

## 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 -

**ALTA ROCA RESORT 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 Taktak Road, Sta. Cruz, Antipolo City, herein represented by **DENRRO R. TAMAYO**, 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. 100-23-01-017 for the **Lease of Venue and Hotel Accommodation for Pasig City General Hospital GAD Agenda** from February 15, 2023 to February 17, 2023;

**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 03 February 2023, 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 **ALTA ROCA RESORT INC.**;

**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 **Three Hundred Thirty Seven Thousand Five Hundred Pesos (Php 337,500.00)**

**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 February 15, 2023 to February 17, 2023.

#### **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 **ALTA ROCA RESORT 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 **Three Hundred Thirty Seven Thousand Five Hundred Pesos (Php 337,500.00)**.

#### **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 14  
day of February, 2023 at **Pasig City**. 14


**CITY OF PASIG**

By:

  
**HON. VICTOR MA. REGIS N. SOTTO**  
City Mayor

**ALTA ROCA RESORT INC.**

By:

  
**DENRRO R. TAMAYO**  
Authorized Representative

**WITNESSES:**


(Printed Name and Signature)

(Printed Name and Signature)

-----  
Funds Appropriated:

  
**MARTINELLI A. SANTIAGO**  
OIC - City Budget Office

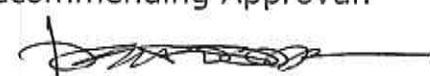
Funds Obligated:

  
**MS. JUVY A. CUENCO**  
City Accountant  
100-2023-01-0004-11451

Funds Available:

  
**MS. MARITA A. CALAJE**  
City Treasurer

Recommending Approval:

  
**PAULO A. CASTRO JR., MD, PHD.**  
City Gov't. Dept. Head II (Medical Director)

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
City of PASIG CITY ) S.S.

BEFORE ME, a Notary Public for and in the City of PASIG CITY on this day of \_\_\_\_\_, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
<b>DENRRO R. TAMAYO</b>	TIN ID: 323-049-776	AUG.7, 2018 / NO EXPIRY

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. 193  
Page No. 40  
Book No. 17  
Series of 2023

**ATTY. CARLOS C. ABESAMIS**  
Notary Public-Pasig City  
Until December 31, 2023  
ROLL NO. 43288  
IBP LIFETIME NO. 08352  
PTR NO. 9004628  
APPOINTMENT NO. 25 (2022-2023)  
MCLE COMPLIANCE NO. VI-0030466  
TIN NO. 127-509-331-00000

**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of \_\_\_\_\_, 2023, 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. 194  
Page No. 40  
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Series of 2023

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TIN NO. 127-509-331-00000

ANNEX "A"

SECRETARY CERTIFICATE

I, Bonna Faye R. Velicaria, of legal age being duly elected and qualified Corporate Secretary of Alta Roca Resort Inc. (the Corporation), a corporation duly organized and existing under Philippines law, with the address at Taktak Road, Sta. Cruz, Antipolo City, after having been sworn in accordance with law, hereby certify that the Board of Directors of the Corporation unanimously approved the following resolutions:

"RESOLVED, as it is hereby resolved that the corporation shall open and maintain an account with Alta Roca Resort Inc. located at Taktak Road, Sta. Cruz, Antipolo City."

"RESOLVED, FURTHER, Mr. Denrro R. Tamayo is/are authorized as he/she is authorized to execute trade, to transact and to sign for and in behalf of the said corporation the pertinent papers or documents regarding the event, title: *Lease of Venue and Hotel Accommodation for the Pasig City General Hospital GAD Agenda – Pasig City General Hospital.*"

  
\_\_\_\_\_  
Denrro R. Tamayo

FEB 03 2023


IN WITNESS WHEREOF, I have hereunto affixed my signature this \_\_\_\_\_ Day \_\_\_\_\_  
2023 at PASIG CITY City.

  
Bonna Faye R. Velicaria  
Corporate Secretary

PASIG CITY FEB 03 2023

SUBSCRIBED AND SWORN TO before me at \_\_\_\_\_, on \_\_\_\_\_, 2023,  
Affiant exhibiting to me his Tax Identification No. \_\_\_\_\_ issued by the Bureau of Internal Revenue.

Doc No.: 349 ;  
Page No.: 71 ;  
Book No.: 011 ;  
Series of 2022

  
LALITA W. MCDOUGH-LIM  
Notary Public until Dec. 31, 2024  
Pasig, San Juan, & Pateros M. Mla.  
Appointment No. 49 (2023-2024)  
PTR No. 0139412/Jan. 03, 2023  
IBP No. 173491/10-22-2022 for the Year 2023/RSM  
MCLB Exemption No. VIII-IPD000051  
Roll No. 34423  
2nd Flr. Armal Center Velasco Ave.  
Malinao, Pasig City

