

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 -

FOG HORN INC., a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at 7 Leonard Wood Loop, M. Roxas Baguio City, herein represented by **ELISA P. ESCOBAR**, Authorized Representative 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. 100-22-10-6168 for the **Lease of Venue for the Capacity Development - Pasig Urban Settlements Office** from December 14, 2022 to December 16, 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 one (1) potential lessor responded;

WHEREAS, on 23 November 2022, the **LESSEE**, through its BAC, conducted negotiation and evaluation and found the **LESSOR's** quotation to be responsive;

WHEREAS, the **LESSOR** thus offered for lease to the **LESSEE** a venue, accommodations, function room, equipment, and meals in Azalea Hotels and Residences;

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

CONTRACT NO. 100-22-10-6168

have submitted the Lowest Calculated and Responsive Quotation/Proposal in the amount of **Four Hundred Ninety One Thousand Two Hundred Fifty Pesos (Php 491,250.00)**;

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 December 14, 2022 to December 16, 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 **FOG HORN INC.** based on the billing statement/statement of account/invoice/billing invoice/others with complete and correct supporting documents/attachments and computations in an amount not to exceed **Four Hundred Ninety One Thousand Two Hundred Fifty Pesos (Php 491,250.00)**

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 13
day of December, **2022** at **Pasig City**.

CITY OF PASIG

FOG HORN INC.

By:

By:


HON. VICTOR MA. REGIS N. SOTTO
City Mayor



ELISA P. ESCOBAR
Authorized Representative

WITNESSES:

Funds Appropriated:

Funds Obligated:



MARTINELLI A. SANTIAGO
OIC - City Budget Office


MS. JUVY A. CUENCO
OIC - City Accounting Office
100-2022-11-0234-1032

Funds Available:

Recommending Approval:


MS. MARITA A. CALAJE
OIC- City Treasurer


RICARDO B. REYES
Executive Assistant V

SUBSCRIBED AND SWORN
TO BEFORE ME THIS DEC 13 2022


ATTY. MANUEL ABUYO RODRIGUEZ II

Notary Public - Until Dec. 31, 2022
Notarial Commission No. 2021 - 057
2nd Floor Midland Plaza Hotel, Adriatico St. Ermita, Manila
IBP NO. 168503 - Dec. 23, 2021 For 2022-Pasig City
P.T.R. NO. 0097533 - Jan. 3, 2022 - Manila
ROLL NO. 68732 / TITLE NO. VII-0085642

Doc. No: 323
Page No: 65
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Series of: 2022

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of _____ CITY OF MANILA) S.S.

BEFORE ME, a Notary Public for and in the _____ CITY OF MANILA on this day of _____ DEC 13 2022, personally appeared:

Name	Government ID	Issue and Expiry Date
ELISA P. ESCOBAR	PASSPORT P586633714	21 JAN 2023

quest

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. 324
Page No. 65
Book No. 111
Series of 2022

[Signature]
ATTY. MANUEL ABUYO RODRIGUEZ II
Notary Public - Until Dec. 31, 2022
Notarial Commission No. 2021 - 057
2nd Floor Midland Plaza Hotel, Adriatico St. Ermita, Manila
IBP NO. 143563- Dec. 31, 2021 For 2022-Pasig City
P.T.R. NO. 0087533 - Jan. 3, 2022 - Manila
ROLL NO. 68732 / MOLE NO. VII-0005642

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of _____ DEC 13 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. 325
Page No. 65
Book No. 6
Series of 2022

[Signature]
ATTY. MANUEL ABUYO RODRIGUEZ II
Notary Public - Until Dec. 31, 2022
Notarial Commission No. 2021 - 057
2nd Floor Midland Plaza Hotel, Adriatico St. Ermita, Manila
IBP NO. 143563- Dec. 31, 2021 For 2022-Pasig City
P.T.R. NO. 0087533 - Jan. 3, 2022 - Manila
ROLL NO. 68732 / MOLE NO. VII-0005642

SECRETARY'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

I, **HAZEL L. HELMUTH**, Filipino, of legal age and with office address at 2/F PGMC Bldg., 76 Calbayog corner Libertad Streets., Mandaluyong City, after having been duly sworn in accordance with law, depose and state that:

1. I am the Assistant Corporate Secretary of **FOG HORN, INC.** [the "Corporation"], a corporation organized and existing under and by virtue of the laws of the Republic of the Philippines.

