



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



BAGONG PILIPINAS

NOTICE OF AWARD

February 14, 2024

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. 24-0636 for 12 months Lease of Warehouse to be used as Storage Facility of Welfare/Relief Goods and other Supplies and Equipment for the Province of Pampanga (PGSO) is hereby awarded to you in the amount of PhP 4,318,406.58.

Thank you

Very truly yours,


DENNIS G. PINEDA
Governor

PROOF OF RECEIPT:

Signature over printed name: MA: *Maria* G. GARCIA

Designation: _____

Date: 02-14-2024



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



NOTICE TO PROCEED

FEBRUARY 15, 2024

GLOBAL ASEANA LAND DEVELOPMENT CORP.
Quezon Road, San Isidro, San Simon, Pampanga

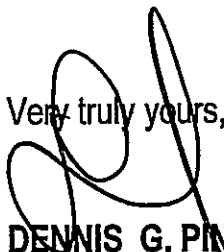
SIR / MADAME :

This is to inform you that the performance of the obligations specified in the attached Contract for P.R. No. 24-0636 "**Lease of Warehouse to be used as Storage Facility of Welfare/Relief Goods and other Supplies and Equipment of the Province of Pampanga for twelve (12) 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) copies, 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 Secretariat.

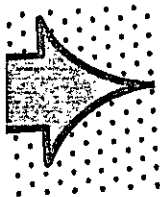
Very truly yours,


DENNIS G. PINEDA
Governor

Received by:



Date: 02-15-2024



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 30 Lots 5 and 6 consisting of 3,120.00 square meters (1,560.00 s.m. each) located at Global Aseana Business Park 2, Brgy. San Pablo Libutad, San Simon, Pampanga.

WHEREAS, the LESSOR has offered unto the LESSEE to lease the aforesaid UNIT/PROPERTY with area of 3,120.00 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 twelve (12) months commencing on February 16, 2024 and expiring on January 15, 2025.

SECTION 2. RENTALS

a) The monthly rental for the leased premises exclusive of Common Utility Service Area (CUSA) shall be in the amount of **Three Hundred Fifty Nine Thousand Eight Hundred Sixty Seven Pesos & 22/100 only (Php 359,867.22)** per month, Philippine Currency, subject to applicable withholding tax.

SECTION 3. MANNER OF PAYMENT

a) 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

DGP
DENNIS G. PINEDA
Governor

mlgarcia
MA. LUISA G. GARCIA
Authorized Representative

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;

b) 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.


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


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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 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


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Governor


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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

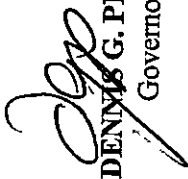
All taxes on the LEASED PREMISES, except realty taxes shall be for the account of the LESSEE.


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.

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,


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Governor


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Authorized Representative

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.

In case the LEASED PREMISES is abandoned before the expiration of this lease without any proper termination notice being issued, the security deposit equivalent to two (2) months' rentals shall automatically be considered forfeited in favor of the LESSOR under Section 4 hereof and the LESSEE shall be liable to pay for any applicable outstanding liabilities pertaining to utility bills and CUSA on the LEASED PREMISES.

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

The LESSEE shall have the option to pre-terminate the lease by giving the LESSOR Sixty (60) days advance notice of the LESSEE'S intention to pre-terminate the lease for reasons that financial difficulties or business reverses occurs making it unprofitable for the LESSEE to continue leasing the leased premises, with the condition to refund to the LESSEE its two (2) months security deposit. Any other reasons which may cause the LESSEE to pre-terminate the lease shall mean forfeiture of security deposit.

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.

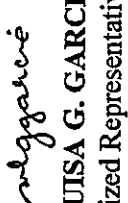
SECTION 16. SIGNBOARD RESTRICTION

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.

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,


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Governor


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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.


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Governor


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.


MA. LUISA G. GARCIA
Authorized Representative

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 of 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 given hereunder or now or hereinafter existing at law or equity, and such rights or remedies may be enforced concurrently from time to time.

SECTION 21 INDEMNIFICATION

LESSOR shall indemnify and hold harmless the LESSEE from and against any and all claims, actions, damages, liability and expense arising from the act of the LESSOR of offering the leased premises for lease or out of any breach of this Lease or any occurrence

in, upon or at the leased premises or the occupancy or use of same, or any part thereof, by LESSOR or its respective agents, contractors, employees, sub-tenants, licensees, invitees or others, without limitation except for those matters which stem directly from LESSEE's negligence, omissions or intentional acts during the effectivity of this lease contract affecting the LEASED PREMISES. In the event LESSEE shall, with no fault on its part, be made a party to any litigation commenced by or against LESSOR, then LESSOR shall protect and hold LESSEE harmless and pay all costs, expenses and reasonable attorney's fees paid or incurred by LESSEE in connection with such litigation initiated or arising during the duration of the lease contract affecting the LEASED PREMISES.

SECTION 22. VENUE OF ACTION

In case of litigation which might arise from the provisions of the contract herein or any violation of the contract hereof, the venue of action shall be at the proper courts of Pampanga Province.

SECTION 23. ENTIRETY CLAUSE

a) This contract shall be understood to contain all the agreements between the parties herein with regard to the lease of the premises described herein.

b) No alterations, amendments and/or modifications to this contract shall be considered valid unless contained in a duly notarized document signed by the parties herein.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed on this day of 15 FEB 2024 at CITY OF SAN FERNANDO, PAMPANGA

GLOBAL ASEANA LAND DEVELOPMENT CORP.

**PROVINCIAL
GOVERNMENT OF
PAMPANGA**

LESSOR

LESSEE

Represented by:

mlgarcia

MA. LUISA G. GARCIA
Authorized Representative

Represented by:

[Signature]
DENNIS G. PINEDA
Governor

Signed in the presence of:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF CITY OF SAN FERNANDO, PAMPANGA) S.S.
_____)