



Coconut Industry Investment Fund – Granexport Manufacturing Corporation

REQUEST FOR QUOTATION

(GMC-HO-2024-NP-LEASE-001F)

**FOR THE LEASE OF COPRA WAREHOUSE AND ASSOCIATED STRUCTURES IN
BROOKE’S POINT, PALAWAN**

The **Coconut Industry Investment Fund – Granexport Manufacturing Corporation (GRANEX)**, through the approved Corporate Operating Budget, intends to apply the sum of **Eight Hundred Ninety-Five Thousand Six Hundred Forty-Four Pesos and 36/100 (Php 895,644.36) inclusive of 1-month security deposit, VAT and other applicable government taxes** being the estimated total cost for the contract of the **Lease of Copra Warehouse** through **Section 53.10 (Negotiated Procurement - Lease of Private Property & Venue)** of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184, with the following detailed requirements:

I. GENERAL CONDITIONS

- a. Price quotation/s must be valid for a period of sixty (60) calendar days from the last day of submission of quotation.
- b. Price quotation/s must be determined in Philippine Peso (Php) and already inclusive of taxes, duties and/or levies payable;
- c. Quotations exceeding the Approved Budget for the Contract (ABC) shall be automatically rejected;
- d. Award of contract shall be made to the lowest quotation which complies with the minimum technical specifications and other terms and conditions stated herein as determined during the post-qualification procedures;
- e. The goods shall be delivered according to the requirements specified in the technical specifications;
- f. The Coconut Industry Investment Fund – Granexport Manufacturing Corporation shall have the right to conduct the necessary inspection and verification of the good/s to confirm its/their conformity to the technical specifications;
- g. Should two (2) or more lessors be determined and declared as the lowest calculated and responsive quotation (LCRQ), GRANEX shall adopt a non-discretionary and non-discriminatory tie-breaking method in accordance with the Government Procurement Policy Board Circular 06-2005 dated 5 August 2005;
- h. Monthly Payment shall be made within fifteen days upon the submission of the required supporting documents (i.e. Purchase Order/Contract and Billing Statement) by the lessor; and
- i. Liquidated damages equivalent to one tenth (1/10) of one percent (0.1%) of the total rent under the Contract of Lease shall be imposed on the winning bidder per day of delay in the delivery of the Subject Property. GRANEX shall rescind the contract once the cumulative amount of liquidated damages reaches ten percent (10%) of the total rent under the Contract of Lease without prejudice to other courses of action and remedies available.

II. TECHNICAL SPECIFICATIONS

GRANEX is looking for a Copra Warehouse with the following technical specifications:

A. Location and Site Condition

1. Accessibility: The property must be directly accessible to major roads (National highway, Provincial roads, City roads) and with maximum distance of 50 meters from the National highway; The right of way can accommodate at least 5-Units of 10wheeler truck.
2. Topography and Drainage: The property must not be in a flood prone area and with proper drainage.
3. Sidewalk and waiting shed: Capable of accommodating at least ten (10) copra farmers.
4. Parking Space: The property must have an exclusive parking space within the area for at least 5-Units of 10wheeler trucks.
5. Economic Potential: The property must be within 50meter radius from a commercial or business district or the property is classified as mixed use (office, commercial, business)
6. Land Classification, utilization, and assessment: The land must be Agricultural/Industrial/Commercial
7. Other added amenities: with existing truck scale or provision for truck scale installation

B. Neighborhood Data

1. Prevailing Rental Rate. Property's rental rate must not be more than the approved budget for the contract (VAT inclusive) per month;
2. Sanitation and health condition: The property must have proper garbage facilities and must comply with the health and sanitation standards required under the Sanitation Code of the Philippines.
3. Adverse Influence. The property must be safe and free from informal settlers within a radius of 100 meters;
4. Property Utilization. The property's highest and best use is for copra warehouse with at least 1,100MT capacity; and
5. Police and Fire Stations. The property must be situated within eight (8) kilometers from the nearest police and fire stations.
6. Telecommunication/Internetnetwork: The property must be internet/cable ready.
7. Other Services: The property must be accessible to government and health service centers.

