

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

February 23, 2024

Kingsborough International Convention Center JASA, San Jose, CSFP

SIR/MADAME:

We are pleased to inform you that the contract for Purchase Request No. 24-0752 for 100 persons Venue & Meals for the Provincial Development Council (PDC) Meeting on February 28, 2024 (PPDO) is hereby awarded to you in the amount of Php180,000.00.

Thank you.

Very truly yours,

clai Administrator esignated HOPE

(per Exec. Order 20-2022)

PURCHASE ORDER

Republic of the Philippines

PROVINCE OF PAMPANGA

City of San Fernando

Funding Source: General Fund

OBR NO: 101-24-02-777-G OBR DATE: 2/16/2024

Supplier:

Kingsborough International Convention Center

P.O. N.o.

Address:

Date:

JASA, San Jose, CSFP

Mode of Procurement

0917-8001600

PR No.

dated 2/15/2024

Gentlemen:

Please furnish this office the following articles subject to the terms and conditions contained herein:

Place of Delivery:

Delivery Term:

Date of Delivery:

Payment Term:

Item No.	Quantity	Unit	Description	Unit Co	st	Amount
1	100	persons	Venue & Meals for the Provincial Development Council (PDC) Meeting on February 28, 2024	Php	1,800.00	Php 180,000.00
			*See attached Technical Specification			
				Total	Php	180,000.00
(Total a	amount in wor	rde) (One Hundred Fighty Thousand Pesos, Only			

(Total amount in words)

In case of failure to make full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent of every day of delay shall be imposed.

Conforme:

Designated HOPE

Kinneharauah International Convention Center

PROVINCE OF PAMPANGA

Provincial Capitol, City of San Fernando, Pampanga



*** BIDS AND AWARDS COMMITTEE

BAGONG PILIPINAS

Excerpts from the regular session of the **IG - Bids and Awards Committee (BAC)** of the Provincial Government of Pampanga held on February 23, 2024 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

Engr. Olimpio M. Pangan

Member

Ms. Rima K. Bondoc

Member

on Official Business:

Dr. Augusto S. Baluyut Jr.

Member

RESOLUTION NO. 2024- OCS-A-A-A-DGP "A RESOLUTION RECOMMENDING THE AWARD OF PURCHASE REQUEST NO. 24-0752 TO KINGBOROUGH INTERNATIONAL CONVENTION CENTER"

WHEREAS, the Provincial Planning and Development Office (PPDO) requested for the procurement of the following item:

PR NO:	DESCRIPTION	ABC
24-0752	Venue and Meals for the Provincial Development	Php 180,000.00
	Council (PDC) Meeting on February 28, 2024	

WHEREAS, pursuant to BAC Resolution No. 2024-058-DGP issued on February 16, 2024, the foregoing item was resolved to be procured through Negotiated Procurement, and three lessors were invited to submit their proposals, namely, Kingsborough International Convention Center, Otel Wall Street Corp. and The Tavern Hotel & Villas at the Orchid Gardens;

WHEREAS, during the opening of quotations, only one (1) lessor submitted its quotation which were found to have "passed" the technical and financial requirements, to wit:

ITEM NO.	QTY.	UNIT	DESCRIPTION	KINGSBOROUGH INTERNATIONAL CONVENTION CENTER
1	1	lot	Venue and Meals for the Provincial Development Council (PDC) Meeting on February 28, 2024	180,000.00
			TOTAL	Php 180,000.00

WHEREAS, after careful examination, validation and verification by the Bids and Awards Committee — Technical Working Group (BAC-TWG) of the submitted documents of Kingsborough International Convention Center, its offer was declared as the single calculated and responsive quotation;

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 foregoing item to **Kingsborough International Convention Center** in the amount of **Php 180,000.00**



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

April 22, 2024

Jolly Palate Foods Corporation V. Tiomico St., Sto. Rosario, CSFP

SIR/MADAME:

We are pleased to Inform you that the contract for Purchase Request No. 24-1097 for 3,120 pcs. Burger Sandwich w/ Cheese — Packed meals for the Briefing/Orientation on the Educational Financial Assistance Program (EFAP) of the Province of Pampanga by the Committee on Education, Culture & Arts in aid of legislation for the year 2024 (SP) is hereby awarded to you in the amount of Php202,800.00.

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:

Designation:

Date:

City of San Fernando

Funding Source: General Fund

OBR NO: 101-24-03-1150-G OBR DATE: 3/6/2024 pplier: **Jolly Palate Foods Corporation** P.O. N.o. 0666 Date: dress: V. Tiomico St., Sto. Rosario, CSFP Mode of Procurement PR No. 0927-2502798 dated 3/6/2024 ntlemen: Please furnish this office the following articles subject to the terms and conditions contained herein: Place of Delivery: **Onsite Delivery** Delivery Term: See Schedule of Requirements Date of Delivery: Payment Term: Quantity Unit Description Unit Cost Amount Packed meals for the Briefing/Orientation on the Educational Financial Assistance Program (EFAP) of the Province of Pampanga by the Committee on Education, Culture & Arts in aid of legislation for the year 2024 Burger Sandwich w/ Cheese ... Php 65.00 With service facility in the locality to assure delivery of Php 202,800.00 orders. *Must be packed in biodegradable packaging. *Delivered spoiled or soiled meal/s must be replaced w/in one (1) hour. Schedule of Requirements: *Progressive delivery; date, time, venue & quantity subject to at least 24 hours notification by the end-user. *Progressive billing Total Php 202.800.00 tal amount in words) Two Hundred Two Thousand Eight Hundred Pesos Only

In case of failure to make full delivery within the time specified above, a penalty of one-tenth

)) of one percent of every day of delay shall be imposed.

