

CONTRACT OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

This contract is made and entered in the City of Pasig, Metro Manila by and between:

THE CITY OF PASIG, a local government unit duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office at City Hall, Caruncho Ave., Barangay San Nicolas, Pasig City, herein represented by **HON. VICTOR MA. REGIS N. SOTTO**, in his capacity as City Mayor, hereinafter referred to as the "LESSEE";

- and -

QUANTUVIS RESOURCES CORPORATION, domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at 37th Floor, Joy-Nostalg 17, ADB Avenue, Ortigas Center, San Antonio Pasig City herein represented by **Clarissa Bianca Evangelista**, Meetings and Events Executive, pursuant to the Secretary Certificate attached hereto as Annex "A" hereof, herein referred to as the "LESSOR";

Each of the LESSEE and the LESSOR may be referred to as a "PARTY" and collectively as "PARTIES".

The parties hereto represent that they possess the capacity and authority to enter into this Contract of Lease.

WITNESSETH:

WHEREAS, the **LESSEE** has a lease requirement for venue under Purchase Request No. 100-22-07-897 for the **Lease of Venue for the End-User's Competency Assessment Training/Workshop for Pasig City Department Head/OIC & Recruitment, Selection and Placement (RSP) Team** for the use of **Human Resources and Development Office** from July 25, 2022 to July 26, 2022;

WHEREAS, pursuant to Section 53.10 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 (Government Procurement Reform Act) and the Consolidated Guidelines for Alternative Methods of Procurement, the **LESSEE**, through its Bids and Awards Committee ("BAC"), sent Requests for Quotations to at least three (3) potential lessors, and two (2) potential lessors responded;

WHEREAS, on 18 July 2022, the **LESSEE**, through its BAC, conducted negotiation and evaluation and found the **LESSOR's** quotation to be responsive;

Contract No. 100-22-07-897

WHEREAS, the **LESSOR** thus offered for lease to the **LESSEE** a venue, accommodations, function room, equipment, and meals in Joy-Nastalg Hotel & Suites Manila under Quantuvis Resources Corporation

WHEREAS, considering all of the legal requisites, and finding the **LESSOR's** quotation to be in order, valid and responsive, the **LESSOR** was found to have submitted the Lowest Calculated and Responsive Quotation/Proposal in the amount of **One Hundred Eighty- Seven Thousand Pesos Only (PhP 187,000.00)**

WHEREAS, the **LESSEE** accepted the **LESSOR's** offer and awarded the project to the **LESSOR** in accordance with the Implementing Rules and Regulations of Republic Act No. 9184;

NOW, THEREFORE, in view of the foregoing premises and for and in consideration of mutual covenants and undertakings, the parties hereto have agreed as follows:

ARTICLE I SUBJECT OF THE LEASE

This Contract of Lease shall cover all the items found in the Request for Quotation (RFQ) / Revised Terms of Reference (TOR) after the conduct of Negotiation attached to this Contract as Annex "B".

ARTICLE II LEASE PERIOD

The Contract of Lease shall be for the period of July 25, 2022 to July 26, 2022.

ARTICLE III CONTRACT PRICE

In consideration for the lease to be undertaken by the LESSOR specified in Article I hereof, the CITY OF PASIG shall pay the Quantuvis Resources Corporation, within 45 days from receipt of billing statement/statement of account/invoice/billing invoice/others with complete and correct supporting documents/attachments and computations in an amount not to exceed **One Hundred Eighty- Seven Thousand Pesos Only (PhP 187,000.00)**

ARTICLE IV AMENDMENT AND EXCLUSIVITY

1. This Contract of Lease constitutes the entire agreement between the parties hereto and all previous agreements between the parties relative to the Leased Premises and ancillary services therein, are hereby superseded by this Contract of Lease.

2. The relationship of the parties shall be limited to the performance of the terms and conditions of this Contract of Lease. Nothing in this Contract of Lease shall be construed as to create a general partnership, joint venture, or

agency between the parties, or to authorize any party to act as a general agent for another, or permit any party to bind the other, or to borrow money on behalf of another party, or to use credit of any party, for any purpose.

3. The Contract of Lease shall not be deemed amended or otherwise in any manner, unless such amendment or alteration is made in writing and signed by both parties.

ARTICLE V NON-WAIVER

1. The failure or delay on the part of any party to insist upon strict performance of any of the terms, conditions, and covenants hereof, or to exercise any of its rights under this Contract of Lease, shall not be deemed a relinquishment or waiver of the enforcement of any right or remedy that said party may have nor shall it be construed as a waiver of any subsequent breach or default of the terms, conditions, and covenants herein contained, which shall be deemed in full force and effect. No waiver by a party shall be deemed to have been made unless expressed in writing and signed by the said party.