C. Real Property

1. Structural Condition: The property is in good structural condition.
2. Functionality.
 - a. Space Requirement. The leasable spaces must be adequate for the GRANEX's area requirement of at least 5,000 square meters.
 - b. Module. The leased Premises shall be handed over with the following minimum specifications:
 - Concrete flooring
 - Warehouse must be a floor area of at least 600 square meters that can accommodate at least 1,100,000Kg of Copra

- Must have readily available and suitable structures for office, laboratory and staff house purposes that can accommodate at least five (5) personnel
 - Provision for installation of fire-fighting equipment
- c. Light and Ventilation. The property's common areas must have proper lighting and ventilation system.
3. Facilities. The property must have the following facilities/amenities:
- a. Main meter for the electrical and water supply exclusively for the use of GRANEX.
 - b. Sufficient electrical and lighting fixtures and convenience outlets. There are also provisions for electrical system (single phase and three phases) for the air-conditioning units and other office equipment to be installed;
 - c. Sufficient water supply within the property;
 - d. Fire emergency exits, as provided by laws;
 - e. Electrical Facilities/Requirements:
 - i. All electrical fixtures, convenience outlets, switches and telephone jacks/terminals must be in good working condition at the time of transfer;
 - ii. All electrical components within the property shall meet the electric load requirements provided for by GRANEX;
 - f. Provision for comfort rooms (CR) with lavatories for the exclusive use of GRANEX employee and clientele/stakeholders/visitors;
 - g. GRANEX should be allowed to demolish/chip portion of ceilings, walls and floors for the installation of A/C units and other equipment.
4. IT Requirements
- The building/property must have provision for the following:
- a. Space for the installation of the horizontal and vertical network cabling (structured cabling infrastructure);
 - b. GRANEX should be allowed to demolish/chip portion of walls, floors and ceilings for the installation of data cables; and
 - c. Sufficient space for network server.
5. Duration of Contract
- a. The Lease Term shall be for a period of twelve (12) months commencing within ten (10) days upon receipt of Notice to Proceed.

The Lease may be renewed for another term with the same terms and conditions of the prevailing lease, which shall be based on fair Market Value at the time of the negotiations. Fair Market Value shall be defined as the prevailing rate for rent and escalation at the comparable space in the area.

II. SPECIFIC TERMS AND CONDITIONS

- a) The Lessor must be the absolute owner of the property offered for lease and the land on which the same are built;
- b) The property must not be mortgaged;

- c) There are no pending cases, litigation, suits, actions, proceedings, involving the Subject Property and there is no adverse claim affecting its title or rights of ownership and possession over the same;
- d) There are no outstanding obligations or rights of first refusal to purchase the Subject Property, or any portion thereof or interest thereon, as of the date of execution of this Contract of Lease;
- e) Delivery Period
 - Within Ten (10) calendar days from receipt of Notice to Proceed.
- f) All the Terms and Conditions expressed in the attached Contract of Lease;
- g) The Contract of Lease shall be subject to the review and approval of the Office of the Government Corporate Counsel. Any of its ensuing comments, recommendations, or directives shall form part of the contract.

III. APPROVED BUDGET FOR THE CONTRACT

The Approved Budget for the Contract is **Eight Hundred Ninety-Five Thousand Six Hundred Forty-Four Pesos and 36/100 only (Php 895,644.36)** inclusive of 1-month security deposit, VAT and other applicable government taxes. The detailed ABC is as follows:

Detailed ABC			
	Amount (Php)		Total
Monthly Rental	68,895.72	12 month	826,748.64
Security Deposit	68,895.72	1 month	68,895.72
Total			<u>895,644.36</u>

IV. MODE OF PROCUREMENT

The mode of procurement shall be through negotiated procurement, particularly Lease of Real Property, as provided under Section 53.10, Rule XVI of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184.