Very truly yours,

Conforme:

LILIA G. PINEDA Vice Governor

Jolly Palate Foods Corporation

(Authorized Official)

(Signature over printed name)

Excerpts from the regular session of the **IG - Bids and Awards Committee (BAC)** of the Provincial Government of Pampanga held on **April 19, 2024**, at the Old S.P. Session Hall, Provincial Capitol, City of San Fernando, Pampanga.

> Present:

Atty. Cecil L. Andin

Mr. Francis V. Maslog

Engr. Olimpio M. Pangan Dr. Augusto S. Baluyut Ms. Rima K. Bondoc Chairman

Vice-Chairman

Member Member

Member

RESOLUTION NO. 2024- <u>222</u> -A-DGP "A RESOLUTION RECOMMENDING THE AWARD OF PURCHASE REQUEST NO. 24-1097 TO JOLLY PALATE FOOD CORPORATION"

WHEREAS, the Sangguniang Panialawigan requested for the procurement of the following item:

PR NO. 24-1097	Meals to be served during the Briefing/Orientation on the Educational	ABC
		Php 218,400.00
	Committee on Education, Culture & Arts in aid of legislation for the year 2024	

WHEREAS, the foregoing item was resolved to be procured through Negotiated Procurement pursuant to BAC Resolution No. 2024-086-A-N-DGP issued on March 13, 2024 and the Request for Quotation was posted in the PhilGEPS and was sent to at least three (3) suppliers;

WHEREAS, three (3) suppliers submitted their quotations which were found to have "passed" the technical and financial requirements during the opening of quotations, to wit:

ITEM NO.		UNIT	DESCRIPTION	JOLLY PALATE FOOD CORPORATION	LIANG CATERING AND RENTAL	HOWARD D. DIZON CATERING
1	3120	pcs	Burger Sandwich with cheese	202,800.00	SERVICES 212,160.00	SERVICES 218,400.00
7	OTAL		As read As calculated	Php 202,800.00 Php 202,800.00 "Pass"	Php 212,160.00 Php 212,160.00 "Pass"	Php 218,400.00 Php 218,400.00 "Pass"

WHEREAS, after careful examination, validation, and verification by the Bids and Awards Committee-Technical Working Group (BAC-TWG) of the submitted documents of Jolly Palate Food Corporation, its offer was declared as the lowest calculated and responsive quotation;

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

RESOLVED, as it is hereby resolved, to recommend the award of the foregoing item to **Jolly Palate Food Corporation** in the amount of **Php 202,800.00** pursuant to Republic Act 9184 and its Updated Revised Implementing Rules and Regulations;

RESOLVED FINALLY, to submit the foregoing recommendations to the Head of the Procuring Entity (HoPE) for approval.

The same at the second of the

APPROVED.



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

April 17, 2024

Otel Wall Street Corporation

2/F Skye Plaza Bldg., Lazatin Blvd., San Agustin, CSFP

SIR/MADAME:

Thank you. ,

We are pleased to inform you that the contract for Purchase Request Nos. 24-1505 & 24-1472 for 55 pax Venue & Meals for Seminar on Diabetes in relation to Oral Health on April 19, 2024 & 55 pax Venue & Meals for Seminar on Proper Dispensing of Medicine in relation to Oral Health on April 30, 2024 (PHO/GO-DENTAL) is hereby awarded to you in the amount of Php107,250.00.

Very truly yours,	
ATTY. CHARLE G. CHUA	
Provincial Administrator Designated HOPE	
(per Exec. Order 20-2022)	
PROOF OF RECEIPT:	
Signature over printed name: _ Designation:	
Date:	

PROVINCE OF PAMPANGA

City of San Fernando

Funding Source: General Fund

OBR NO: 101-24-04-203-S etc. OBR DATE: 4/2/2024

upplier:

Otel Wall Street Corporation

P.O. N.o.

21-06 43

ddress:

Date:

c 4 - y 6 4 3

2/F Skye Plaza Bidg., Lazatin Blvd., San Agustin, CSFP

ccrn

APR 17-2024

0921-9724078

Mode of Procurement PR No.

NP - Lease of Venue

Php

Amount

107,250.00

24-1505 & 24-1472

entlemen:

tem

Please furnish this office the following articles subject to the terms and conditions contained herein:

Place of Delivery:

Delivery Term:

Date of Delivery:

Quantity

Unit

Payment Term:

Total

Unit Cost

<u> </u>		-l			
					;
1	55	pax	Venue & Meals for Seminar on Diabetes in relation to Oral Health on April 19, 2024	Php 975.00	Php 53,625.00
2	55	pax	Venue & Meals for Seminar on Proper Dispensing of Medicine in relation to Oral Health on April 30, 2024	975.00	53,625.00
			*See attached Technical Specification		

Description

Total amount in words) One Hundred Seven Thousand Two Hundred Fifty Pesos Only

In case of failure to make full delivery within the time specified above, a penalty of one-tenth 1/10) of one percent of every day of delay shall be imposed.

