERNOR
Provincial Capitol, City of San Fernando, Pampanga
Tel. No. (045) 435-2577

NOTICE OF AWARD

May 31, 2023

Global Aseana Land Development Corp.
Quezon Road, San Isidro, San Simon, Pampanga

SIR/MADAME:

We are pleased to inform you that the contract for Purchase Request No. 23-1942 for 4 months Lease of Warehouse to be used as Storage Facility of Welfare/Relief Goods for the Province of Pampanga (PGSO) is hereby awarded to you in the amount of Php871,790.53.

Thank you.

Very truly yours,


ATTY. CHARLIE G. CHUA

Provincial Administrator

Designated HOPE

(per Exec. Order 20-2022)

PROOF OF RECEIPT:

Signature over printed name: Ms. WILSA G. GARCIA

Designation: _____

Date: 5-31-2023

CONTRACT OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT OF LEASE made and entered into by and between:

GLOBAL ASEANA LAND DEVELOPMENT CORP., a corporation organized and existing under the laws of the Republic of the Philippines, with a business address at Quezon Road, Brgy. San Isidro, San Simon, Pampanga, represented herein by **MA. LUISA G. GARCIA**, hereinafter referred to as the "**LESSOR**";

- and -

Provincial Government of Pampanga, with government address at Capitol Compound, Capitol Blvd., Brgy. Sto Niño, City of San Fernando, Pampanga represented herein by **Gov. Dennis G. Pineda**, hereinafter referred to as the "**LESSEE**";

WITNESSETH:

WHEREAS, the LESSOR is the registered owner of a PROPERTY on a parcel of land specifically described as:

Block 31 Lot 5B consisting of 1,945.961 square meters located at Global Aseana Business Park 1; Brgy. San Isidro, San Simon, Pampanga.

WHEREAS, the LESSOR has offered unto the LESSEE to lease the aforesaid UNIT/PROPERTY with area of 1,945.961 square meters under the terms and conditions stipulated below.

NOW, THEREFORE, for and in consideration of the payment of rent and of mutual compliance of all the conditions and covenants hereinafter contained, the LESSOR has agreed to lease unto the LESSEE, and the latter has agreed to accept as it hereby accepts the lease under the following terms and conditions:

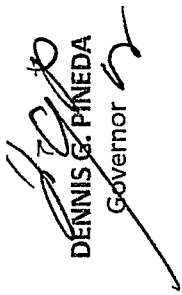
SECTION 1. DURATION OF LEASE CONTRACT


a) The term of this lease shall be for a period of four (4) months commencing on June 1, 2023 and expiring on October 1, 2023.

b) In case of renewal of lease, there shall be an escalation of five percent (5%) on the rental rate and upon such terms and conditions as may thereafter be agreed upon. Notice to extend the lease should be made at least sixty (60) days prior to the end of this lease contract.

SECTION 2. RENTALS

a) The monthly rental for the leased premises exclusive of Common Utility Service Area (CUSA) inclusive of the Value-added Tax (VAT) and net of applicable Withholding Tax for the amount of **PESOS: Two Hundred Eight Thousand Two Hundred Seventeen and 83/100 only (Php208,217.83)** per month, Philippine Currency.


DENNIS G. PINEDA
Governor


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b) The WHI shall be withheld and remitted by the LESSEE to the Bureau of Internal Revenue (BIR) for the account of the LESSOR. The LESSEE has to issue to the LESSOR the required BIR stamped Tax Withheld Return (BIR Form 2307) on the withholding tax applicable to the monthly rent.

