



Sangguniang Panlalawigan

BATAAN CAPITOL, BALANGA CITY



EXCERPT FROM THE MINUTES OF THE 10TH REGULAR SESSION OF THE SANGGUNIANG PANLALAWIGAN OF BATAAN ON SEPTEMBER 8, 2025 HELD AT THE SESSION HALL, THE BUNKER @ THE CAPITOL COMPOUND, TENEJERO, BALANGA CITY, BATAAN 2100

PRESENT:

Hon. Ma. Cristina M. Garcia, Vice Governor and Presiding Officer

FIRST DISTRICT:

Hon. Jomar L. Gaza J.D., Board Member
Hon. Mylene A. Serrano, Board Member
Hon. Godofredo B. Galicia, Jr., M.D., Board Member

SECOND DISTRICT:

Hon. Maria Margarita R. Roque, Board Member
Hon. Noel Joseph L. Valdecañas, Board Member
Hon. Victor A. Baluyot, Jr., Board Member

THIRD DISTRICT:

Hon. Romano L. Del Rosario, MPA, Board Member
Hon. Angelito M. Sunga, Board Member
Hon. Jorge S. Estanislao, M.D., Board Member
Hon. Roman Harold R. Espeleta, OP, Board Member

Hon. Jovy Z. Banzon, Board Member (PCL President)
Hon. Romeo A. Austria, Board Member (FABC President)
Hon. Lovely Joy A. Poblete, Board Member (SKF President)
Hon. Feliciano G. Magay, Jr., Board Member (IPMR)

ABSENT:

None

PROVINCIAL ORDINANCE NO. 21 Series of 2025

THE 2025 REVISED ORDINANCE ESTABLISHING THE TERMS AND CONDITIONS FOR THE SUBLEASE OF THE BATAAN GOVERNMENT CENTER, ALSO KNOWN AS "THE BUNKER", PRESCRIBING THE POLICIES, RULES AND REGULATIONS FOR THE OPERATION, ADMINISTRATION AND MANAGEMENT OF THE BUNKER, AND FOR OTHER PURPOSES.

AUTHORED & SPONSORED BY:
HON. JOMAR L. GAZA J.D.

WHEREAS, pursuant to Section 12 of Republic Act No. 7160 (Local Government Code of 1991), provinces, cities, and municipalities are endeavored to establish their respective government centers where offices, agencies, or branches of the National Government, Local Government Units, or government-owned and controlled corporations may, as far as practicable, be located;

WHEREAS, keeping in mind the powers granted to the Local Government Units (LGUs) by R.A. No. 7160, the Provincial Government of Bataan (PGB), together

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Provincial Governor

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with MTD Philippines, Inc. (MTD), entered into a Joint Venture Agreement (JVA) - a Public Private Partnership (PPP) scheme, for the development, construction, operation and implementation of the Bataan Government Center and Central Business Hub Project, duly authorized by the Sangguniang Panlalawigan under Resolution No. 77 dated April 27, 2015;

WHEREAS, in order to formalize additional terms and conditions agreed upon by the parties after the execution of the JVA, the PGB and MTD signed a Supplemental Agreement (SA) embodying the request of the PGB for the increase in the number of floors as well the corresponding revisions and adjustments in the architectural and engineering designs of the Government Center also known as "The Bunker," duly authorized by the Sangguniang Panlalawigan under Resolution No. 268 dated June 18, 2018;

WHEREAS, a similar SA was also executed, this time among the PGB, MTD and ALLOY MTD BATAAN, INC. (AMBI), which was also authorized by this Sanggunian under the same Resolution No. 268;

WHEREAS, under the JVA and SA, the PGB shall lease from MTD a total floor area of 22,618.14 square meters of The Bunker, subject to applicable taxes and an annual escalation rate;

WHEREAS, pursuant to the JVA and SA, the PGB is authorized to sublease available spaces to third-party tenants and shall be responsible for the marketing and sub-leasing of The Bunker, the lease rate of which shall be subject to its discretion and determination;