2. At a special meeting of the Board of Directors held on 24 May 2022, at which a quorum was present and acted throughout, the following resolution was unanimously approved and adopted:

"RESOLVED, that the Corporation has authorized and empowered the following officers –

Elisa P. Escobar	General Manager
Suzette S. Gonzales	Director of Finance
Francis Patrick Favoreal	Chief Executive Officer – Hotel Operations

to sign, execute and deliver any and all room and meals provision contract, corporate rate and travel agency contract and all other contracts related to Azalea Hotels & Residences Baguio providing room accommodation, meal requirement and other hotel auxiliary services and purchase agreement or contract for purchase of good and services related to marketing expenses of the hotel;

RESOLVED, FINALLY that the foregoing resolution shall continue and remain in full force and effect until repealed and/or amended by subsequent resolutions of the Board of Directors".

IN WITNESS WHEREOF, I have hereunto set my hand and signed this 25 MAY day of May 2022 at _____ City.

[Handwritten Signature]
HAZEL L. HELMUTH
Assistant Corporate Secretary

SUBSCRIBED AND SWORN to before me this 25 MAY 2022 at _____, Philippines, affiant exhibiting to me her Tax Identification Number 223-499-220/ UMD 0111-845 7978-6

Doc. No. 12 ;
Page No. 3 ;
Book No. 1 ;
Series of 2022.

NOTARY PUBLIC
[Handwritten Signature]
ATTY. DARIAN N. S. AQUINO
Notary Public in the City of Pasig
Until 31 December 2023
PTR No. 8129025; 4 Jan. 22; Pasig City
IBP No. 178883; 4 Jan 22; Isabela
Roll No. 72050
MCLB Compliance No. VII-0016232; 14 April 2025
Appointment No. 2S (2022-2023)



REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	: 21 November 2022
Project Title	: Lease of Venue for the Capacity Development – Pasig Urban Settlement Office
Mode of Procurement	: Negotiated Procurement (Lease of Real Property or Venue)
Purchase Request No.	: 100-22-10-6168
Approved Budget for the Contract	: Four Hundred Ninety One Thousand Two Hundred Fifty Pesos Only (Php 491,250.00)
Deadline and Place for the Submission of Quotation	: Please submit the accomplished Quotation and required documents not later than <u>23 November 2022, 1:30 PM, 7th Floor</u> , Meeting Room, Pasig City Hall at the Bids and Awards Committee (BAC) through the Procurement Management Office (BAC Secretariat Office), 4th Floor, Pasig City Hall, San Nicolas, Pasig City. You may enclose all the documents in an envelope duly marked with the following details: 1. Title and reference number of the project (Purchase Request No.); and 2. Name, address and contact details (telephone/cellphone number and email address) of the bidder.
Date, Time and Place of the Negotiation	: 23 November 2022, 1:30 PM, 7 th Floor, Meeting Room, Pasig City Hall
TERMS	: The lease contract shall commence from December 14, 2022 to December 16, 2022.
NOTES	: 1. Lessor shall submit their offer/quotation through their duly authorized representatives 2. Quotations submitted exceeding the Approved Budget for the Contract (ABC) shall be rejected. 3. The prices quoted are to be paid in Philippine Currency. 4. All prices quoted are subject to all Philippine Tax Statutes. 5. Award of contract shall be made to the lowest quotation which complies with the technical specifications and other terms and conditions stated herein. 6. The City Government of Pasig shall have the right to inspect and/or to test the real property to confirm their conformity to the technical specifications.

Sir/Madame:

In accordance with the Technical Specifications, Scope of Work and General Conditions for the aforementioned project stated herewith, kindly fill up and submit your lowest proposal.

For any inquiries or clarifications, please contact the Procurement Management Office (BAC Secretariat Office) at (02) 8643-1111 local 1461 or 1462 or through email bidsandawards@pasigcity.gov.ph

Thank you.