SECTION 3. MANNER OF PAYMENT

a) The LESSEE shall pay to the LESSOR the amount of **PESOS: Four Hundred Sixteen Thousand Four Hundred Thirty Five and 66/100 only (Php416, 435.66)** Phil. Currency, equivalent two (2) months rental.

b) It is hereby expressly understood that failure on the part of the LESSEE to pay the monthly rentals within the period above specified, shall constitute delay, and the LESSOR shall be entitled to collect a late payment penalty charge of three percent (3%) of the rental due for the month, without prejudice to the provisions of Section 15 hereof and any other rights, power or authority of LESSOR under this contract. For the purpose of convenience, the parties agree that, in the computation of the stipulated penalty, a fraction of one month shall be considered as a whole month;

c) It is hereby agreed that the payment of the rent stipulated shall not be interrupted by, but shall continue to run during any flood, earthquake, riot, blackout, or any other cause of temporary nature. If the period to which the leased premises cannot be used exceeds more than one (1) month due to the above-mentioned causes the LESSEE shall be entitled to the proportionate reduction of the rental. This, notwithstanding this contract shall be automatically terminated if the LEASED PREMISES is totally destroyed, or, if the destruction is partial, the LESSEE may choose between rescission of this contract or the proportionate reduction of rentals, in accordance with the provisions of Article 1655 of the Civil Code with notice to the Lessor;

d) The default in the payment of the stipulated monthly rental for TWO (2) consecutive months will be a ground to terminate this contract with notice to the LESSEE.

SECTION 4. USE OF THE LEASED PREMISES

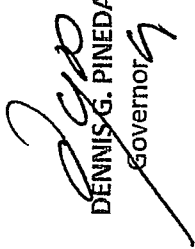
a) The LEASED PREMISES shall be used exclusively by the LESSEE as WAREHOUSE and the LESSEE shall not divert the use of the premises to other purposes without the prior written consent of the LESSOR.


b) It is hereby understood that the LEASED PREMISES shall not in any instance be used for any illegal or immoral activities, all of which are hereby strictly prohibited.

c) The LESSEE holds the LESSOR free from any liability arising from violations of the law of the Republic of the Philippines in relation to the use and business operation of the LESSEE at the leased premises.

SECTION 5. SUBMISSION OF PLANS

The LESSEE shall submit floor plans of the proposed installations, improvements, lighting fixtures, floor covering and other partitions required by the nature and purpose of its business, and only after the receipt of LESSOR's written approval of the said floor plan may LESSEE install and maintain said installations and improvements at its own expense; Provided, that the strengths and general structure of the building or the premises are not thereby impaired or otherwise adversely affected; and, Provided further, that the other conditions of this contract are not thereby violated.


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Governor


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SECTION 6. PAYMENT OF BILLS

a) The LESSEE shall pay for its own utilities, e.g., electricity, water, telephone services etc. The LESSOR may shut off all utilities to the leased premises at any time after the LESSEE has failed to pay any sum due to the LESSOR by reason of this contract.

SECTION 7. REPAIRS, ALTERATIONS, ADDITIONS, MAINTENANCE AND IMPROVEMENTS

a) The LESSEE shall be responsible, at its own expense, for the maintenance and repair of the fixtures and facilities in the LEASED PREMISES.

b) The LESSEE shall not make alterations, additions and improvements, change existing partitions or installations of any kind and nature in the LEASED PREMISES without the prior submission of a plan of improvement and alteration duly approved in writing by the LESSOR. All repairs, alterations, additions and improvements by the LESSEE should be done without defacing or damaging the building floors, walls, or ceiling of the leased premises. Permanently attached additions or improvements introduced by the LESSEE shall become part of the building and property of the LESSOR and shall remain upon and be surrendered with the premises as part thereof upon termination of the lease or vacating of the premises prior to the expiration of the term, without reimbursing the cost thereof to the LESSEE.

c) Any damage caused by the LESSEE, its employees or visitors to the building floors, walls, ceiling, roof or fixtures shall be chargeable to the LESSEE. The LESSEE shall upon notice of such damages shall immediately cause the necessary repairs thereon, otherwise the LESSOR shall cause it to be done at the sole expense of the LESSEE. The LESSEE shall be obliged to reimburse the LESSOR of the repairs within five (5) days from receipt of the billing statement.

d.) The LESSOR may undertake necessary major repairs on the building with notice to the LESSEE, and any interruption or hindrance in the use by the LESSEE of the leased premises due to repairs shall not entitle the LESSEE to any damages or compensation whatsoever, nor shall it be a cause for the reduction of the rentals.

