

08 October 2021

NOTICE OF AWARD

DR. CORAZON L. ABANSI

Chancellor

University of the Philippines-Baguio

Governor Pack Road, Baguio City

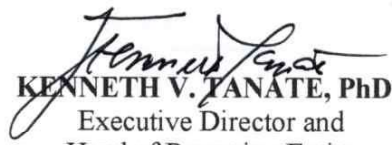
Dear **Dr. Abansi**:

The Philippine Competition Commission (PCC) is hereby awarding the contract, *Lease of Office Space for the Philippine Competition Commission Investigation Station in Baguio City from October to December 2021 to University of the Philippines – Baguio City* in the total amount of *Seventy-Five Thousand Pesos (Php 75,000.00)* inclusive of all applicable taxes.

In this regard, you are hereby advised to enter into contract with the PCC immediately upon receipt of this notice. Failure to enter into the contract shall constitute sufficient ground for cancellation of this award.

Thank you.

Very sincerely,



KENNETH V. TANATE, PhD
Executive Director and
Head of Procuring Entity

man

Conforme:



DR. CORAZON L. ABANSI

UPB – Chancellor

Date: 15 OCT 2021



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CONTRACT OF LEASE

This Contract of Lease ("Contract"), made and entered into this 15th day of October 2021 by and between:

The UNIVERSITY OF THE PHILIPPINES, the National University created by virtue of Act No. 1870, as amended by Republic Act 9500, through its constituent university, UNIVERSITY OF THE PHILIPPINES BAGUIO ("UP Baguio"), with office address at Governor Pack Road, Baguio City, represented by its Chancellor, **Dr. Corazon L. Abansi**, hereinafter referred to as the "Lessor";

-and-

PHILIPPINE COMPETITION COMMISSION ("PCC"), with office address at 25/F Tower I, Vertis North Corporate Center, North Avenue Quezon City 1105, represented by its Executive Director, **Dr. Kenneth V. Tanate**, hereinafter referred to as the "Lessee".

The Lessor and the Lessee shall be collectively called "Parties", and each, a "Party".

ANTECEDENTS

- A. The Lessor is the owner of the College of Social Sciences Building situated in the University of the Philippines Baguio, Governor Pack Road, Baguio City.
- B. The Lessee desires to lease two (2) rooms in the abovementioned building, specifically Room 205 and Room 206 (the "Leased Premises"), to be used as its Investigation Station in Baguio City.
- C. The Lessor agrees to lease and let the Leased Premises to the Lessee under the terms and conditions of this Contract.

ACCORDINGLY, for and in consideration of the payment of rent and of the faithful compliance with all the terms, provisions, conditions and covenants hereinafter contained, the Lessor hereby leases and lets unto the Lessee, and the Lessee does hereby accept the Leased Premises under this Contract, under the following terms and conditions:

1. THE LEASE

- 1.1 The subject of the Contract shall be limited to the Leased Premises. The lease of other facilities, furniture, or equipment of the Lessor may be leased by the Lessee as may be agreed upon by both Parties under a separate agreement.
- 1.2 The lease shall commence upon the execution of this Contract and end on 31 December 2021 ("Term"), unless earlier terminated under Clause 7 hereof.
- 1.3 Upon its expiration, this Contract may be renewed under such terms and conditions as may be mutually agreed upon by both Parties. The Lessee shall serve a written notice of the intention to renew the lease not later than seven (7) calendar days prior to the expiry date of the term herein agreed upon.

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- 1.4 The lease shall not be deemed extended or renewed by implication or tolerance beyond the date specified herein, except only upon a written agreement signed by both parties particularly specifying an "extension" or "renewal" of this Contract.

2. RENT AND FEES

- 2.1 The Lessee shall pay the amount of **SEVENTY-FIVE THOUSAND PESOS (PhP 75,000.00)** inclusive of all applicable fees and taxes, in consideration of the lease of Leased Premises for the term of this Contract ("Rental Fees").
- 2.2 The Rental Fees stated in 2.1 shall likewise cover the use of common areas, electric and water utilities, as well as security and janitorial services within the Leased Premises.
- 2.3 The Lessee shall make a security deposit of Twenty-five Thousand Pesos (PhP 25,000.00), to cover any damages or loss in the Leased Premises. The security deposit is refundable at the end of the lease term, after the conduct of inspection or inventory and upon mutual agreement of both Parties.
- 2.4 The Lessee shall pay the total cost of the Rental Fees and the security deposit under 2.3, to the UP Baguio Cashier within (10) working days upon receipt of billing from the Lessor. The Lessor shall issue the corresponding receipt upon payment by the Lessee.

3. WARRANTIES OF THE PARTIES

- 3.1 The Lessor warrants that it is the absolute owner of the Leased Premises, and that it has the right to lease the same.
- 3.2 The Lessor warrants that the Leased Premises are in good and tenantable condition upon the commencement of the Term.
- 3.3 The Lessee warrants that the Leased Premises shall be used exclusively as its office for the conduct of its investigations. The Lessee shall not use the Leased Premises for other purposes without the prior written consent of the Lessor.

4. MAINTENANCE, IMPROVEMENTS, AND REPAIRS

- 4.1 The Lessee shall keep the Leased Premises in clean and sanitary conditions at all times in accordance with the rules and regulations of UP Baguio.
- 4.2 The Lessee shall undertake all ordinary repairs on the Leased Premises at its own cost. Repair on electrical fixtures shall likewise be for the account of the Lessee.
- 4.3 The Lessor shall undertake all major and extraordinary repairs on the Leased Premises at its own cost. However, repairs which are attributable to the willful acts, fault or negligence of the Lessee, its officers, agents, employees, suppliers or guests, shall be solely done at the expense and for the account of the Lessee.
- 4.4 In the event that structural or hidden defects, natural hazards, or force majeure shall render the Leased Premises untenable, the Lessor shall immediately

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provide the Lessee, if possible, with facilities of equal specifications as the Leased Premises within the same building, at no additional cost.