V. DOCUMENTARY REQUIREMENTS

For purposes of determining the eligibility of lessors, the prospective lessor/s shall submit in a sealed envelope on or before December 13, 2024 at 2 o' clock in the afternoon copy/ies of the following documents:

- a. PhilGEPS Registration Certificate/Number;
- b. Mayor's/Business Permit (if recently expired, submit certified true copy of the official receipt as proof that it has applied for renewal);
- c. Transfer Certificate of Title (TCT) covering the Land on which the warehouse and associated structures are built;
- d. Tax Clearance issued by the corresponding local government unit covering the warehouse and associated structures and the land on which on which it is built;

- e. Sworn Statement of Proof of Ownership (if the property is not under the name of the bidder);
- f. Income/Business Tax Return duly stamped received by the BIR;
- g. BIR Form 2303 or BIR Registration Certificate;
- h. Sample BIR Registered Receipt;
- i. Duly Notarized Omnibus Sworn Statement Please use the revised template found at this link: <https://www.gppb.gov.ph/downloadables.php> (original must be submitted); and
- j. Technical and Financial Proposal

However, item (b) of the above documentary requirements may be dispensed should the prospective lessor submit its PhilGEPS Platinum Registration and Membership.

VI. OTHERS

Execution of the Contract of Lease within a period of 10days from the completion of the OGCC's review.

GRANEX now invites lessors to submit their best offer or quotation for the contract which must be delivered in a sealed envelope to:

ANGELITA G. RAPADA
Head, Bids and Awards Committee Secretariat
4th Floor Palacio Del Gobernador, General Luna St., Intramuros, Manila
1002 Philippines

GRANEX reserves the right to accept or reject any quotation, to annul the procurement process, and to reject all quotations at any time without thereby incurring any liability to the affected lessor/s.

Originally Signed

AL MATTHEW P. UMALI

Chairperson, Bids and Awards Committee I

PRICE QUOTATION FORM

Date: _____

Request for Quotation No: _____

To: (name and address of Procuring Entity)

After having carefully read, examined and accepted the terms and conditions in the Request for Quotation for the **“LEASE OF COPRA WAREHOUSE AND ASSOCIATED STRUCTURES IN BROOKE’S POINT, PALAWAN”**, hereunder is our price proposal:

Detailed ABC			
	Amount (Php) (A)	Duration (month/s) (B)	Total Amount (Php) (A x B)
Monthly Rental			
Security Deposit (1 Month)			
Total			

AMOUNT IN WORDS:

(VAT Inclusive)

The above-quoted price is inclusive of all costs and applicable taxes, such as, but not limited to (specify the applicable taxes, e.g. (i) value added tax(VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties), which are itemized herein or in the Price Schedules.

Very truly yours,

AUTHORIZED REPRESENTATIVE:

Signature: _____

Printed Name: _____

Company Name: _____

Legal Capacity: _____

Date: _____

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)

CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. [Select one, delete the other:]

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. [Select one, delete the other:]

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary’s Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not “blacklisted” or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules

have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. [Select one, delete the rest:]

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical

Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and

- d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of __, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

SUBSCRIBED AND SWORN to before me this __ day of _____ 2024 in _____, affiant, who is personally known to me, exhibiting to me the following:

Affiant	Competent Evidence of Identity	
	Type of ID	ID Number and Expiry Date
NAME OF BIDDER'S AUTHORIZED REPRESENTATIVE,		

Doc. No. _____;

Page No. _____;

Book No. _____;

Series of 2024.

Annex “C”

TECHNICAL SPECIFICATIONS	Statement of Compliance
A. Location and Site Condition	
a. Accessibility: The property must be accessible directly to major roads (National highway, Provincial roads, City roads) and with maximum distance of 50 meters from the National highway; The right of way can accommodate at least 10 x 10 wheeler truck	
b. Topography and Drainage: The property must not be in a flood prone area and proper drainage.	
c. Sidewalk and waiting shed: Capable in accommodating of at least ten (10) copra farmers.	
d. Parking Space: The property must have an exclusive parking space within the area for at least 10 x 10wheeler trucks.	
e. Economic Potential: The property must be within 50meter radius from a commercial or business district or the property is classified as mixed use (office, commercial, business).	
f. Land Classification, utilization, and assessment: The land must be Agricultural/Industrial/Commercial.	
g. Other added amenities: with existing truck scale or provision for truck scale installation	
D. Neighborhood Data	
a. Prevailing Rental Rate: Property’s rental rate must not be more than Php 85,000.00 (VAT inclusive) per month.	
b. Sanitation and health condition: The property must have proper garbage facilities and must comply with the health and sanitation standards required under the Sanitation Code of the Philippines;	
c. Adverse Influence: The property must be safe and free from informal settlers within a radius of 100 meters.	
d. Property Utilization: The property’s highest and best use is for copra warehouse with at least 600,000kg capacity.	