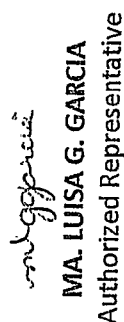
SECTION 8. WARRANTY OF LESSEE ON ORDERLINESS, SAFETY AND SANITARY CONDITIONS OF THE LEASED PREMISES

a) The LESSEE shall at its expense maintain the LEASED PREMISES in a clean, safe, orderly and sanitary condition, free from noxious odors, disturbing noises, and situations that may cause nuisance, pollution, conflagrations and/or explosions, and undertake to comply with all the rules, regulations and ordinances of the local and/or national government relative to the use and enjoyment of the LEASED PREMISES. The LESSEE shall also provide itself, at its own cost and expense, with receptacles which the city ordinances require to hold and contain waste matter, garbage and refuse, and shall deposit them at such place as may be designated by the authorities.

b) The LESSEE shall indemnify and hold harmless the LESSOR against all actions, suits and damages and claims by whomsoever they may be brought or made by reason of non-observance or of violations of said rules, regulations, ordinances or laws of any of the covenants of this section, without prejudice to the rights of the LESSOR under this contract.

c) The LESSEE shall at its own cost and expense install in the LEASED PREMISES an adequate number of fire extinguishers and shall cause the regular maintenance thereof during the term of the lease. It shall also insure the Building against


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fire and all other acts of god for its account during the duration of the lease contract. If the LESSOR has insured the building against fire and other acts of God, the premiums shall be charged to the LESSEE during the effectivity of the lease contract.

SECTION 9. PROHIBITION

The LESSEE shall not bring in or store in the LEASED PREMISES anything that is highly inflammable or explosive in nature, or any article or material which may expose the LEASED PREMISES to fire or thereby increase the fire hazard of the building or increase the rates of insurance of the building. Should the LESSEE do so, not only shall the latter be responsible for all the damages which such violation may cause the LESSOR but the LESSOR shall, in addition thereto, have the right to cancel this contract under Section 17 hereof.

SECTION 10. LOSS OR DAMAGE TO PROPERTY AND INJURY TO PERSONS

a) The LESSOR shall not be liable for loss or damage to goods or property inside, upon or about to bring inside the said premises or for injury to persons in or about the said premises for any cause whatsoever, whether the said loss, damage or injury be sustained by the LESSEE, its employees or third persons, or for any injury which the LESSEE, its students, visitors, agents or employees might sustain in the premises.

b) The LESSOR shall not be liable nor responsible for any article delivered or left to or by any of the LESSEE's employees or of illegal or prohibited merchandise or articles or explosives brought to or found in the LEASED PREMISES or for any damage arising from the negligence of the LESSEE or its agents, employees, representative or any and all other persons, nor for any damage caused by natural calamities including typhoons, fire, floods, earthquakes, and other fortuitous events and force majeure which are beyond the LESSOR's control.

SECTION 11. RIGHT OF INSPECTION


The LESSOR and/or its authorized agent shall by prior notice to the LESSEE or its authorized agent/occupant, have the right to enter the LEASED PREMISES at any time to examine the same or for any purpose which may be deemed necessary for the operation or maintenance of the building or its installations, and, during the last three (3) months of the term of the lease, to exhibit the leased premises to prospective tenants.

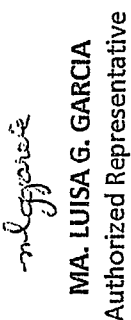
SECTION 12. TAXES

All taxes on the LEASED PREMISES, except realty taxes shall be for the account of the LESSEE.