ATTY. PONCE MIGUEL D. LOPEZ
Officer in Charge, Procurement Management Office

Description of Service Requirement	Offered Technical Proposal Please fill in with either: "Comply" or "Not Comply"
Lease of Venue for the Capacity Development - Pasig Urban Settlements Office under PR No. 100-22-10-6168	
TECHNICAL SPECIFICATIONS/SCOPE OF WORK	
Live-In Workshop Check In: December 14, 2022, Wednesday, 9:00 AM Check Out: December 16, 2022, Friday, 2:00 PM	<i>Comply</i>
December 14, 2022 to December 16, 2022 Number of Days: 3 days and 2 nights Type of Accommodation: <ul style="list-style-type: none"> - Thirteen (13) Rooms • 3 Quintuple One Bedroom (15 pax) • 10 Sextuple Two Bedroom (60 Pax) 	<i>Comply</i>
Room Requirements <ul style="list-style-type: none"> • Toiletries (Shampoo, Bath Soap, Hand Soap, Sanitizer/ Alcohol and Hair Conditioner) • Well-ventilated • Bathroom in every room • With strong access to Wi-Fi connection 	<i>Comply</i>
Function Room Requirements <ul style="list-style-type: none"> • Well lighted and well ventilated • Availability of audio-visual equipment • At least one (1) Projector • At least one (1) complete set of sound system • At least one (1) white screen for Projector • At least three (3) microphones with microphones stands • At least five (5) extension cords • At least fifteen (15) tables • With strong WI-FI connection 	<i>Comply</i>
Meals Requirements Buffet Style Breakfast, Lunch, PM Snacks, and Dinner for 65 pax <ul style="list-style-type: none"> • Breakfast: <ul style="list-style-type: none"> - choose from Spaghetti, Pancit Bihon, Pancit Malabon, Macaroni Salad, Carbonara, Fried Chicken Sandwich, Burger or Chicken Arrozcaldo -Free flowing coffee/ tea • Lunch Packs: <ul style="list-style-type: none"> - Choose from Beef Caldereta, Beef Kare-kare, Pork Menudo, Chicken Pastel, Cordon Bleu, Fried Chicken, or Lechon Kawali, Chiken Afritada, Relenong Bangus, Beef Steak - 1 Vegetable Dish; choose from Chopseuy, Pakbet, Tortang Talong, Laing, Munggo and Ginataang Kalabasa - Desert: choose from Buko Pandan, Leche Flan, and Fruits 	<i>Comply</i>

<ul style="list-style-type: none"> • PM Snacks: <ul style="list-style-type: none"> - Choose from Spaghetti, Macaroni Salad, Carbonara, Chicken Fillet Sandwich, Burger or Chicken Arrozcaldo - Free flowing coffee/ tea • Dinner <ul style="list-style-type: none"> - Grilled Tuna, Fried Tilapia, Pork Sinigang, Chicken Curry, Fish Fillet, Lumpiang Sariwa, Lumpiang Shanghai, and Garlic Shrimp. - 1 Vegetable Dish; choose from Chopseuy, Pakbet, Tortang Talong, Laing, Munggo and Ginataang Kalabasa. - Dessert: choose from Buko Pandan, Leche Flan, and Fruits 	<p><i>Comply</i></p>
<p>Other Requirements:</p> <ul style="list-style-type: none"> • Regularly Sanitize all their Facilities <ul style="list-style-type: none"> - (Sanitize every 12 hours) • Provide two (2) parking lots. • Provide free flowing coffee with sugar and creamer every day for the whole duration of Capacity Development <ul style="list-style-type: none"> - must set a table in the function room for this provision - coffee must be available anytime during the stay • Observe the Health Protocols by providing alcohols and checking of vaccination cards upon check-in. • Provide emergency medical services if needed • Provide Wi-Fi connection • Brief / orient all PUSO personnel about the Rules and Regulations of the Premises • Answer all inquiries: Billing, use of premises and scheduling 	<p><i>Comply</i></p>
<p>FINANCIAL PROPOSAL</p>	
<p>Name of Project</p>	<p>Grand Total Cost for the Lease of Venue</p>
<p>Lease of Venue for the Capacity Development - Pasig Urban Settlements Office under PR No. 100-22-10-6168</p>	<p>PHP <u>491,250.00</u></p> <p>(Amount in Figures)</p> <p><u>four hundred ninety one thousand</u> <u>and two hundred fifty pesos</u> <u>only</u></p> <p>(Amount in words of Grand Total Cost)</p>

Additional Requirements:

Together with your proposal/quotation, kindly submit the following documents:

1. Valid Mayor's Permit issued by the city or municipality where the principal place of business of the bidder is located;
2. Latest Income or Business Tax Returns filed and paid through the BIR Electronic Filing and Payment System (EFPS).