WHEREAS, in order to properly determine the appropriate lease rates, through Administrative Order No. 04, Series of 2017, the PGB created The Bunker Lease Committee, which, in consultation with PGB Finance Committee, has made recommendations as to the schedule of lease rates for the sublease of The Bunker to third-party tenants;

WHEREAS, the Sangguniang Panlalawigan reviewed the recommended lease rates submitted by the Bunker Lease Committee in consultation with Local Finance Committee;

WHEREAS, to ensure the effective and efficient operation and administration of The Bunker, on April 1, 2019, the Sangguniang Panlalawigan enacted Ordinance No. 04, Series of 2019, entitled "An ordinance establishing the terms and conditions for the sublease of the Bataan Government Center also known as the "The Bunker", prescribing the policies, rules and regulations for the operation, administration and management of The Bunker, and for other purposes";

WHEREAS, on 26 May 2020 and 11 December 2023, the said Ordinance No. 04 was amended and restated, and further amended, respectively;

WHEREAS, given further supervening events, the Bunker Lease Committee deemed it necessary to revise Ordinance No. 04, as amended and restated, to align the provision thereof with present circumstances and needs of the Province;

WHEREAS, the rates and other terms and conditions recommended by the Bunker Lease Committee were products of consultations and diligent discussions;

WHEREAS, to also consolidate into a single issuance all current policies, rules and regulations concerning the subleasing of spaces in the Bunker, the Sangguniang Panlalawigan opted to adopt a 2025 revised The Bunker ordinance;

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NOW, THEREFORE, be it ordained as it is hereby ordained by the Sangguniang Panlalawigan of the Province of Bataan, in session assembled, that:

SECTION 1. SHORT TITLE. - This Ordinance shall be known as "2025 Revised The Bunker Ordinance."

SECTION 2. COVERAGE AND APPLICATION. - This Ordinance shall govern the sublease, operation, administration and management of the Bataan Government Center otherwise known as "The Bunker".

SECTION 3. SUBLEASE RATES AND RENTALS. - The Sublease Rates and Rentals in The Bunker shall be subject to a periodic review by the Bunker Lease Committee and the Property Management Office for the purpose of determining whether adjustments thereto are warranted, and in which case, shall make appropriate recommendations to the Governor and Sangguniang Panlalawigan. The following are the sublease rates and rentals for the available spaces in the Bunker:

A. Sublease Rates for Office Spaces (Government Agencies and PPP Partners)

| Location | 1 st Floor | 2 nd Floor | 3 rd to 7 th Floor |
|---------------------------------------|-----------------------|-----------------------|--|
| Monthly Rates per square meter | PHP 650.00 | PHP 525.00 | PHP 420.00 |

B. Sublease Rates for Commercial Spaces

1. Pantry

| Location | 4 th Floor | 5 th Floor |
|----------------------------|-----------------------|-----------------------|
| Fixed Monthly Rates | PHP 15,000.00 | PHP 20,000.00 |

2. Coffee Shops, Convenience Store and Restaurants and other Business Establishments

| Location | 1 st Floor | 2 nd Floor | 3 rd to 7 th Floor |
|---------------------------------------|-----------------------|-----------------------|--|
| Monthly Rates per square meter | PHP 650.00 | PHP 525.00 | PHP 420.00 |
| CUSA* per square meter | PHP 120.00 | | |

* Common Use Service Area

C. Rentals for Training and Conference Rooms

| | Room | Rate per Hour | Half Day Rate | Whole Day Rate |
|-----------------------------|-----------------------|---------------|---------------|----------------|
| 4th Floor | A | PHP 500.00 | PHP 2,000.00 | PHP 4,000.00 |
| | B | PHP 500.00 | PHP 2,000.00 | PHP 4,000.00 |
| | C | PHP 500.00 | PHP 2,000.00 | PHP 4,000.00 |
| | A & B / B & C / A & C | PHP 1,000.00 | PHP 4,000.00 | PHP 8,000.00 |
| | A, B, and C | PHP 1,250.00 | PHP 5,000.00 | PHP 10,000.0 |
| 5th Floor | D | PHP 300.00 | PHP 1,200.00 | PHP 2,400.00 |
| | E | PHP 300.00 | PHP 1,200.00 | PHP 2,400.00 |
| | D and E | PHP 500.00 | PHP 2,000.00 | PHP 4,000.00 |

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The provision of food services during the use of these venues shall be procured from the pantry operators or other concessionaires subleasing in The Bunker. A Permit Fee in the amount of not less than PHP 500.00 shall be charged to pantry operators or other concessioners subleasing in The Bunker for every time they will provide food services in the Training/Conference Rooms.