SECTION 13. SUBLEASE, TRANSFER OF RIGHTS

The LESSEE is absolutely prohibited from assigning, transferring or encumbering its rights under this contract nor sublease or subject all or any part of the LEASED PREMISES. No right, title or interest thereto or therein shall be conferred on or vested in any one other than the original LESSEE which is the party to this contract. Breach of this condition shall be a ground for the termination of this contract by the LESSOR, and the forfeiture of the security deposit under Section 3 hereof.


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SECTION 14. ABANDONMENT OF LEASED PREMISES OR BREACH OF CONTRACT

a) In case the LEASED PREMISES shall be abandoned before or after the expiration of this lease, or in case of breach of the terms and conditions hereof, the LESSOR, his duly authorized representatives and/or employees, shall have the right to enter the subject LEASED PREMISES as the duly authorized agent of the LESSEE, and in any such case, the LESSEE hereby appoints the LESSOR, to be its duly authorized attorney-in-fact, with full power and authority to open, occupy, padlock, secure, enclose, fence and otherwise take full and complete physical possession and control of the LEASED PREMISES without resorting to court action, and the LESSEE hereby empowers the LESSOR and/or any of his substitute(s) to take inventory and possession of whatever equipment, furniture, articles, merchandise, appliances, etc., found therein belonging to the LESSEE and/or other persons, and to place the same in a warehouse for safekeeping, charging the LESSEE the corresponding storage fee therefore; that in case LESSEE fails to claim within five (5) days from receipt of notice of said equipment, furniture, articles, merchandise, appliances, etc. from storage and liquidate its liability with the warehouse, LESSOR is likewise hereby expressly authorized and empowered by the LESSEE to dispose of said property(ies) in a public sale through a Notary Public and to apply the proceeds thereof to whatever liability(ies) and/or indebtedness LESSEE may have to LESSOR plus reasonable expense from the same, including storage fees, and the balance, if any, shall be returned to the LESSEE. The LESSEE hereby expressly agrees that any or all acts performed by the LESSOR, if done by duly authorized agents, employees or representatives under the provision of this section shall be free from any civil and/or criminal liability or responsibility whatsoever for.

b) The LEASED PREMISES shall be conclusively presumed to have been abandoned upon the occurrence of any, both and all of the following events:

- 1) When the LESSEE has taken all or almost all of its furniture and equipment from the LEASED PREMISES and/or has not been occupying the premises for one (1) month per the records of the security guards; or
- 2) Non-payment by the LESSEE of two (2) months rentals whether incurred consecutively or otherwise.

c) Should the LESSOR be compelled to seek judicial relief against the LESSEE, the latter shall, in addition to any other damages that may be awarded to the LESSOR, pay an amount equivalent to twenty-five percent (25%) of the amount claimed as and by way of attorney's fees (with a minimum amount of Php50,000.00) aside from the costs of litigation and other expenses which the law may entitle the LESSOR to recover from the LESSEE.

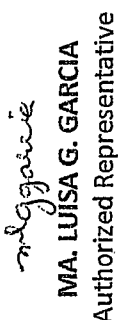
SECTION 15. PREMATURE TERMINATION

If the LESSOR pre-terminates this agreement the LESSEE shall be entitled to occupy the leased premises for thirty (30) days without rent until it has suitable premises to transfer to.

SECTION 16. SIGNBOARD RESTRICTION

The LESSEE may put up an identifying sign or advertisement in or around the building provided that the same does not spoil the appearance of, or cause damage to, the leased building. No other identifying sign or advertisement shall be put up, painted or inscribed in the LEASED PREMISES without the previous consent of the LESSOR.