In accordance with Executive Order (E.O.) No. 398, Revenue Regulation (R.R.) No. 03-2005 and Revenue Memorandum Circular (RMC) 16 – 2005, the above-mentioned tax returns shall refer to the following:

- a. Latest Income Tax Return (ITR) shall be the ITR for the preceding year, whether calendar or fiscal, or
 - b. Latest Business Tax Returns shall refer to the Value Added Tax (VAT) or Percentage Tax filed and paid covering the previous six (6) months before the date of Submission, Receipt, Opening & Preliminary Examination of Bids.
3. Philippine Government Electronic Procurement System (PhilGEPS) Registration Number or a valid PhilGEPS Registration Certificate;
 4. Accomplished and notarized Omnibus Sworn Statement. - ([https://www.gppb.gov.ph/assets/forms/Omnibus%20Sworn%20Statement\(Revised\).docx](https://www.gppb.gov.ph/assets/forms/Omnibus%20Sworn%20Statement(Revised).docx))
 5. Proof of Authorization i.e. duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture or a Special Power of Attorney, in case of Sole Proprietorship.

BIDDER'S COMMITMENT:

We hereby agree and bind ourselves to the terms and conditions herein specified, to the manner of procurement and evaluation set up by the Bids and Awards Committee (BAC), to the provisions of the draft Contract of Lease and to the rules and regulations of the City Government of Pasig.

We understand that City Government of Pasig is not bound to accept the lowest or any bid it may receive.

Conforme:

Elisa Esobar
Signature over printed Name

Group General Manager
Position

Duly authorized to sign quotation/offer for and on behalf
of POG HORN INC. (Please indicate name of
company)



**Terms of Reference for Venue and Accommodation
for Pasig Urban Settlements Office December 14-16, 2022, Capacity Development**

The Service provider for venue and accommodation must:

1. Provide Rooms for Accommodations.

a. Accommodation

- Thirteen (13) Rooms
 - o Can Accommodate 75 PUSO Staffers and HOA Presidents

b. Room Requirements:

- Toiletries (Shampoo, Bath Soap, Hand Soap, Sanitizer/Alcohol and Hair Conditioner)
- Well Ventilated
- Bathroom in every room
- With strong access to Wi-Fi connection

2. Provide Function Room

a. Function Room Requirements

- Well Lighted and well ventilated
- Availability of audio-visual equipment
- At least one (1) Projector
- At least one (1) complete set of sound system
- At least one (1) white screen for projector
- At least three (3) microphones with microphone stands
- At least five (5) extension cords
- At least fifteen (15) tables
- With strong Wi-Fi connection

3. Buffet Style Breakfast, Lunch, PM Snacks and Dinner for 65 pax.

a. Breakfast

- Choose from Spaghetti, Pancit Bihon, Pancit Malabon, Macaroni Salad, Carbonara, Fried Chicken Sandwich, Burger, or Chicken Arrozcaldo
- Free Flowing Coffee/Tea.

b. Lunch Packs

- Choose from Beef Caldereta, Beef Kare-kare, Pork Menudo, Chicken Pastel, Cordon Bleu, Fried Chicken, or Lechon Kawali, Chicken Afritada, Rellenong Bangus, Beef Steak.
- 1 Vegetable Dish; choose from Chopseuy, Pakbet, Tortang Talong, Laing, Munggo and Ginataang Kalabasa.

c. PM Snacks

- Choose from Spaghetti, Macaroni Salad, Carbonara, Chicken Fillet Sandwich, Burger, or Chicken Arrozcaldo.
- Free Flowing Coffee/Tea.

d. Dinner

- Grilled Tuna, Fried Tilapia, Pork sinigang, Chicken Curry, Fish Fillet, Lumpiang Sariwa, Lumpiang Shanghai, and Garlic Shrimp.
- 1 Vegetable Dish; choose from Chopseuy, Pakbet, Tortang Talong, Laing, Munggo and Ginataang Kalabasa.

4. Regularly Sanitize all their facilities.
 - Sanitize every 12 hrs. consistently
5. Provide two (2) parking slots.
6. Provide Free Flowing Coffee with Sugar and Creamer every day for the whole duration of Capacity Development.
 - Must set a table in the function room for this provision
 - Coffee must available anytime during the stay
7. Contact our PUSO Liaison Officer for further coordination.
 - Mrs. Ana May P. Barracas / 09091 179503
8. Observe the Health Protocols by providing alcohols and checking of vaccination cards upon check-in.
9. Provide Emergency Medical Services if needed.
10. Provide Wi-Fi connection.
11. Brief/Orient all PUSO personnel about the Rules and Regulations of the Premises.
12. Answer all inquiries re: Billing, Use of premises and scheduling.
13. Time in and time out
 - a. Scheduled Time in

Date: December 14, 2022
Time: 9:00am

b. Scheduled Time Out
Date: December 16, 2022
Time: 2:00pm

Prepared by:



Ricardo B. Reyes

OIC

Pasig Urban Settlements Office