 Republic of the Philippines  
**Social Security System**

 **BONNA FAYE RABE  
VELICARIA**

**03-9330733-9**  
SEPTEMBER 27, 1957  
*Bonna*

  
VITALIANO N. LAZARES  
SSS PRESIDENT



PROUD TO BE A FILIPINO

*Bonica*  
*Bonica*  
*Bonica*



ANNEX "B"

PROCUREMENT MANAGEMENT OFFICE

**REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION**

<b>Date</b>	: 1 February 2023
<b>Project Title</b>	: Lease of Venue and Hotel Accommodation for Pasig City General Hospital GAD Agenda- Pasig City General Hospital
<b>Mode of Procurement</b>	: Negotiated Procurement (Lease of Real Property or Venue)
<b>Purchase Request No.</b>	: 100-23-01-017
<b>Approved Budget for the Contract</b>	: Three Hundred Forty Two Thousand Five Hundred Ninety Four Pesos Only (PhP 342,594.00)
<b>Deadline and Place for the Submission of Quotation</b>	: Please submit the accomplished Quotation and required documents not later than 3 February 2023, 11 AM at the Bids and Awards Committee (BAC) through the <b>Procurement Management Office (BAC Secretariat Office), 4<sup>th</sup> Floor, Pasig City Hall, San Nicolas, Pasig City.</b>  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.
<b>Date, Time and Place of the Negotiation</b>	: 3 February 2023, 11 AM, 7 <sup>th</sup> Floor, Meeting Room, Pasig City Hall
<b>TERMS</b>	: The lease contract shall commence from <b>February 15, 2023 to February 17, 2023</b>
<b>NOTES</b>	: 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.



Description of Service Requirement	Offered Technical Proposal Please fill in with either: "Comply" or "Not Comply"												
Lease of Venue and Hotel Accommodation for the Pasig City General Hospital GAD Agenda - Pasig City General Hospital under PR No. 100-23-01-017													
<b>TECHNICAL SPECIFICATIONS/SCOPE OF WORK</b>													
<b>Live-In Workshop</b> Arrival: February 15, 2023 - 8:00 AM Room Check In: February 15, 2022 - 2:00 PM Departure: February 17, 2023 - 5:00 PM Room Check Out: February 17, 2023 - 12:00 NN													
<b>February 15, 2023 to February 16, 2023</b> Number of Days: 3 days Type of Accommodation: Live-in for 50 pax Desired Venue and/or Function: Rizal Area													
<b>Board and Lodging (Full Board)</b> <ul style="list-style-type: none"> <li>• Can accommodate 50 pax, flexible for group activities/ workshops</li> <li>• Well lighted and well ventilated</li> <li>• Availability of audio-visual equipment with stand-by assistant:               <ul style="list-style-type: none"> <li>◦ Use of LCD projector with screen</li> <li>◦ Use of whiteboard with whiteboard pen &amp; eraser</li> <li>◦ Complete set of sound system</li> <li>◦ At least two (2) extension cords</li> <li>◦ At least two (2) wireless microphones with one (1) microphone stand</li> </ul> </li> <li>• Unlimited free access to Internet/Wi-Fi in all areas of venue</li> <li>• Use of venue for at least 10 hours</li> <li>• Function room set up: Classroom type</li> <li>• Type of rooms:               <ul style="list-style-type: none"> <li>- 3 units standard double - 1 pax per unit</li> <li>- 2 units dormitory triple - 3 pax per unit</li> <li>- 1 unit standard triple - 3 pax per unit</li> <li>- 2 units dormitory quadruple - 4 pax per unit</li> <li>- 5 units family 2- bedroom triple - 6 pax per unit</li> </ul> </li> <li>• Two (2) tables for the Secretariat (Registration area)</li> </ul>													
<b>Meals Requirements</b> First Meal: February 15, 2023 - AM Snack Last Meal: February 17, 2023 - PM Snack													
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">MEALS</th> <th style="width: 25%;">Day 1</th> <th style="width: 25%;">Day 2</th> <th style="width: 25%;">Day 3</th> </tr> </thead> <tbody> <tr> <td>Breakfast</td> <td></td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> </tr> <tr> <td>AM Snacks</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> </tr> </tbody> </table>	MEALS	Day 1	Day 2	Day 3	Breakfast		✓	✓	AM Snacks	✓	✓	✓	
MEALS	Day 1	Day 2	Day 3										
Breakfast		✓	✓										
AM Snacks	✓	✓	✓										

PM Snacks	✓	✓	✓
Dinner	✓	✓	

• For Breakfast (7:00 AM to 8:00 AM): 1 main dish (fish; choice of meat: chicken, pork, or beef), garlic rice, fried egg, dessert, drinks  
 • For Lunch (12:00 NN to 1:00 PM) and Dinner (6:00 PM to 7:00 PM): 3 main dishes (fish; choice of meat: chicken, pork, or beef; and vegetables), soup, rice, dessert, drinks  
 • AM and PM Snacks: sandwich or pasta; with drinks  
 • Free flowing coffee and/or tea