<p>e. Police and Fire Stations: The property must be situated within eight (8) kilometers to police and fire stations.</p>	
<p>f. Telecommunication/Internet/cable ready: The property must be internet/cable ready.</p>	
<p>g. Other Services: The property must be accessible to government and health service center</p>	
<p>E. Real Property</p>	
<p>a. Structural Condition: The property is designed in compliance with the National Building Code of the Philippines.</p>	
<p>b. Functionality:</p> <ul style="list-style-type: none"> i. Space Requirement: The leasable spaces must be adequate for the GRANEX's area requirement of at least 300 square meters. ii. Module: The leased Premises shall be handed over with the following minimum specifications: <ul style="list-style-type: none"> • Concrete flooring • Warehouse must be at least 450 square meters that can accommodate 600,000Kg of Copra • Space provision for office, laboratory area and staff house that can accommodate five (5) personnel • Provision for installation of fire-fighting equipment iii. Light and Ventilation: The property's common areas must have proper lighting and ventilation system. 	
<p>c. Facilities: The property must have the following facilities/amenities:</p> <ul style="list-style-type: none"> i. Main meter for the electrical and water supply exclusively for the use of Granex. ii. Sufficient electrical and lighting fixtures and convenience outlets. There are also provisions for electrical system (single phase and three phases) for the air-conditioning units and other office equipment to be installed. iii. Sufficient water supply within the property iv. Fire emergency exits, as provided by laws v. Electrical Facilities/Requirements: 	

<ul style="list-style-type: none"> 1. All electrical fixtures, convenience outlets, switches and telephone jacks/terminals must be in good working condition at the time of transfer 2. All electrical components within the property shall meet the electric load requirements provided for by GRANEX vi. Provision for comfort rooms (CR) with lavatories for the exclusive use of GRANEX employee and clientele / stakeholders / visitors vii. GRANEX should be allowed to demolish/chip portion of ceilings, walls and floors for the installation of A/C units and other equipment. 	
<p>d. IT Requirements</p> <p>The building/property must have provision of the following:</p> <ul style="list-style-type: none"> i. Space for the installation of the horizontal and vertical network cabling (structured cabling infrastructure) ii. GRANEX should be allowed to demolish / chip portion of walls, floors and ceilings for the installation of data cables. And iii. Sufficient space for network server 	

I hereby certify to comply with all the above Technical Specifications.

Name of Company/Bidder

Signature over Printer Name of Representative

Date

Annex “D”

CONTRACT OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

This **CONTRACT OF LEASE** is made and entered into this _____ day of _____ by and between:

GRANEXPORT MANUFACTURING CORPORATION (hereinafter referred to as “GRANEXPORT”), a government owned and controlled corporation duly organized and existing under and by virtue of the laws of the Philippines, with office address at 4th Floor, Palacio Del Gobernador, General Luna St., Intramuros, Manila, Philippines., represented herein by its Authorized Representative, [NAME OF AUTHORIZED REPRESENTATIVE], duly authorized for the purpose of this Contract of Lease;¹

-and-

If a sole proprietorship

[NAME OF LESSOR] (hereinafter referred to as “[NAME OF LESSOR]”), who is doing under the name and style of [BUSINESS NAME], a sole proprietorship, with address at [ADDRESS]

If a corporation or partnership

[NAME OF LESSOR] (hereinafter referred to as “[NAME OF LESSOR]”), a corporation duly organized and existing under and by virtue of the laws of the Philippines, with office address at [ADDRESS], represented herein by [NAME OF REPRESENTATIVE], duly authorized for the purpose of this Contract of Lease

[GRANEXPORT and [NAME OF LESSOR] are individually referred to herein as “Party” and collectively as “Parties”]

ANTECEDENTS

WHEREAS, GRANEXPORT is a non-chartered government owned and controlled corporation. It is one of the six oil mill/refinery companies comprising the Coconut Industry Investment Fund Oil Mills Group (“CIIF-OMG”) under the Office of the President;

¹ A copy of BOD Resolution No. _____ is attached hereto as **Annex “A”**.

