

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 -

CIUDAD CHRISTHIA 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 New # 40 Earth Street, Carrieland Country Homes, Ampid 1, San Mateo, Rizal, herein represented by **CARRIE RAMOS RAMIREZ**, 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. **100-23-01-061** for the **Lease of Venue for the Pasig Urban Settlement Office's Strategic Planning** from March 1, 2023 to March 3, 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 20 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 **CIUDAD CHRISTHIA 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 Sixty Three Thousand Pesos (Php 363,000.00)**;

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) / 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 March 1, 2023 to March 3, 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 **CIUDAD CHRISTHIA 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 Sixty Three Thousand Pesos (Php 363,000.00)**;

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 23 ^P
day of February, 2023 at **Pasig City**.

CITY OF PASIG

CIUDAD CHRISTHIA RESORT INC.

By:

By:


HON. VICTOR MA. REGIS N. SOTTO
City Mayor


CARRIE RAMOS RAMIREZ
Authorized Representative

WITNESSES:


(Printed Name and Signature)

(Printed Name and Signature)

Funds Appropriated:


MS. MARTINELLI A. SANTIAGO
OIC - City Budget Office


Funds Obligated:


MS. JUVY A. CUENCO
City Accountant
100-2023, 01-00137-1031

Funds Available:


MS. MARITA A. CALAJE
City Treasurer

Recommending Approval:


RICARDO B. REYES
Exec. Assistant V - PUSO

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

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

QUEZON CITY

QUEZON CITY

BEFORE ME, a Notary Public for and in the City of _____, on this day of 23 FEB 2023, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
CARRIE RAMOS RAMIREZ	SSS ID NO. 33-1998-769-1	NONE

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. 411
Page No. 91
Book No. 14
Series of 2023

Rosalinda Adriano-Montenegro
ATTY. ROSALINDA ADRIANO-MONTENEGRO
NOTARY PUBLIC
Commission expires on Dec. 31, 2023
PTR No. 4028249-01/03/2023 - Q.C.
IBP No. 263982 - 01/03/2023 - Q.C.
Roll No. 68465
MCLE Comp. No. VII-0021672 - 04/14/2025

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

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of FEB 23 2023, 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. 341
Page No. 70
Book No. 18
Series of 2023

Carlos C. Alesamis
ATTY. CARLOS C. ALESAMIS
Notary Public-Pasig City
Until December 31, 2022
ROLL NO. 4326
IBP LIFETIME NO. 98352
PTR NO. 9004628
APPOINTMENT NO. 25 (2022-2023)
MCLE COMPLIANCE NO. VI-0030466
TIN NO. 127-509-331-00000

AUTHORITY OF SIGNATORY
SECRETARY'S CERTIFICATE

ANNEX "A"

I, **ALOYSIUS FREDERICK R. RAMIREZ**, a duly elected and qualified Corporate Secretary of Ciudad Christhia Resort, Inc., a corporation duly organized and existing under and by virtue of the law of the of Philippines, DO HEREBY CERTIFY, that:

I am familiar with the facts herein certified and duly authorized to certify the same;

At the regular meeting of the Board of Directors of the said Corporation duly convened and held on February 6, 2023 at which meeting a quorum was present and acting throughout, the following resolutions were approved, and the same have not been annulled, revoked and amended in any way whatever and are in full force and effect on the date hereof:

RESOLVED, that Ciudad Christhia Resort, Inc. be, as it hereby is, authorized to participate in the sealed quotation of RFQ – PR 100-23-01-061 Lease of Venue for the Conduct of "PASIG URBAN SETTLEMENT OFFICE'S STRATEGIC PLANNING by the City Government of Pasig City – Pasig Urban Settlement Office, and in connection therewith hereby appoint Ms. Carrie Ramos-Ramirez and/or Ms. Debbie P. Dayot acting as duly authorized and designated representatives of Ciudad Christhia Resort, Inc., is granted full power and authority to do, execute and perform any and all acts necessary and/ or to represent Ciudad Christhia Resort, Inc., in the bidding as fully and effectively as the Company, might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof;

RESOLVED FURTHER THAT, the Ciudad Christhia Resort, Inc. hereby authorizes its President to:

- (1) Execute a waiver of jurisdiction whereby the Company hereby authorizes it's right to question the jurisdiction of the Philippine courts;
- (2) Execute a wavier that the Company shall not seek and obtain writ of injunctions or prohibition or restraining order against the AFP or any other agency in connection with this project to prevent an restrain bidding procedures related thereto, the negotiating, of and award of a contract to a successful bidder, and the carrying out of the awarded contract.

CARRIE RAMOS-RAMIREZ President

DEBBIE P. DAYOT Account Executive



WITNESS the signature of the undersigned as such officer of the said corporation this _____ day of _____, 2023 at **QUEZON CITY**

FEB 17 2023

ALOYSIUS FREDERICK R. RAMIREZ
Corporate Secretary

ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN to before me this **FEB 17 2023** day of _____, 2023
affiant exhibiting to me his SSS ID No. 34-4853296-2.