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Governor


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SECTION 17. RETURN OF THE LEASED PREMISES

a) Upon the expiration of the term of this lease, or upon the pre-termination as provided in Section 2(b) hereof, or upon the cancellation of this lease as provided in Sections 15 and 16 hereof, the LESSEE agrees to promptly return and surrender within twenty-four (24) hours the LEASED PREMISES, without further notice, in as clean and good condition as when the LESSEE received the occupancy of the premises except for reasonable wear and tear, and without delay whatsoever, devoid of all occupants, furniture, articles and effects of any kind other than the permanent alterations, installations, additions or improvement which the LESSOR may elect to take, in accordance with the provisions of Section 8 of this contract.

b) If said premises be not surrendered at expiry date or upon cancellation of this lease, as provided under this section, the LESSEE shall pay by way of penalty, the equivalent to the accruing monthly rentals until possession is turned over to the LESSOR. Payment of said penalty shall likewise be without prejudice to the attorney's fees and other liabilities provided in this contract. The LESSEE shall furthermore hold the LESSOR free and harmless from any liability with respect to any and all claims made by any succeeding tenant against the LESSOR resulting from the delay by the LESSOR in delivering possession of the premises to such succeeding tenant, in so far as such delay is occasioned by the failure of the LESSEE to surrender the premises on time.

SECTION 18. SALE OR MORTGAGE OF LEASED PREMISES

The LESSEE agrees that the right to sell, mortgage or otherwise dispose of the leased premises shall be reserved to the LESSOR. In the event the LESSOR sells or cedes the leased premises in the future during the duration of the lease contract, he/she shall accordingly inform the LESSEE of such fact, and the LESSEE shall signify in writing whether he/she will avail of the option to buy within the period and if he does not manifest his intent to buy, the LESSOR may consummate the deal with any third party. This contract will automatically terminate at its expiry date.

In the above-mentioned case, the existing Lease Agreement shall not be terminated and terms of the Lease Agreement shall be respected and the right of the LESSEE to occupy the property until the end of the term of the lease should be upheld.

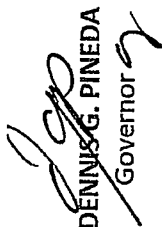
SECTION 19. NON-WAIVER

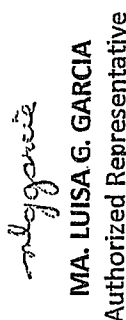
The failure of the either party to insist upon a strict performance of any of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any right or remedy that said party may have, nor shall it be construed as a waiver of any subsequent breach or default on the conditions and covenants which shall continue to be in full force and effect. No waiver by either party of any of its rights under this contract shall be deemed to have been made unless expressed in writing and signed by the said party.

In case the LESSEE has any rentals in arrears of at least one month, the same shall become demandable immediately, without the necessity of demand. Any unpaid rentals shall earn an interest if 3% per month until fully paid. A surcharge equivalent to 2% per month of any unpaid rentals shall be added.

SECTION 20. CUMULATIVE REMEDIES

All rights or remedies conferred upon or reserved to either party under this contract shall be deemed cumulative and not alternative or exclusive of any other rights or remedy


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Authorized Representative

Bids and Awards Committee
Provincial Capitol, City of San Fernando, (P)

NOTICE TO PROCEED

June 1, 2023

Global Aseana Land Development Corp.
Quezon Road, San Isidro, San Simon
Pampanga

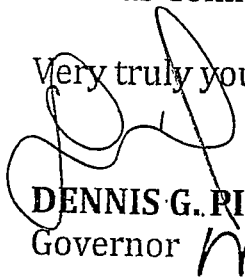
SIR/MADAME:

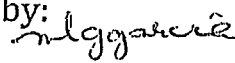
This is to inform you that the performance of the obligations specified in the attached Contract for P.R. No. 23-1942 "Lease of Warehouse to be used as Storage Facility of Welfare/Relief Goods of the Province of Pampanga for four (4) Months" shall commence upon receipt of this Notice to Proceed in accordance with Section IV(L) of Annex H (Consolidated Guidelines for Alternative Methods of Procurement) of the Updated RIRR of RA 9184.

As such you are responsible to perform the desired activities under the terms and conditions of the Contract.

Kindly confirm your receipt of this notice, which consists of two (2) pages, by signing in the space provided below. You must return one copy with your signature to the Provincial Government of Pampanga through the Bids and Awards Committee.

Very truly yours,


DENNIS G. PINEDA
Governor

Received by: 
MA. WELYN G. GARCIA

Date: 6/1/2023