D. Rentals for Booth Spaces at the Common Area Lobbies

| | |
|----------------------------|---|
| Rate | 600 per square meter |
| Inclusions | space, administrative supervision janitorial & maintenance |
| Allowable Booth Dimensions | 1 meter x 1 meter (minimum) |
| | 2 meters x 3 meters (maximum) |

SECTION 4. SUBLEASE TERM. - The term for the sublease of all office and commercial spaces in The Bunker shall be at least five (5) years.

SECTION 5. ESCALATION CLAUSE. - The sublease rates for office and commercial spaces shall be escalated as follows:

A. For Office Spaces (Government Agencies and PPP Partners)

| Term | Annual Escalation Rate | Applicable on the |
|--------------------|------------------------|-------------------------------|
| 5 to 9 years | five percent (5%) | Start of 3 rd year |
| 10 years or longer | five percent (5%) | Start of 4 th year |

B. For Commercial Spaces

| Term | Annual Escalation Rate | Applicable on the |
|-----------|------------------------|-------------------------------|
| All terms | five percent (5%) | Start of 2 nd year |

SECTION 6. SECURITY DEPOSIT. - In addition to the foregoing payments, upon the signing of Sublease Agreement, the third party tenant shall remit to the PGB the amount equivalent to at least one (1) month rent to serve as Security Deposit for any unpaid utility bills which the third-party tenant may incur. This amount is refundable free of any interest at the termination of the term of the Sublease Agreement subject to whatever bills have remained unpaid and damages that may have been incurred; provided, that the tenant shall still be liable for any and all bills and damages that may exceed this Security Deposit. The tenant shall not be allowed to offset or use its Security Deposit as its monthly rental payment.

SECTION 7. ADVANCE RENTALS. - The tenants shall remit to the PGB an Advance Rental Payment equivalent to two (2) months' rent upon the signing of the Sublease Agreement to be applied on the last two (2) months of the term thereof.

SECTION 8. UTILITIES. - The tenants shall be responsible for all expenses for water, electricity, telephone, internet, cable television and other public utility services and the installation thereof; provided, that such installation shall be under the control and supervision of the PGB and the latter has the right to indicate, whenever necessary, the locations of the meter connections.

The fixed sublease rates for the tenants occupying the pantries at the 4th and 5th floors already include monthly water and electricity charges. The same, however, shall be responsible for the installation and all expenses for other public utility services.

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SECTION 9. SUBLEASE AGREEMENT. – The PGB may enter into a Sublease Agreement with any government agencies or commercial entities that desire to sublease a space in The Bunker in accordance with the provisions of this Ordinance and other terms as may be agreed upon by the parties.

The said Sublease Agreement shall provide for the following provisions and information, among others: Contracting Parties, Term, Sublease Rates, Subleased Property and Description, Purpose of the Sublease and Conditions of Use, Advance Payment and Security Deposit, Assignment/Transfer of Rights, Pre-termination and Default. For this purpose, the Bunker Lease Committee shall come up with a pro forma Sublease Agreement containing all the standard provisions provided herein.

Prior to the finalization of the Sublease Agreement, leasing procedures shall be implemented in accordance with the Leasing Workflow, and the Offer to Lease. The Bunker Property Management Office Leasing personnel shall manage the flow of this process with the tenant.

SECTION 10. POLICIES, RULES, REGULATIONS. - As indicated in Article X of the **Joint Venture Agreement** between PGB and MTD, the administration, operation and maintenance of The Bunker shall be supervised by the MTD, through its nominated Operations and Maintenance Company.

SECTION 11. FIT-OUTS. - After the consummation of the Sublease Agreements between PGB and the tenants, the appropriate fit-outs of their respective subleased properties must be immediately undertaken prior to move-in in accordance with the appropriate fit-out guidelines and procedures.