Doc. No. 60
Page No. 12
Book No. VIII
Series of 2023

ATTY. ROSALINDA ADRIANO-MONTENEGRO
NOTARY PUBLIC
Commission Expires on **01/03/2023**
PTR No. **40282-19-01/03/2023 - Q.C.**
IBP No. **263982 - 01/03/2023 - Q.C.**
Roll No. **68466**
MCLE Comp. No. **VI-0021672 - 04/14/2025**



PASIG

UNANG PANGKALANGKAYAN NG PASIG METRO AREA

PROCUREMENT MANAGEMENT OFFICE

ANNEX "B"

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	: 17 February 2023
Project Title	: Lease of Venue for the Pasig Urban Settlement Office's Strategic Planning- Pasig Urban Settlement Office
Mode of Procurement	: Negotiated Procurement (Lease of Real Property or Venue)
RFQ No.	: 100-23-01-061
Approved Budget for the Contract	: Three Hundred Ninety Nine Thousand Nine Hundred Ninety Nine and 60/100 (Php 399,999.60)
Deadline and Place for the Submission of Quotation	: Please submit the accomplished Quotation and required documents not later than 20 February 2023, (Monday) 10:30 AM 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	: 20 February 2023, (Monday) 11:00 AM, 7 th Floor, Meeting Room, Pasig City Hall
TERMS	: The lease contract shall commence from March 1, 2023 to March 3, 2023
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.

Description of Service Requirement	Offered Technical Proposal Please fill in with either: "Comply" or "Not Comply"
Lease of Venue for the Pasig Urban Settlement Office's Strategic Planning under PR No. 100-23-01-061	
TECHNICAL SPECIFICATIONS/SCOPE OF WORK	
Live-In Workshop Check In: March 1, 2023, Wednesday, 8:00 AM Check Out: March 3, 2023, Friday, 2:00 AM	
March 1, 2023 to March 3, 2023 Number of Days: 3 days/2 nights Type of Accommodation: Live-in for 55 pax Venue: Province of Rizal	
A. Accommodation <ul style="list-style-type: none"> • 14 Quad Sharing Bedroom (54 pax) • 1 Solo Room/ Suite (1 pax) B. Room Requirements: <ul style="list-style-type: none"> • Airconditioned Rooms • Toiletries (Shampoo, Bath soap, Hand soap, Sanitizer/ Alcohol and Hair Conditioner) • Well ventilated • Electronic safe • Bathroom in every room 	
Function Room Requirements <ul style="list-style-type: none"> - Well ventilated and well lighted - 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 two (2) microphones with microphones stands - At least five (5) extension cords - At least fifteen (15) tables - With strong Wi-Fi connection 	
Meals Requirements Buffet Style Breakfast, Lunch, PM Snacks and Dinner for 55 pax. <p>a. AM Snacks (Snacks)</p> <ul style="list-style-type: none"> - free flowing coffee/ tea <p>b. Lunch Packs w/ Dessert (Rice, 2 Viands, 1 Drink and 1 Dessert)</p> <ul style="list-style-type: none"> - free flowing coffee/tea <p>c. PM Snacks (Snacks)</p> <ul style="list-style-type: none"> - free flowing coffee/tea <p>d. Dinner (Rice, 2 Viands, 1 Drink and 1 Dessert)</p>	

<p>Other Requirements:</p> <ul style="list-style-type: none"> ➤ Provide two (2) parking slots for buses. ➤ 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 <ul style="list-style-type: none"> ➤ Contact our PUSO Liaison Officer for further coordination - Mrs. Ana May P. Barracas / 09091179503 <ul style="list-style-type: none"> ➤ 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 rebilling, use of premises and scheduling 	
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FINANCIAL PROPOSAL

Name of Project	Grand Total Cost for the Lease of Venue
<p>Lease of Venue for the Pasig Urban Settlement Office's Strategic Planning under PR No. 100-23-01-061</p>	<p align="center">PhP _____ (Amount in Figures)</p> <hr/> <hr/> <hr/> <p align="center">(Amount in words of Grand Total Cost)</p>

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.annb.gov.ph/assets/forms/Omnibus%20Sworn%20Statement/Revise>

5. Original or Certified True Copy of 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)*



ANNEX "B"

PASIG URBAN SETTLEMENTS OFFICE

Terms of Reference for Venue and Accommodation
for Pasig Urban Settlements Office March 1-3, Strategic Planning

The Service provider for venue and accommodation must:

1. Provide Rooms for Accommodations.

a. Accommodation

- 14 Quad Sharing Bedroom (54 Pax)
- 1 Solo Room/Suite (1 Pax)

b. Room Requirements:

- Airconditioned Rooms
- Toiletries (Shampoo, Bath Soap, Hand Soap, Sanitizer/Alcohol and Hair Conditioner)
- Well Ventilated
- Electronic Safe
- Bathroom in every room

2. Provide Function Room

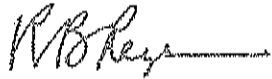
a. Function Room Requirements

- 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 two (2) 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 55 pax.
 - a. AM Snacks (Snacks)
 - Free Flowing Coffee/Tea.
 - b. Lunch Packs w/ Dessert (Rice, 2 Viands, 1 Drink and 1 Dessert)
 - Free Flowing Coffee/Tea
 - c. PM Snacks (Snacks)
 - Free Flowing Coffee/Tea.
 - d. Dinner (Rice, 2 Viands, 1 Drink and 1 Dessert)
 - w/ Dessert
4. Provide two (2) parking slots.
5. 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
6. Contact our PUSO Liaison Officer for further coordination.
 - Mrs. Ana May P. Barracas / 09091179503
7. Observe the Health Protocols by providing alcohols and checking of vaccination cards upon check-in.
8. Provide Emergency Medical Services if needed.
9. Provide Wi-Fi connection.
10. Brief/Orient all PUSO personnel about the Rules and Regulations of the Premises.
11. Answer all inquiries re: Billing, Use of premises and scheduling.
12. Time in and time out
 - a. Scheduled Time in
Date: March 01, 2023
Time: 8:00am

b. Scheduled Time Out
Date: March 03, 2023
Time: 2:00pm

Prepared by:

A handwritten signature in black ink, appearing to read "R. B. Reyes", followed by a horizontal line extending to the right.

Ricardo B. Reyes
OIC
Pasig Urban Settlements Office