Conforme:

Otel Wall Street Corporation

Very truly yours,

TTY/CHARING G. CHU/ Provincial Administrator Designated HOPE

(Authorized Ottobil

/Signature over printed name 1/2 44.



BIDS AND AWARDS COMMITTEE



Excerpts from the regular session of the MEDIC - Bids and Awards Committee (BAC) of the Provincial Government of Pampanga held on April 17, 2024 at the Old S.P. Session Hall, Provincial Capitol, City of San Fernando, Pampanga.

> Present:

Atty, Cecil L. Andin

Mr. Francis V. Maslog

Dr. Rachell P. Gutierrez

Dr. Zenon V. Ponce

Chairman

Vice-Chairman

Member

Member

On Official Business:

Dr. Maria Imelda M. Labrador-Ignacio Member

RESOLUTION NO. 2024- <u>/98-A</u>-A-DGP
"A RESOLUTION RECOMMENDING THE AWARD OF PURCHASE REQUEST NOS. 24-1505 AND 24-1472 TO OTEL WALL STREET CORPORATION"

WHEREAS, the Provincial Health Office - Dental (PHO - Dental) requested for the procurement of the following item:

PR NO.	DESCRIPTION	ABC
24-1505	Venue and Meals for Seminar on Diabetes in relation to Oral Health on April 19, 2024 for 55 persons	Php 55,000.00
24-1472	Venue and Meals for Seminar on Proper Dispensing of Medicine in relation to Oral Health on April 30, 2024 for 55 persons	Php 55,000.00

WHEREAS, the foregoing item was resolved to be procured through Negotiated Procurement pursuant to BAC Resolution No. 2024-112-N-DGP issued on April 05, 2024, and the Request for Quotation (RFQ) was posted in the PhilGEPS and sent to at least three (3) lessors;

WHEREAS, three (3) lessors submitted their quotations which were found to have "passed" the technical and financial requirements during the opening of quotations, to wit:

QTY.	UNIT	DESCRIPTION	OTEL WALL STREET CORPORATION	SOCIAL ACTION CENTER OF PAMPANGA, INC.	HACIENDA GRACIA RESORT AND HOTEL
relation	n to Oral is within	ls for Seminar on Diabetes in Health on April 19, 2024 for 55 the City of San Fernando, of	53,625.00	54,450.00	55,000.00
Venue of Med 2024	and Meals dicine in re	for Seminar on Proper Dispensing elation to Oral Health on April 30, persons within the City of San apanga	53,625.00	54,450.00	55,000.00
Terms - Inclus comple Screen - With	of References of use of the	nce: If air conditioned function room with table, chairs, LED Projector, White System male comfort room		,	
		As read .	Php 107,250.00	Php 108,900.00	Php 110,000.00
T	OTAL	As calculated	Php 107,250.00 "Pass"	Php 108,900.00 "Pass"	Php 110,000.00 "Pass"

Page 1 of 2

L. C. L. St. Brand



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 28, 2024

Jet Construction Supplies Trading Highway Mangga-Cacutud, Arayat, Pampanga

SIR/MADAME:

We are pleased to inform you that the contract for Purchase Request No. 24-0498 for 3,500 bags Portland Cement, 40kgs. (Holcim/Eagle/Union/Republic) — Provision of Construction Materials for various barangay projects (PGSO) is hereby awarded to you in the amount of Php906,500.00.

Thank you.

Very truly yours,

ATTY. CHANNE G. CHUA

Provincial Administrator

Designated HOPE
(per Exec. Order 20-2022)

PROOF OF RECEIPT:

Signature over printed name:

Designation:

Date:



Republic of the Philippines

PROVINCE OF PAMPANGA

City of San Fernando

Funding Source: General Fund

OBR NO: 101-24-01-433-G OBR DATE: 1/29/2024

Supplier:

Jet Construction Supplies Trading

P.O. N.o.

Address:

Highway Mangga-Cacutud, Arayat, Pampanga

Date: Mode of Procurement

0917-1696395

Gentlemen:

Please furnish this office the following articles subject to the terms and conditions contained herein:

Place of Delivery: Provincial Warehouse, Mexico, Pampanga

Delivery Term:

See Schedule of

Requirements

Date of Delivery:

Payment Term:

item No.	Quantity	Unit	Description	Unit Cost	Amount
			Provision of construction materials for various baranga	ı v projects.	
1	3500	bags	Portland Cement, 40kgs (Holcim/Eagle/Union/Republic) *With service facility in the locality for after sales service.	Php 259.00	Php 906,500.00
			*The procuring entity reserves the right to conduct product testing/inspection to determine the fitness of the items offered by the supplier.	· · · · · · · · · · · · · · · · · · ·	
·			*Defective item/s discovered w/in seven (7) days from the date of delivery must be replaced w/in 24 hours upon notification by the end-user.		
			Schedule of Requirements: *Progressive delivery subject to at least 24 hours notification by the end-user. *Progressive billing		
			· · · · · · · · · · · · · · · · · · ·	Total Php	906,500,00

(Total amount in words)

Nine Hundred Six Thousand Five Hundred Pesos Only

In case of failure to make full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent of every day of delay shall be imposed.