SECTION 12. ORGANIZATION OF THE PROPERTY MANAGEMENT OFFICE.
- The operations of The Bunker shall be shared by the PGB Property Management Office (PMO) and the property management office of MTD and AMBI, otherwise known as "Philjaya Property Management" or "Philjaya";

| | |
|--|---|
| The PGB PMO shall be mainly responsible for: | |
| 1. | Billing and collection of rental payments |
| 2. | Tenant relations |
| 3. | Functional and administrative supervision and building services |

| | |
|-----------------------|--|
| Philjaya shall cover: | |
| 1. | Building facilities, operations, monitoring, and maintenance, including utilities expenses of common areas; |
| 2. | Housekeeping services of all the common areas, including security administration, janitorial, concierge services, wastewater treatment and conveyance, garbage collection; |
| 3. | Insurance of the entire facility, centralized air conditioning, engine and maintenance works on architectural components and MEFP equipment, power and water supply system, required government operation and fire permits, etc. |

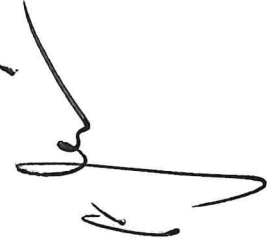
SECTION 13. BILLINGS AND PAYMENTS. - All billings and payments shall be made at the Office of the Provincial Treasurer.

SECTION 14. AUTHORITY OF THE PROVINCIAL GOVERNOR TO SIGN SUBLEASE AGREEMENTS. - The Provincial Governor is hereby given authority


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Provincial Governor



MTD









to sign all Sublease Agreements that comply with all the terms and conditions as provided in this Ordinance, without need of ratification.

SECTION 15. PRIOR SANGGUNIANG PANLALAWIGAN APPROVAL. - The Governor, with prior approval of and authorization from the Sangguniang Panlalawigan, may sign and enter into a Sublease Agreement or Memorandum of Agreement with terms and conditions different from the foregoing, provided that the same is with government agencies whose presence and operation in The Bunker is necessary for or beneficial to the one-stop government center.

SECTION 16. SEPARABILITY CLAUSE. - If any provision of this Ordinance is declared invalid or unconstitutional, the remaining provisions not affected shall continue in full force and effect.

SECTION 17. REPEALING CLAUSE. - All ordinances and resolutions, which are inconsistent with the provisions of this Ordinance are hereby repealed or modified accordingly.

SECTION 18. EFFECTIVITY. - This Ordinance shall take effect after compliance with the relevant provisions of the Local Government Code.

UNANIMOUSLY ENACTED this 8th day of September 2025.

I HEREBY CERTIFY to the enactment of the foregoing ordinance.


ATTY. MARK LORENZ C. QUEZON
Secretary to the Sangguniang Panlalawigan

ENACTED:



JOMAR L. GAZA J.D.
Board Member


MARIA MARGARITA R. ROQUE
Board Member

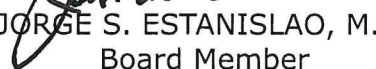

MYLENE A. SERRANO
Board Member


NOEL JOSEPH L. VALDECAÑAS
Board Member



GODOFREDO B. GALICIA, JR., M.D.
Board Member


VICTOR A. BALUYOT, JR.
Board Member


ROMANO L. DEL ROSARIO, MPA
Board Member


JORGE S. ESTANISLAO, M.D.
Board Member


ANGELITO M. SUNGA
Board Member



ROMAN HAROLD R. ESPELETA, OP
Board Member


JOSE ENRIQUE S. GARCIA III
Provincial Governor 




JOVY Z. MANZON
Board Member
(PCL President)


ROMEO A. AUSTRIA
Board Member
(FABC President)


LOVELY JOY A. POBLETE
Board Member
(SKF President)



FELICIANO S. MAGAY, JR.
Board Member
(IPMR)



ATTESTED:


MA. CRISTINA M. GARCIA
Vice Governor & Presiding Officer

APPROVED:


JOSE ENRIQUE S. GARCIA III
Provincial Governor
Date: 9-16-2025 