**Other Requirements:**

- Maintaining cleanliness - function hall, restrooms, sleeping quarters, hallway, coffee/tea area and dining area
- Provision for backdrop for the activity
- With appropriate parking area for at least 10 vehicles
- With 24-hour security, front-desk and housekeeping service
- Dates can be re-booked in case of energy/unforeseen circumstances
- Function room and accommodation rooms should be on the same building
- Must be Persons with Disability (PWDs)- friendly:
  - Easy access of comfort room
  - With ramp
  - First Aid kits available when needed

**FINANCIAL PROPOSAL**

Name of Project	Grand Total Cost for the Lease of Venue
<b>Lease of Venue and Hotel Accommodation for the Pasig City General Hospital GAD Agenda - Pasig City General Hospital under PR No. 100-23-01-017</b>	PhP _____ (Amount in Figures)
	_____ _____ _____
	(Amount in words of Grand Total Cost)

**Additional Requirements:**

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

1. Mayor's/Business Permit (or a recently expired Mayor's/Business permit together with the official receipt as proof that the prospective bidder has applied for renewal within the period prescribed by the concerned local government unit subject to submission of the Mayor's Permit before the award of contract)

2. Income Tax Return - (i) Annual ITR for the immediately preceding year; or (ii) latest submitted Quarterly ITRs together with latest available Annual ITR (If Annual ITR for the immediately preceding year is not yet available).
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:**

\_\_\_\_\_  
Signature over printed Name

\_\_\_\_\_  
Position

Duly authorized to sign quotation/offer for and on behalf

of \_\_\_\_\_ (*Please indicate name of company*)



**TERMS OF REFERENCE**

**Technical Specifications**

Activity Title: Pasig City General Hospital GAD Agenda

DATE OF ACTIVITY	Estimated Number of Pax	Number of Days	Unit Cost	Budget Estimates
February 15-17, 2023	50	3days	6,851.88	342,594.00

IV. Number of Days: 3 days

V. Desired Venue and/or Function: Rizal Area

VI. Type of Accommodation:

- o Arrival : 8:00 am (February 15,2023)
- o Check-out time : 5:00 pm (February 17, 2023)

<ul style="list-style-type: none"><li>• Can accommodate 50 pax, flexible for group activities/workshops</li></ul>
<ul style="list-style-type: none"><li>• Well-lighted and well-ventilated</li></ul>
<ul style="list-style-type: none"><li>• Availability of audio-visual equipment with stand-by-assistant:<ul style="list-style-type: none"><li>o Use of LCD projector with screen</li><li>o Use of whiteboard with whiteboard pen &amp; eraser</li><li>o Complete set of sound system</li><li>o At least two (2) extension cords</li><li>o At least two (2) wireless microphones with one (1) microphone stand</li></ul></li></ul>
<ul style="list-style-type: none"><li>• Unlimited free access for to internet/WIFI in all areas of venue</li><li>• Use of venue for at least 10 hours</li></ul>
<ul style="list-style-type: none"><li>• Function room set-up: Classroom type</li><li>• Type of rooms:<ul style="list-style-type: none"><li>- 3 Units Standard Double – 1 pax per unit</li><li>- 2 Units Dormitory Triple – 3 pax per unit</li><li>- 1 Unit Standard Triple – 3 pax per unit</li><li>- 2 Units Dormitory Quadruple – 4 pax per unit</li><li>- 5 Units Family 2-bedroom Triple – 6 pax per unit</li></ul></li></ul>
<ul style="list-style-type: none"><li>• Two (2) tables for the Secretariat (Registration Area)</li></ul>



**Meals Requirements:**


- First Meals: February 15, 2023 – AM Snack
- Last Meal: February 17, 2022 – PM Snack

MEALS	Day 1	Day 2	Day 3
Breakfast	✓	✓	✓
AM Snacks	✓	✓	✓
Lunch	✓	✓	✓
PM Snacks	✓	✓	✓
Dinner	✓	✓	


- For breakfast: 1 main dish (fish; choice of meat: chicken, pork or beef), garlic rice, fried egg, dessert, drinks
- For lunch and dinner: 3 main dishes (fish; choice of meat: chicken, pork or beef; and vegetables), soup, rice, dessert, drinks
- AM and PM Snacks: sandwich or pasta; with drinks
- Free flowing coffee and/or tea

**Other Requirement/s:**

- Maintaining cleanliness-function hall, restrooms, sleeping quarters, hallway, coffee/tea area, and dining area
- Provision for backdrop for the activity
- With appropriate parking area for at least 10 vehicles
- With 24-hours security, front-desk and housekeeping services.
- Dates can be re-booked in case of emergency/unforeseen circumstances.
- Function room and Accommodation rooms should be on the same building
- Must be Persons with Disability (PWDs) – friendly:
  - Easy access of comfort room
  - With ramp
  - First Aid kits available when needed

  
**Maria Lavee Genalin C. Lim, RN, MAN**  
Supervising Administrative Officer

Noted by:

  
**Paulo Roman A. Castro Jr., MD, PhD**  
Medical Director