Conforme:

ncial Administrator

Decinnated HODE



Republic of the Philippines

PROVINCE OF PAMPANGA

Provincial Capitol, City of San Fernando, Pampanga

BIDS AND AWARDS COMMITTEE



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Excerpts from the regular session of the **IG - Bids and Awards Committee (BAC)** of the Provincial Government of Pampanga held on **April 26, 2024**, at the Old S.P. Session Hall, Provincial Capitol, City of San Fernando, Pampanga.

> Present:

Atty. Cecil L. Andin

Mr. Francis V. Maslog

Dr. Augusto S. Baluyut

Ms. Rima K. Bondoc

Chairman

Vice-Chairman

Member

Member

№ On Official Business/Absent:

Engr. Olimpio M. Pangan

Member

RESOLUTION NO. 2024-<u>238</u>-A-DGP "A RESOLUTION RECOMMENDING THE AWARD OF PURCHASE REQUEST NO. 24-0498 TO JET CONSTRUCTION SUPPLIES TRADING"

WHEREAS, the Provincial General Services Office (PGSO) requested for the procurement of the following item:

PR NO.	DESCRIPTION	ABC
24-0498	Provision of construction materials for various barangay projects	Php 910,000.00

WHEREAS, the foregoing item was resolved to be procured through Negotiated Procurement pursuant to BAC Resolution No. 2024-049*N-DGP issued on February 14, 2024, and the Request for Quotation (RFQ) was sent to at least three (3) suppliers;

WHEREAS, three (3) suppliers submitted their quotations which were found to have "passed" the technical and financial requirements during the opening of quotations, to wit:

ITEM NO.	QTY.	UNIT	DESCRIPTION	MAM CONSTRUCTION AND TRADING	EMD CONSUIMER GOODS TRADING	JET CONSTRUCTION SUPPLIES TRADING
1	3.500	bads	Portland Cement, 40kgs	908,250.00	907,200,00	906,500.00
			As read	Php 908,250.00	Php 907,200.00	Php 906,500.00
	TOTAL		As calculated	Php 908,250.00 "Pass"	Php 907,200.00 "Pass"	Php 906,500.00- "Pass"

WHEREAS, after careful examination, validation, and verification by the Bids and Awards Committee — Technical Working Group (BAC-TWG) of the submitted documents of Jet Construction Supplies Trading, its offer was declared as the lowest calculated and responsive quotation;

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

RESOLVED, as it is hereby resolved, to recommend the award of the foregoing item to **Jet Construction Supplies Trading** in the amount of **Php 906,500.00** pursuant to Republic Act 9184 and its Updated Revised Implementing Rules and Regulations;

RESOLVED FINALLY, to submit the foregoing recommendations to the Head of the Procuring Entity (HoPE) for approval.

APPROVED.



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 28, 2024

MB5 Trading400 D.O. Lacson St., San Nicolas I,
Magalang, Pampanga

SIR/MADAME:,

We are pleased to inform you that the contract for Purchase Request No. 23-1866 for 2 units 2.5HP Window Type Air-Conditioning Unit Non-Inverter 230V, Single Phase, R410a Freon for Mexico Isolation Facility (Vice Gov. Room & Staff Room) (GO) is hereby awarded to you in the amount of Php96,000.00.

Thank you.

Very truly yours,

Provincial Administrator
Designated HOPE
(per Exec. Order 20-2022)

PROOF OF RECEIPT:

Signature over printed name: _	
Designation:	
Date:	



Republic of the Philippines

PROVINCE OF PAMPANGA

City of San Fernando

Funding Source: General Fund (SP Ordinance No. 809

Philhealth Fund)

OBR NO: OBR DATE:

upplier:

MB5 Trading

P.O. N.o.

0062

ddress:

400 D.O. Lacson St. San Nicolas I, Magalang, Pampanga

Date:

2 8 2024

* Mode of Procurement.

ue Procurement

0915-6463975

dated 5/10/2023

entlemen:

Please furnish this office the following articles subject to the terms and conditions contained herein:

Place of Delivery: Onsite Delivery

Delivery Term:

W/in 10 days upon

receipt of NOA/PO

Date of Delivery:

Payment Term:

em lo.	Quantity	Unit	Description	Unit Cost	Amount	
	For Mexico Isolation Facility (Vice Gov. Room & Staff Room)					
1	2	unit	2.5HP Window Type Air-Conditioning Unit	Php 48,000.00	Php 96,000.00	
			Non-Inverter, 230V, Single Phase, R410a Freon	A 4.5	00.000,00 dtr 1	
			EER Rating: at least 10 🐶 🎂 🐰	; £ 6°	 	
			Special Condition of the Project:	, ,		
			1. All aircon units supplied & installed are inclusive of:	- · ·	*	
			a. Installation of ACCU Platform			
			b. Copper pipes, fittings & insulation (foam & polyethylene tape)		, B	
-			c. Condensate drain line pipings	×*		
			d. Hangers & supports			
			e. Electrical works needed			
			f. Masonry repair works			
			g. Complete commissioning & testing			
	!		h. All conduits, pipes, fittings, wiringd etc. shall be embedded into walls or cellings.			
			. Includes restoration & re-finishing works.			
			Any material or work that deemed to be necessary to make the air-conditioning unit functional is included in this package.			
_			One (1) year warranty on parts & service.			
		ſS	Five (5) years warranty on compressor including parts & service.			
			One (1) year free cleaning services every three (3) nonths.	3 56		
			See attached brochure of the Items offered.			
			Must have at least one (1) service facility in the province v/ 24/7 on call technician for after sales service.			
			The items offered must be of latest of model.		· · · · · · · · · · · · · · · · · · ·	
		į te	The procuring entity reserves the right to conduct product esting/inspection if necessary to determine the fitness of ne item/s offered by the supplier.		t	

In case of failure to make full delivery within the time specified above, a penalty of one-tenth 10) of one percent of every day of delay shall be imposed.

Conforme:

truly yours,

idal Administrator

THE PARTY OF THE P APROVINCE OF PAMPANGA OF Control 1994 Colly of San Fernando to grant as a ve Funding Source: General Fund (SP Ordinance I OBR NO: OBR DATE: ipplier: P.O. N.o. 400 D.O. Lacson St. San Nicolas I, Magalang, Pampanga, Mode of Procurement PRNO UDG TO Small Value Procurement PRNO UDG TO TO THE PROCURE AND THE PROCURE TO idress: more transfer to 1, 2 intlemen: Please furnish this office the following articles subject to the terms and conditions contained herein: Ur Augusto S. Peauvist Jr LAUMM ⊃lace of Delivery: **Onsite Delivery** Delivery Term:M W/in 10 days upon P = 1 100 A receipt of NOA/PO the material man 表演,朱维教的歌剧并说明 Date of Delivery: Payment Term: Sa Cart Phorn Rummer polet M V | popularit Cost Quantity Unit ா பாகப்ODescription **Amount** rightely Frankton V. Palgen Php 96,000.00 otal amount in words) Ninety Six Thousand Pesos Only KLOULHIUM NU CEAR A RESOLUTION REGIMMEDING THE AWARD OF PURCHASE REDITEST ig 23-233 to ronvia poasiers foot corporation

MMEREAS, the Greenor's Office - Bids and Awards Centur's ee (FAI) requestion for the passionaged of the column times

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WHEREAS, consularly to JAC Papuluson No. 2021- USS NP-DGC -15 too on February and the foregains the realist of the procured the high Negotated Piccure realist and there (,) suppliers were and to author their our tarons, namely thy time & No. marre, Auges Catering Rervices & Acn. MDSF, and Punyle Roastons Food Cerp

PHEREAS, Imprime uponing of a ciancias the men (to appare something his Jiw of accelerations

AWAM EAR A THE R MAIL AC UEE SESCRIPTARY 11111 ILM . OIY. A Thinks THEFAD Telle IV() 117

In case of failure to make full delivery/within the time specified above, a penalty of one-tenth /10) of one percent of every day of delay shall be imposed.

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Conforme:

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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 - Bids and Awards Committee (BAC) of the Provincial Government of Pampanga held on April 26, 2024, 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

Engr. Olimpio M. Pangan

Member

Ms. Rima K. Bondoc

Member

■ On Official Business/Absent:

Engr. Olimpio M. Pangan

Member

RESOLUTION NO. 2024-<u>236-A</u>-A-DGP "A RESOLUTION RECOMMENDING THE AWARD OF PURCHASE REQUEST NO. 23-1866 TO MB5 TRADING"

WHEREAS, the Governor's Office requested for the procurement of the following item:

PR NO.	DESCRIPTION	ABC
23-1866	Supply and Installation of Air-conditioning Unit at Mexico Isolation Facility (Vice	Php 97,600.00
	Gov. Room and Staff Room)	

WHEREAS, the foregoing item was resolved to be procured through Negotiated Procurement pursuant to BAC Resolution No. 2023-153-N-DGP issued on May 17, 2023 and the Request for Quotation (RFQ) was posted in the PhilGEPS and sent to at least three (3) suppliers;

WHEREAS, in a letter dated January 29, 2024 from the Procurement Unit, the RFQ has already undergone four (4) postings dated May 17, 2023, October 03, 2023, November 30, 2023 and January 12, 2024 (BAC Resolution Nos. 2023-242-DGP, 2023-321-DGP, and 2024-014-C-DGP);

WHEREAS, the foregoing item was resolved to be re-canvassed pursuant to BAC Resolution No. 2024-055-DGP issued on February 16, 2024 and the RFQ was reposted in the PhilGEPS and sent to at least three (3) suppliers;

WHEREAS, two (2) suppliers submitted their quotations which were found to have "passed" the technical and financial requirements during the opening of quotations, to wit:

ITEM NO.	QTY.	UNIT	DESCRIPTION	MB5 TRADING	JO CARL'S AIRCON TRADING AND REPAIR SERVICES	
Supp	ly and In		f Air-conditioning Unit at Mexico Isolation Facility e Gov. Room and Staff Room)			
1	2	unit	2.5HP Window Type Air-Conditioning Unit Non-Inverter, 230V, Single Phase, R410a Freon EER Rating: at least 10	96,000.00	97,500.00	
			As read	Php 96,000.00	Php 97,500,00	
TOTAL			As calculated	Php 96,000.00 "Pass"	Php 97,500.00 "Pass"	



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 28, 2024

Carworld, Inc.JASA, City of San Fernando, Pampanga

SIR/MADAME:

We are pleased to inform you that the contract for Purchase Request No. 24-2052 for 1 lot Parts & Labor (1 pc. Condenser Assembly, A/C, etc.) for Repair & preventive maintenance of Mitsubishi Strada 2020 w/ plate no. B7-M570 (GO/KALAM) is hereby awarded to you in the amount of Php55,312.07.

maintenance of Mitsubishi Strada 2020 w/ plate no. B7-M570 (0 awarded to you in the amount of Php55,312.07.	3(
Thank you. Very truly yours,	
ATTY CHARGE G. CHUA Provincial Administrator Designated HOPE	
(per Exec. Order 20-2022)	
PROOF OF RECEIPT:	
Signature over printed name:	
Designation:	-

PURCHASE ORDER Republic of the Philippines PROVINCE OF PAMPANGA City of San Fernando Funding Source: General Fund Burners OBR NO: 101-24-05-2447-G OBR DATE: 5/16/2024 P.O. N.o. Supplier: Carworld, Inc. Date: Mode of Procurement Address: JASA, City of San Fernando, Pampanga (045)961-3421 Gentlemen: atting more than ਰਗ ਵਿੱਚ ਹੋਵੇਂ ਸਰਾਜ਼ Please furnish this office the following articles subject to the terms and conditions contained herein: Place of Delivery: , Delivery Term: See Schedule of a normal attailer 11245 Date of Delivery: in right Rayment/Term: 2/3/3/2 ltem ⊾Unit:Cost " Description and Amount Quantity Unit No. ि १ ्ट्राग्रे^ट १ Repair & maintenance of Mitsubishi Strada 2020 w//plate/no./B7-M570 Salaste Php 55,312.07 lot Parts & Labor 1 pc. Condenser assembly, A/C 1 assy. Compressor & clutch assembly, A/C 1 pc. Hose, A/C compressor discharge 60 mm Pag oil कुराधारा ४ क 30 1400 rm Refrigerant, 134A கூறுக்க நை along on was to a new 1 pc. Valve; A/C expansion -- -1 lot Labor - Cleaning & replacement of A/C parts, 1151 Schedule of Requirements: *Subject to availability of the unit w/ at least five (5) days notification of the end-user in case unit is under preventive 11/11 maintenance or repair. *For Outside Service * (15, b) 55,312.07 Total Php (Total amount in words) Fifty Five Thousand Three Hundred Twelve Pesos And Seven Centavos Only 4 人有146个。 THATE 1 1 1/1/12

In case of failure to make full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent of every day of delay shall be imposed.

Conforme:

Carworld Inc.

Very truly yours,

Provincial Administrator

Designated HOPE



Republic of the Philippines PROVINCE OF PAMPANGA

BIDS AND AWARDS COMMITTEE Provincial Capitol, City of San Fernando, (P) (045) 435-5901

Excerpts from the JOINT SESSION of the MEDIC and IG - Bids and Awards Committee of the Provincial Government of Pampanga held on September 21, 2022 at the Old SP Session Hall, Provincial Capitol Building, Provincial Capitol, City of San Fernando, Pampanga

Present:

Atty. Gerome N. Tubiq

Mr. Francis V. Maslog

Dr. Maria Imelda M. Labrador-Ignacio: Member (via video conference)

Dr. Augusto Baluyut, Jr.

Chairperson (via video conference)

Vice-Chairperson

Member

On Official Business:

Dr. Zenon V. Ponce

- Dr. Rachell P. Gutierrez

Ms. Rima K. Bondoc

Engr. Olimpio M. Pangan

Member

Member

Member

Member

BIDS AND AWARDS COMMITTEE JOINT BACRESOLUTION NO. 2022- 206-A DGP

"A RESOLUTION RECOMMENDING THE FURTHER UPDATING OF THE PROCUREMENT OF ALL PURCHASE REQUESTS FOR REGULAR/ PREVENTIVE MAINTENANCE, REPAIR AND/OR REPLACEMENT OF PARTS OF SERVICE VEHICLES, SPECIAL PURPOSE VEHICLES, HEAVY EQUIPMENT, ELECTRIC. ELECTRONIC, INFORMATION TECHNOLOGY, AND MEDICAL EQUIPMENT COVERED BY WARRANTY THROUGH DIRECT CONTRACTING"