WHEREAS, as shown by the primary purpose stated in its Articles of Incorporation,² GRANEXPORT is engaged, among others, in the manufacture of coconut-based food products such as lard, margarine and edible oil, in that:

“PRIMARY PURPOSE

To own, operate, run and manage plants and facilities for the production and refining of coconut oil, coconut meal, vegetable oil, lard, margarine, edible oil and other articles of similar nature and their by-products; x x x³

WHEREAS, as it belongs to the food sector, GRANEXPORT is not covered by the following prohibition under Office of the President Memorandum Circular No. 3 dated 27 July 2022:

“4. Except for those involved in the food, transportation and energy sectors, or except when authorized by the President in meritorious cases, the following shall not enter into new contracts or projects or disburse extraordinary funds:

x x x

b. GOCCs, government instrumentalities with corporate powers, government corporate entities, and government financial institutions, until such time that new sets of appointive directors have been appointed and chief executive officers elected in accordance with their respective charters, articles of incorporation and by-laws in relation to Republic Act 10149 or the GOCC Governance Act of 2011;⁴

WHEREAS, to carry out the said primary purpose under its Articles of Incorporation, and pursuant to the mandate to implement programs for the benefit of coconut farmers, GRANEXPORT regularly purchases copra, a raw material for the coconut-based food products that GRANEXPORT manufactures, through its various Copra Buying Stations, such as the Palawan Copra Buying Station (“Palawan CBS”);

WHEREAS, the Palawan CBS is in need of a warehouse for the storage of copra that it purchased;

WHEREAS, considering that there is no publicly-owned warehouse that complies with the requirements of the Palawan CBS,⁵ as certified by _____ dated _____, and that resort to a privately-owned warehouse is more efficient and economical to the government, the Bids and Awards Committee, pursuant to Section V, paragraph D, subparagraph 9 (Lease of Real Property and Venue) of the Implementing Rules and Regulations of the Government Procurement Act, and with due regard with the Policy

² A copy of Granexport Manufacturing Corporation’s Articles of Incorporation is attached hereto as **Annex “B”**.

³ *Ibid.*; emphasis and underscoring supplied.

⁴ Office of the President Memorandum Circular No. 3 dated 27 July 2022; emphasis and underscoring supplied.

⁵ A copy of the Certification of the LGU is attached hereto as **Annex “C”**.

Considerations espoused therein, proceeded to conduct the procurement covering the lease of private warehouse for the Palawan CBS;

WHEREAS, from _____ to _____ 2024, GRANEXPORT’s Bids and Awards Committee invited at least three (3) prospective Lessors namely; (1) _____ (2) _____, and (3) _____ to submit sealed price quotations for the said lease of private warehouse for the Palawan CBS through electronic mail and posting of the request for quotation on the website of CIIF-OMG;⁶

WHEREAS, the following bidders submitted their respective price quotations before the deadline on _____:

[ENUMERATE NAMES OF BIDDERS]

WHEREAS, the price quotations were opened at [TIME] of [DATE], with [NAME OF LESSOR] being found as the Lessor with the Lowest/Single Calculated Quotation;

WHEREAS, the warehouse being offered by [NAME OF LESSOR] was rated in accordance with the technical specifications and the reasonableness of [its/his] price quotation was determined in accordance with the pertinent rules;

WHEREAS, pursuant to the Technical Working Group’s determination of the responsiveness and reasonableness of the quotation of [NAME OF LESSOR], the Bids and Awards Committee recommended to:

1. Declare [NAME OF LESSOR] as the lowest calculated and responsive bidder; and
2. Award to [NAME OF LESSOR] the contract for GRANEXPORT’S lease of a private warehouse for the Palawan CBS under the following basic terms:

DURATION OF CONTRACT

The Lease Term shall be for a period of TWELVE (12) MONTHS commencing within a period of ten (10) days from receipt of the Notice to Proceed.

TOTAL RENT

_____ PESOS (Php _____ .00) inclusive of all government taxes and other fees and charges.

The total rent should not exceed the Approved Budget of the Contract (“ABC”)

⁶ A copy of the Request for Quotation is attached hereto as **Annex “D”**.