- 4.5 The Lessee shall not make any alterations, addition, or improvement on the premises without the written consent of the Lessor.
- 4.6 Any improvement of whatever nature, whether temporary or permanent, shall be at the expense of the Lessee and shall become part of the leased premises, and shall belong to the Lessor after the Term of the lease.

5. NOTICES

Any notice, request, or other communications given under, or in connection with the implementation or enforcement of this Contract shall be in writing and sent by the concerned Party's Authorized Representative(s) through any of the following modes:

- 5.1 By courier or personal delivery to a Party's the addresses as stated in this Contract;
- 5.2 By electronic mail to the following email addresses:

For the PCC:	<u>kvatanate@phcc.gov.ph</u>
	<u>oed@phcc.gov.ph</u>
For the UP Baguio:	<u>clabansi@up.edu.ph</u>
	<u>oc.upbaguio@up.edu.ph</u>

or such other email address, as a Party may notify to the other Party by written notice sent in accordance with this Clause.

A notice is deemed to have been received at the time of actual receipt if such notice is given by courier or personal delivery. If written notice is given by electronic mail, the notice is deemed to have been received at the time of transmission of said electronic mail on a business day.

6. AUTHORIZED REPRESENTATIVES

The Parties hereby designate the following persons as their respective Authorized Representatives, who shall be responsible for the implementation or enforcement of this Contract:

For the PCC:	Kenneth V. Tanate, PhD Executive Director
For the UP Baguio:	Dr. Corazon L. Abansi Chancellor

Each Party may appoint additional Authorized Representative(s), as may be necessary for the efficient implementation of this Contract. Any change in the

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designated Authorized Representative(s) of each Party shall be (i) notified immediately to the other Party; and (ii) deemed effective upon the other Party's receipt of said notice.

7. TERMINATION

Either Party may terminate this Contract, at any time for its convenience if the existence of conditions is determined to cause the Contract implementation to be economically, financially, or technically impractical and/or unnecessary, such as but not limited to fortuitous event/s or changes in law and national government policies.

This Contract may be terminated by any of the Parties by service of a written notice of termination at least ten (10) working days before the date of the intended termination.

8. DISPUTE SETTLEMENT

The Parties shall exert their best efforts to amicably settle any disputes arising out of or in connection with this Agreement. In case of failure to amicably settle such disputes, any and all actions or suits shall be filed with or instituted with the proper courts of Baguio City, to the exclusion of all other venues.

9. AMENDMENTS

Any revisions, amendments, repeals, and supplements to this Contract shall be made upon mutual written agreement by the Parties.

10. SEPARABILITY

If any one of the provisions contained in this Contract shall be declared invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

11. COUNTERPARTS

This Contract may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same contract. Delivery of an executed counterpart of a signature page to this Contract shall be effective as delivery of a manually executed counterpart of this Contract.

[Signature page follows.]

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For the **UNIVERSITY OF THE
PHILIPPINES BAGUIO**

By:



DR. CORAZON L. ABANSI
Chancellor

Witness:



CECILE G. DANGAWEN

[Signature page of PCC follows.]

For the **PHILIPPINE COMPETITION
COMMISSION**

By:



KENNETH V. TANATE, PhD
Executive Director

Witness:



JESON Q. DE LA TORRE

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

ACKNOWLEDGMENT

Before me, a notary public for and in Quezon City, this 20 OCT 2021,
personally appeared the following:

Name	Competent Evidence of Identity	Date/Place Issued
KENNETH V. TANATE	GSIS UMID 006-0100-6833-7	Quezon City

Known to me or identified by me through competent evidence of identity to be the same persons who executed the foregoing Contract of Lease which consists of six (6) pages, including the page on which this Acknowledgment is written, and they acknowledged to me that the same is their free and voluntary act and deed, as well as that of the entities they represent.

WITNESS MY HAND AND SEAL, on the date and in the place first above written.

Notary Public


VICENTE R. MARQUEZ
Notary Public for Quezon City

Valid Until December 31, 2021

Adm. Matter No. NP-094 (2019-2020)

Roll of Atty. No. 35074 IBP LRN 018993

PTR No. 0928785 01.29.2021 Q.C.

MCLE No. VI-0022504 Until 04.14.2022

15B P. Sevilla St., Jem 3 Subd. Tandang Sora, QC

Document No. 280 ;
Page No. 57 ;
Book No. IV ;
Series of 2021 .

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

ACKNOWLEDGMENT

Before me, a notary public for and in the City of Baguio, this 19 OCT 2021,
personally appeared the following:

Name	Competent Evidence of Identity	Date/Place Issued
CORAZON L. ABANSI	Passport P8831780 A	Baguio City Valid until September 19, 2028

Known to me or identified by me through competent evidence of identity to be the same persons who executed the foregoing Contract of Lease which consists of six (6) pages, including the page on which this Acknowledgment is written, and they acknowledged to me that the same is their free and voluntary act and deed, as well as that of the entities they represent.

WITNESS MY HAND AND SEAL, on the date and in the place first above written.

Notary Public



ATTY. ROBLES G. CALABIAS
No. 24 Upper Engineer's Hill, Baguio City
Notary Public
Until December 31, 2021
PTR NO. 4594233 Jan. 4, 2021-Baguio City
IBP Lifetime Number 580499
Roll No. 43275-05-07-98, Manila
N.A. -05-NC-20-R / MCLE VI-0021964

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