WHEREAS, on January 17, 2017, the IG - Bids& Awards Awards Committee issued Resolution No. 2017-016-LGP entitled "A RESOLUTION RECOMMENDING THE PROCUREMENT OF ALL REQUESTS FOR REGULARI PREVENTIVE PURCHASE MAINTENANCE, REPAIR AND/OR REPLACEMENT OF PARTS OF SERVICE VEHICLES COVERED BY WARRANTY THROUGH NIRECT CONTRACTING(%)



- 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

December 20, 2023

Otel Wall Street Corporation

Dolores Heights Subd., Dolores, CSFP

b, it in things

SIR/MADAME:

We are pleased to inform you that the contract for Purchase Request No. 23-4728 for 45 pax Venue & Meals for Seminar on Strategic Planning on December 21, 2023 (PHO) is hereby awarded to you in the amount of Php49,500.00.

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: WARMIRESTIAS, JINCO
Designation: 12-20-2023

PROVINCE OF PAMPANGA City of San Fernando Funding Source: General Fund OBR NO: 101-23-11-930-S OBR, DATE: 11/23/2023 Supplier: **Otel Wali Street Corporation** P.O. N.o. Date: DEC 2.0., 2023. A'ddress: **Dolores Heights Subd., Dolores, CSFP** Mode of Procurement Gentlemen: Has 1 Please furnish this office the following articles subject to the terms and conditions contained herein: Place of Delivery: Delivery Term: • # Date of Delivery: 4 Payment Term: }. i Item Quantity Unit Description 3 Unit Cost Amount [No. 45 Venue & Meals for Seminar on Strategic Planning on pax 13 'Php 4,100.00 Php 49,500.00 December 21, 2023 *See attached Technical Specification Total 1 Php 49,500.00 (Total amount in words) Forty Nine Thousand Five Hundred Pesos Only < 77 ·}` ing to ! fait ! re j r u tta by

In case of failure to make full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent of every day of delay shall be imposed.

Conformer

MA, RUTA TERREMUSE MINGCO

Very truly yours,

ATTY. CHARLIÉ G. CHUA Provincial Administrator

Designated HODE



PROVINCE OF PAMPANGA Provincial Capitol, City of San Fernando, Pampanga A BIDS AND AWARDS COMMITTEE

Excerpts from the regular session of the MEDIC - BAC of the Provincial Government of Pampanga held on December 20, 2023 at the Old S.P, Session Hall, Provincial Capitol, City of San Fernando, Pampanga.

⇒ Present:

Atty. Cecil L. Andin

Chairman

Dr. Zenon V. Ponce

Member

Dr. Rachell P. Gutierrez

Member "

Dr. Maria Imelda:M.L. Ignacio

Member

■ On Official Business:

Mr. Francis V. Maslog

Vice-Chairman **

RESOLUTION NO. 2023- <u>598-A</u>-A-DGP

"A RESOLUTION AWARDING PURCHASE REQUESTING. 23-4728 TO OTEL WALL STREET CORPORATION"

WHEREAS, the Provincial Health Office requested for the procurement of the following item, to wit:

QTY.	UNIT	DESCRIPTION	ABC
45		Venue and Meals for Seminar on Strategic Planning, on December 21, 2023 within the City of San Fernando, Pampanga.	

WHEREAS, pursuant to BAC Resolution No. 2023 – 346 - NP-DGP issued on December 15, 2023, the foregoing items were resolved to be procured through negotiated procurement, and three (3) suppliers were invited to submit their quotations but only two (2) suppliers submitted the following quotations, to wit:

QTY	UNIT	DESCRIPTION	Otel Wall Street Corp.	SACOP Incorporated	The Orchid Gardens,
45	Persons	Venue and Meals for Seminar on Strategic Planning on December 21, 2023 within the City of San Fernando, Pampanga.	49,500.00	54,000.00	No Quotation
	l	TOTAL:	49,500.00	54,000.00	No Quotation

WHEREAS, the offer of Otel Wall Street Corporation in the amount of PhP 49,500.00 is within the Approved Budget for the Contract;



Republic of the Philippines PROVINCE OF PAMPANGA

OFFICE OF THE GOVERNORProvincial Capitol, City of San Fernando, Pampanga



NOTICE OF AWARD

Tel. No. (045) 435-2577

March 12, 2024

Global Cars Phils. Inc.JASA, City of San Fernando, Pampanga

SIR/MADAME:

Thank you.

neathers to me

We are pleased to inform you that the contract for Purchase Request No. 24-1033 for 1 lot Parts & Labor (1 btl. Brake Fluid 500ml., etc.) for repair & maintenance of Ford Ranger Raptor 2023 w/ conduction no. C3G098 (GO-POC) is hereby awarded to you in the amount of Php52,264.00.

/ /
Very truly yours,
i ham
THANK
AT/Ty///W/AKLIE G. CHUA
Provincial Administrator
Designated HOPE
/, / = 1
(per Exec. Order 20-2022)
The state of the s
PROOF OF RECEIPT:
THE COLUMN
The state of the s
Signature over printed name: WAGANI D. DEVI CRUZ II
Designation:Povincy(nonogen
Date:

Kepublic of new resession

PROVINCE OF PAMPANGA

City of San Fernando

Funding Source: General Fund

OBR NO: 101-24-03-1136 OBR DATE: 3/5/2024

Global Cars Phils. Inc.