WHEREAS, upon recommendation of the Bids and Awards Committee, GRANEXPORT's Board of Directors awarded the Contract for Lease of a Private Warehouse for the Palawan CBS through BOD Resolution No. _____, dated _____ that states:

[TO QUOTE BOARD RESOLUTION]

WHEREAS, the corresponding Notice of Award was issued, with [NAME OF LESSOR] expressing his conformity thereto;

WHEREAS, pursuant to the pertinent regulations, GRANEXPORT submitted the Draft of this Contract of Lease for review and comments of the Office of the Government Corporate Counsel; and

WHEREAS, GRANEXPORT incorporated to this Contract of Lease the comments and revisions of the Office of the Government Corporate Counsel.

NOW THEREFORE, for and in consideration of the foregoing premises, the Parties hereby agree as follows:

1. RULES OF CONSTRUCTION

- 1.1. Unless otherwise stated in this Contract of Lease, references to parts, clauses and annexes are to be construed as references to the parts, clauses and annexes of this Contract of Lease.
- 1.2. The headings are for ease of reference only and shall not affect the interpretation of this Contract of Lease.
- 1.3. References to the singular include the plural and *vice versa*.
- 1.4. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Request for Quotation;
 - ii. The bid of the Winning Bidder, [NAME OF LESSOR], including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - iii. Notice of Award of Contract; and the Bidder's conforme thereto; and
 - iv. Other contract documents that may be required by existing laws and/or the

Procuring Entity concerned. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, shall likewise form part of the Contract.

2. THE SUBJECT PROPERTIES

2.1. _____ hereby transfers and conveys by way of lease the following properties:

A WAREHOUSE OWNED BY _____ WITH FLOOR AREA OF _____ SQUARE METERS, MORE OR LESS, AND LOCATED AT _____, AS WELL AS THE STRUCTURES ASSOCIATED THEREWITH.

3. DELIVERY OF SUBJECT PROPERTIES

3.1. [NAME OF LESSOR] shall immediately turn over to GRANEXPORT the actual and physical possession of the Subject Properties within a period of ten (10) days from receipt of the Notice to Proceed in accordance with the requirements specified in the technical specifications prescribed in the Request for Quotation.

[NAME OF LESSOR] shall ensure GRANEXPORT's peaceful and continued possession of the Subject Properties during the Lease Term.

3.2. Liquidated damages equivalent to one-tenth (1/10) of one percent (1%) of the total rent under the Contract of Lease shall be imposed on [NAME OF LESSOR] per day of delay in the delivery of the Subject Properties. GRANEXPORT shall rescind this Contract of Lease once the cumulative amount of liquidated damages reaches ten percent (10%) of the total rent under the Contract of Lease without prejudice to other courses of action and remedies available.

1. LEASE TERM

1.1. The Lease Term shall be for a period of TWELVE (12) MONTHS commencing within a period of ten (10) days from receipt of the Notice to Proceed.

Subject to the provisions of the pertinent laws, the lease may be renewed for another term with the same terms and conditions of the prevailing lease, which shall be based on Fair Market Value at the time of the negotiations. Fair Market Value shall be defined as the prevailing rent and escalation at the comparable space in the area.

2. MONTHLY RENTAL

- 2.1. For the lease of the Subject Properties, GRANEXPORT shall pay rental in the amount of [AMOUNT, WHICH CANNOT GO BEYOND THE ABC] per month inclusive of all government taxes and other fees and charges.

GRANEXPORT shall deduct the appropriate withholding tax from the Monthly Rental and remit it directly to the Bureau of Internal Revenue.

GRANEXPORT shall pay the Monthly Rental within fifteen (15) days from receipt of the required supporting documents (*i.e.* Purchase Order/Contract and Billing Statement) from [NAME OF LESSOR].

3. SECURITY DEPOSIT

- 3.1. Within fifteen (15) days from the execution of this Contract of Lease, GRANEXPORT shall likewise pay and deliver to [NAME OF LESSOR] Security Deposit amounting to one (1) month's rent.

The Security Deposit shall answer for any property damage GRANEXPORT may cause on/to the Subject Properties as well as any and all other liabilities GRANEXPORT may incur and owe to [NAME OF LESSOR] other than the payment of the Monthly Rental. If no such liability or damage shall exist, the security deposit shall be refunded to GRANEXPORT without interest within 60 calendar days from the termination/expiration of the Contract of Lease.

4. MANNER OF PAYMENT

- 4.1. GRANEXPORT shall pay the Monthly Rental to [NAME OF LESSOR] in the form of check from a reputable bank.