2. Any right or remedy conferred by this Contract of Lease shall not be exclusive of any other right or remedy of each party, whether under this contract or provided by or permitted by law or in equity, but each right or remedy shall be cumulative of every right or remedy available.

ARTICLE VI ADDITIONAL PROVISIONS

1. The parties hereby manifest that they shall first meet, confer and sit down together for the purpose of exploring all avenues and/or possibilities of amicably settling whatever are their differences, disputes and/or controversies that may arise in connection with any of the terms and conditions of this Contract of Lease.

2. In the event that facts and circumstances arise or are discovered which render this Contract of Lease manifestly and grossly disadvantageous to the government, as determined by the **LESSEE**, the parties hereto agree to immediately renegotiate its terms and conditions, or at the option of the **LESSEE**, terminate the same.

3. If the parties fail to amicably settle their difference, disputes, and/or controversies, the parties, waiving for this purpose any other venue, hereby agree that the courts of the City of Pasig shall be the sole and exclusive venue of any and all actions or suits between the parties, to the exclusion of all other courts and venues. This exclusive venue provision shall apply even in cases arising from the declaration of nullity of this Contract of Lease in part or in its entirety and in cases arising after or by reason of the declaration of nullity of this contract, whether in part or in its entirety.

IN WITNESS WHEREOF, the parties hereto set their hands this 22 day of July, 2022 at **Pasig City**.

CITY OF PASIG

QUANTUVIS RESOURCES CORPORATION

By:



HON. VICTOR MA. REGIS N. SOTTO
City Mayor

By:



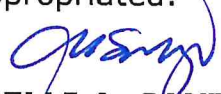
CLARISSA BIANCA EVANGELISTA
Meetings and Events Executive

WITNESSES:

(Printed Name and Signature)

(Printed Name and Signature)

Funds Appropriated:



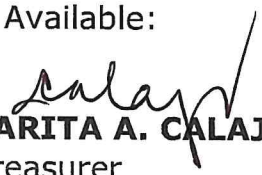
MARTINELLI A. SANTIAGO
OIC - City Budget Office

Funds Obligated:



MS. JUVY A. CUENCO
OIC - City Accounting Office
100-2207-0119

Funds Available:



MS. MARITA A. CALAJE
City Treasurer

Recommending Approval:



MS. ELVIRA R. FLORES
City Gov't Dept. Head II

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of Manila) S.S.

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of JUL 22 2022, 2022, personally appeared:

Name	Government ID	Issue and Expiry Date
CLARISSA BIANCA EVANGELISTA	DRIVER'S LICENSE NO1-21-007972	OCTOBER 5, 2025

Known to me to be the same person who executed the foregoing Contract of Lease consisting of five (5) pages, and who acknowledged to me that the same is their own free and voluntary act and deed as well as the free and voluntary act and deed of the entity they duly authorized to represent.

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

Doc. No. 71
Page No. 8
Book No. 6
Series of 2022

ATTY. CARLOS C. ABESAMIS
Notary Public-Pasig City
Until December 31, 2023
ROLL NO. 43288
IBP LIFETIME NO. 08352
PTR NO. 8221741
APPOINTMENT NO. 25 (2022-2023)
MCLE COMPLIANCE NO. VI-0030466
TIN NO. 127-809-331-00000

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of JUL 22 2022, 2022, personally appeared Victor Ma. Regis N. Sotto, known to me to be the same person who executed the foregoing instrument and who acknowledged to me that the same is his free and voluntary act and deed as well as that of the entity he represents.

This instrument consists of five (5) pages, including this page in which this Acknowledgement is written and duly signed by the Parties.

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

Doc. No. 72
Page No. 8
Book No. 6
Series of 2022

ATTY. CARLOS C. ABESAMIS
Notary Public-Pasig City
Until December 31, 2023
ROLL NO. 43288
IBP LIFETIME NO. 08352
PTR NO. 8221741
APPOINTMENT NO. 25 (2022-2023)
MCLE COMPLIANCE NO. VI-0030466
TIN NO. 127-809-331-00000
Contract No. 100-22-07-897



NOTICE OF AWARD

19 July 2022

**QUANTUVIS RESOURCES CORPORATION
(JOY-NASTALG HOTEL & SUITES MANILA)**
37th Floor, Joy-Nostalg 17, ADB Avenue,
Ortigas Center, San Antonio Pasig City

Gentlemen/Mesdames:

We are pleased to inform you that your quotation/proposal for the lease of venue for the **Lease of Venue for the End-User's Competency Assessment Training/Workshop for Pasig City Department Head/OIC & Recruitment, Selection and Placement (RSP) Team** for the use of the **Human Resources and Development Office** under PR No. **100-22-07-897** in the amount of **One Hundred Eighty Seven Thousand Pesos Only (Php 187,000.00)** has been determined to be the lowest calculated and responsive quotation/proposal. The project is therefore awarded to you.