P.O. N.o.

24-0412

JASA, City of San Fernando, Pampanga

Date:

(045)961-5888

Mode of Procurement PR No.

dated 3/1/2024

entlemen:

Please furnish this office the following articles subject to the terms and conditions contained herein:

Place of Delivery:

Delivery Term:

See Schedule of

Requirements

Date of Delivery:

Payment Term:

item No.	Quantity	Unit	Description	Unit Cost	,	Amount
		Repair &	maintenance of Ford Ranger Raptor 2023 w/ conduction	no. C3G098 (GO-	HPG)	
-1	1 1	lot	Parts & Labor			Php 52,264.00
			1 btl. Brake fluid 500ml.			
			5 pcs. Oil - rear axle			
			1 pc. Oil filter kit trans.			
			1 pc. Oil filter			
			7 Itrs. Engine oil			
			1 can Brake cleaner 500ml.			
			1 pc. Pulley			
			9 ltrs. Transmission oil			
			1 pc. Drive belt			
			1 assy. Tensioner assembly			
		ļ	1 lot Misc.			
			1 lot Labor - PMS, 100,000km. change oil, replace oil filter, inspect all fluids level, inspect drive belt tensionser, check engine battery, replace fuel filter			
		 	Schedule of Requirements:			
			*Within five (5) days upon notification of the end-user.			<u>:</u>
	 	 	*For Outside Service			
				Total	Php	52,264.00

(Total amount in words)

Fifty Two Thousand Two Hundred Sixty Four Pesos Only

In case of failure to make full delivery within the time specified above, a penalty of one-tenth (1/10) of one percent of every day of delay shall be imposed.

CFUZ

Conforme:

lobal Gars Phils. Inc.

DELA

RĽIE G. CHUA Svincial Administrator Designated HOPE

yours



Republic of the Philippines PROVINCE OF PAMPANGA

BIDS AND AWARDS COMMITTEE Provincial Capitol, City of San Fernando, (P)

(045) 435-5901

Excerpts from the JOINT SESSION of the MEDIC and IG - Bids and Awards Committee of the Provincial Government of Pampanga held on September 21, 2022 at the Old SP Session Hall, Provincial Capitol Building, Provincial Capitol, City of San Fernando, Pampanga

Present:

Atty. Gerome N. Tubiq

Mr. Francis V. Maslog

Dr. Maria Imelda M. Labrador-Ignacio Member (via video conference)

Dr. Augusto Baluyut, Jr.

Chairperson (via video conference)

Vice-Chairperson

Member

On Official Business:

Dr. Zenon V. Ponce

Dala Sale Cont

Dr. Rachell P. Gutierrez

Ms. Rima K. Bondoc

Engr. Olimpio M. Pangan

Member

Member

Member

Member

BIDS AND AWARDS COMMITTEE JOINT BAC RESOLUTION NO. 2022- 206-A DGP

"A RESOLUTION RECOMMENDING THE FURTHER UPDATING OF THE PROCUREMENT OF ALL PURCHASE REQUESTS FOR REGULAR/ PREVENTIVE MAINTENANCE, REPAIR AND/OR REPLACEMENT OF PARTS OF SERVICE VEHICLES, SPECIAL PURPOSE VEHICLES, HEAVY EQUIPMENT, ELECTRIC, ELECTRONIC, INFORMATION TECHNOLOGY, AND MEDICAL EQUIPMENT COVERED BY WARRANTY THROUGH DIRECT CONTRACTING"

WHEREAS, on January 17, 2017, the IG - Bids& Awards Committee issued Resolution No. 2017-016-LGP entitled "A RESOLUTION RECOMMENDING THE PROCUREMENT OF ALL FOR REGULAR/ PREVENTIVE REOUESTS PURCHASE MAINTENANCE, REPAIR AND/OR REPLACEMENT OF PARTS OF SERVICE VEHICLES COVERED BY WARRANTY THROUGH DIRECT CONTRACTING";

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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:

Thank you

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.

Governor /	
PROOF OF RECEIPT:	nlggarie
Designation:	nggarie MA: ** LUISA G. GARCIA

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



### NOTICE TO PROCEED

FERRUARY IS, 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:

Mggarcie

Date: 08-15-2024

pm



#### 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

DENNISG. PINEDA

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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

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



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

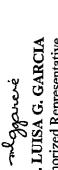
All taxes on the LEASED PREMISES, except realty taxes shall be for the account of the LESSEE.

### 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,



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,

DENNIKG, PINEDA Governor 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 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 5 FEB 2024 at CITY OF SAMPERNANDO PAMPANCA

GLOBAL ASEANA LAND DEVELOPMENT CORP.

PROVINCIAL GOVERNMENT OF PAMPANGA

**LESSOR** 

Represented by:

onlygarcie

MA. LUISA G. GARCIA Authorized Representative

Signed in the presence of:

Represented by:

LESSEE

VIS G. PINEDA Governor

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES )
CITY OF SAN FERNANDO, PAMPAR.

) S.S.