All rental payments shall be payable to "[NAME OF LESSOR]".

- 4.2. [NAME OF LESSOR] shall pay taxes in full and on time and that failure to do so will entitle GRANEXPORT to suspend payment of the rentals due to [NAME OF LESSOR].

[NAME OF LESSOR] shall regularly present, within the duration of the Contract of Lease, a tax clearance from the Bureau of Internal Revenue and the Local Government Unit concerned, as well as a copy of his income and business tax returns duly stamped and received by the Bureau of Internal Revenue and duly validated with the tax payments made thereon.

5. USE OF THE SUBJECT PROPERTIES

- 5.1. [NAME OF LESSOR] hereby allows GRANEXPORT to use the Subject Properties for storing copra and for other legitimate business activity consistent with the primary and secondary purposes as stated in the Articles of Incorporation of GRANEXPORT.

6. PEACEFUL POSSESSION

- 6.1. GRANEXPORT shall have the right to peaceful possession of the Subject Properties. In case the Lease Term is disturbed and/or GRANEXPORT, in any way, is deprived of the right to exclusively possess, develop, use, enjoy and/or control the Subject Properties through no fault of its own, the Lease Term shall be adjusted or extended for such period that the lease was disturbed and/or GRANEXPORT was deprived of possession, control and/or enjoyment thereof.

Further, in the event that GRANEXPORT shall be disturbed and/or in any way, deprived of the right to exclusively possess, develop, use, enjoy and/or control the Subject Properties during the Lease Term without fault on its part, GRANEXPORT shall have the right to suspend payment of the rentals during such disturbance. [NAME OF LESSOR] further acknowledges that GRANEXPORT shall be released from paying any such rental(s) for the portion corresponding to the period(s) during which GRANEXPORT was prevented from exercising its rights under this Agreement for fault attributable to [NAME OF LESSOR].

7. FORCE MAJEURE

- 7.1. The Parties shall not be held liable for any delay in or failure of performance of the obligations in this Agreement if such delay or failure arises from or are the consequence of *force majeure* or fortuitous event; provided, that the Parties have taken proper precautions, due care and reasonable alternative measures to avoid or otherwise minimize the delay or failure; and, provided, further, that the party in default shall, within 30 calendar days from the occurrence of the *force majeure*/ fortuitous event, give notice of it to the other party including sufficient information as to the cause and shall resume performance of its obligations as soon as the effects of the *force majeure* or fortuitous event abate.

To constitute *force majeure* or fortuitous event, all the following elements must concur: (a) the cause of the unforeseen and unexpected occurrence or of the failure of the Party to comply with its obligation must be independent of human will; (b) it must be impossible to foresee the event that constitutes the *fortuitous event* or, if it can be foreseen, it must be impossible to avoid; (c) the occurrence must be such as to render it impossible for the Party to fulfill obligations in a normal manner;

and, (d) the Party must be free from any participation in the aggravation of the injury or loss.

8. REPRESENTATIONS AND WARRANTIES

8.1. Each Party hereby represents and warrants to the other party that:

- a. This Contract of Lease constitutes all legal, valid and binding obligations of the Parties enforceable in accordance with its terms and conditions; and
- b. The respective obligations of the Parties under this Contract of Lease will be performed by them with promptness and diligence and shall be executed in a quality manner consistent with relevant standards of the trade or business involved.

8.2. [NAME OF LESSOR] represents and warrants to GRANEXPORT that:

- a. [NAME OF LESSOR] is the absolute owner of the properties offered for lease and the land on which the same are built;
- b. The Subject Properties are not mortgaged;
- c. [NAME OF LESSOR] is in possession and control of the Subject Properties and there are no leases, subleases, licenses, concessions or other agreements, written or oral, granting to any party or parties the right to use or occupy the Subject Properties;
- d. [NAME OF LESSOR] is not a party to any other contract, agreement, or arrangement whether written or oral, with any third party in relation to or affecting the Subject Properties;
- e. There are no pending cases, litigation, suits, actions, proceedings, involving the Subject Properties and there is no adverse claim affecting its title or rights of ownership and possession over the same;
- f. There are no outstanding obligations or rights of first refusal to purchase the Subject Properties, or any portion thereof or interest thereon, as of the date of execution of this Contract of Lease;
- g. [NAME OF LESSOR] shall ensure GRANEXPORT's peaceful and continued possession of the Subject Properties during the Lease Period; and

- h. [NAME OF LESSOR] has not given any money or gift of value to any employee/official of GRANEXPORT or CIIF-OMG to secure this Contract of Lease.
- 8.3. Each Party hereby represents and warrants to the other Party that each of the representations and warranties set forth in this Contract of Lease shall be true and correct for as long as this Contract of Lease is in effect, except as otherwise provided for under this Contract of Lease.