Very truly yours,

VICTOR MA. REGIS N. SOTTO
City Mayor

By authority of the City Mayor:


ATTY. JERONIMO U. MANZANERO
City Administrator


Conforme: **CLARISSA BIANCA EVANGELISTA**
Authorized Representative
**QUANTUVIS RESOURCES
CORPORATION (JOY-NASTALG
HOTEL & SUITES MANILA)**

Date: JULY 20, 2022



LUNGSOD NG
PASIG
UMAAGOS ANG PAG-ASA

07-19-22
#567

OFFICE OF THE MAYOR

22 JULY 2022

NOTICE TO PROCEED

**QUANTUVIS RESOURCES CORPORATION
(JOY-NASTALG HOTEL & SUITES MANILA)**
37th Floor, Joy-Nostalg 17, ADB Avenue,
Ortigas Center, San Antonio Pasig City

Attention: CLARISSA BIANCA EVANGELISTA

Gentlemen/Mesdames:

We wish to inform you that your contract procured through Negotiated Procurement (Lease of Real Property and Venue) for the **Lease of Venue for the End-User's Competency Assessment Training/Workshop for Pasig City Department Head/OIC & Recruitment, Selection and Placement (RSP) Team** for the use of the **Human Resources and Development Office** under Lease Contract No. **100-22-07-897** has been duly **approved**.

You are hereby directed to perform your obligations as stipulated in the contract. No revisions of the contract shall take effect unless approved in writing by this office.

Very truly yours,

VICTOR MA. REGIS N. SOTTO
City Mayor

By authority of the City Mayor:


ATTY. JERONIMO U. MANZANERO
City Administrator


Conforme: **CLARISSA BIANCA EVANGELISTA**
Authorized Representative
**QUANTUVIS RESOURCES
CORPORATION (JOY-NASTALG
HOTEL & SUITES MANILA)**

Date: July 22, 2022



Negotiated Procurement (Lease of Real Property and Venue)

RESOLUTION TO AWARD

WHEREAS, on 12 July 2022, the Bids and Awards Committee Secretariat ("BAC Secretariat") received from the **Human Resources and Development Office** Purchase Request No. 100-22-07-897 (the "subject PR") for the **Lease of Venue for the End-User's Competency Assessment Training/Workshop for Pasig City Department Head/OIC & Recruitment, Selection and Placement (RSP) Team** with an Approved Budget for the Contract (ABC) **Three Hundred Thirty Thousand Pesos Only (Php330,000.00)**;

WHEREAS, in line with the procedure for Negotiated Procurement (Lease of Real Property and Venue), the Bids and Awards Committee (BAC), determined that the conditions for the application of Lease of Venue, as stated in Section 53.10, in relation to Annex "H" of the Implementing Rules and Regulations of R.A. 9184, are present with respect to the procurement of the aforementioned requirement;

WHEREAS, Requests for Quotation (RFQ) were sent through electronic mail to at least three (3) prospective lessors;

WHEREAS, after the opening and preliminary examination of the contents of the sealed quotation submitted, the following lessor was rated "Passed" with a total offered cost, detailed as follows:

Name of Bidder	Offer/Quotation
QUANTUVIS RESOURCES CORPORATION (JOY-NASTALG HOTEL & SUITES MANILA)	Php 187,000.00
FRONTIER ORTIGAS HOTEL AND RESORT CORPORATION	Php 198,000.00

WHEREFORE, BE IT RESOLVED, as it is hereby resolved, that the BAC, after thorough study and deliberation, resolves to recommend to the Head of the Procuring Entity the contract for the **Lease of Venue for the End-User's Competency Assessment Training/Workshop for Pasig City Department Head/OIC & Recruitment, Selection and Placement (RSP) Team** as proposed and submitted by the **Human Resources Development Office (HRDO)** be awarded to **Quantuvis Resources Corporation (Joy-Nastalg Hotel & Suites Manila)** for a total amount of **One Hundred Eighty Seven Thousand Pesos Only (Php 187,000.00)**.

DONE in Pasig City, this _____ 18 July _____, 2022.


ATTY. JOSEPHINE C. LATI-BAGAOISAN
Chairperson



DR. STUART G. SANTOS
Vice Chairperson



ARCH. LEA V. OLIVAR
Member



MELANIE B. DE MESA
Member



ROBERT ANTHONY C. SIY III
Member

-not present-


ATTY. RAUL G. CORALDE
Member



DR. EMMA MEJIA-SANCHEZ
Member

Approved:

By the Authority of the City Mayor



ATTY. JERONIMO U. MANZANERO
City Administrator