9. DISPUTE SETTLEMENT

- 9.1. This Contract of Lease shall be valid and binding upon the Parties, their heirs, assigns, executors, and successors-in-interest. If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of this Contract of Lease, the Parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. Any and all disputes arising from the implementation of this Contract of Lease shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004". The parties may also resort to other alternative modes of dispute resolution.
- 9.2. In case of the failure to resolve the dispute/s arising from this Agreement through arbitration or other alternative modes of dispute resolution, the said dispute shall be filed with the appropriate trial court. Venue of any court action with respect to this Agreement shall be the proper courts of Makati City only, to the exclusion of all other courts.

10. GENERAL PROVISIONS

- 10.1. The Parties agree that all representations and covenants found here are deemed essential conditions of this Agreement.
- 10.2. The Parties agree to abide by the terms and conditions of this Agreement in good faith.
- 10.3. No omission by any party to require the performance by the other party of any of the terms or conditions of this Agreement nor any forbearance or indulgence granted or shown by any party to the other shall release, discharge or in any manner affect or prejudice the right of a party at any time to require strict and full performance by the other of any or all of the terms or conditions to be observed or performed hereunder.
- 10.4. The failure of one party to insist upon a strict performance of any of the terms, conditions and covenants here shall not be deemed a relinquishment or waiver of any right/ remedy that such party may have, nor shall it be construed as a waiver of any subsequent breach of the same or other terms, conditions and covenants.

No waiver by any one party of any of its rights under this Agreement shall be deemed to have been made unless expressed in writing and signed by that Party.

- 10.5. Nothing herein shall be construed as to create a relationship of partnership, joint venture, or agency between the Parties here and no agent, employee or contractor of either Parties here shall be deemed to be the agent, employee, or contractor of the other.
- 10.6. Philippine law shall govern this Agreement in all aspects.
- 10.7. Any provision of this Contract of Lease that is prohibited or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.
- 10.8. This Contract of Lease shall be binding on and shall inure to the benefit of the Parties and their successors-in-interest.
- 10.9. This Agreement may only be modified or amended upon mutual agreement of the Parties by an instrument in writing signed by both Parties in accordance with the provisions of pertinent laws.
- 10.10. Except for disclosures required under the laws, rules and regulations of the Republic of the Philippines or other applicable jurisdiction or pursuant to valid and enforceable orders of courts or other governmental agencies with jurisdiction over the subject matter of this Contract of Lease, no party shall, without the prior written consent of the other party, make any disclosure to a third party of any information relating to this Contract of Lease, any of the terms contained here, or any information, reports or filings required under the terms of this Contract of Lease. Each party undertakes in favor of the other that it shall use (and shall procure that each of its nominees, agents, assigns, subsidiaries, affiliates, directors, and employees shall use) all reasonable endeavors to keep confidential any and all information relating to this Contract of Lease. This provision shall survive the termination of this Contract of Lease. Each Party's obligation of confidence here shall be fulfilled using the same degree of care with the other party's confidential information as it uses to protect its own confidential information.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract of Lease to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

**GRANEXPORT MANUFACTURING
CORPORATION**

[NAME OF LESSOR]

By:

By:

Authorized Representative

Authorized Representative

SIGNED IN THE PRESENCE OF

A C K N O W L E D G M E N T

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

BEFORE ME, a Notary Public for and in the _____, personally appeared the following:

<u>Name</u>	<u>Government Issued ID.</u>	<u>Number</u>

known to me and to me known to be the same persons who executed the foregoing **CONTRACT OF LEASE** and acknowledged to me that the same is of their free and voluntary act and deed and that of the Corporations they represent.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this _____ day of _____ 2024 at _____.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2024.