

## 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 -

**LORELAND REALTY AND DEVELOPMENT CORPORATION** a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at 165 M.L. Quezon Street, San Roque, Antipolo City, herein represented by **MA. AMILYN BAUTISTA**, Sales 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. **100-23-02-234** for the **Lease of Venue for the Upcoming Strategic Planning Workshop of the Office of General Services** 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 22 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 Loreland Realty and Development Corporation;

CONTRACT NO. 100-23-02-234

**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 **Four Hundred Forty Five Thousand Five Hundred Thirty Six Pesos (Php 445,536.00)**;

**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 **LORELAND REALTY AND DEVELOPMENT CORPORAITON** 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 Forty Five Thousand Five Hundred Thirty Six Pesos (Php 445,536.00)**.

**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 28  
day of FEB, 2023 at **Pasig City**.

**CITY OF PASIG**

**LORELAND REALTY AND  
DEVELOPMENT CORPORATION**

By:

By:

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

  
**MA. MILYN BAUTISTA**  
Sales Executive

**WITNESSES:**

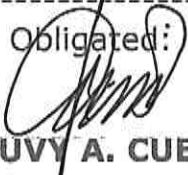
(Printed Name and Signature)

(Printed Name and Signature)

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Funds Appropriated:

Funds Obligated:

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

  
**MS. JUVY A. CUENCO**  
City Accountant

Funds Available:

Recommending Approval:

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

  
**MS. RUTH ROMANO**  
Assistant City Department Head II

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
City of **ANTIPOLO CITY** ) S.S.

BEFORE ME, a Notary Public for and in the City of **ANTIPOLO CITY**, on this day of **FEB 28 2023**, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
<b>MA. AMILYN BAUTISTA</b>	2908-6245-7253-7649 NATIONAL ID	

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. 257  
Page No. 53  
Book No. XIII  
Series of 2023

**MARCELINO U. ARELLANO**  
NOTARY PUBLIC  
ANTIPOLO, TAYTAY & CAINTA  
UNTIL DEC. 31, 2024, ATTY'S ROLL NO. 34595  
APPOINTMENT NO. 23-01, RTC OF ANTIPOLO CITY  
PTR NO. 8673505/1-3-2023  
IBP NO. 00828 (LIFETIME) - 312/ISSUED ON 7-5-1996  
MCLE COMPLIANCE NO. VII-0006482/REISSUED ON 10-12-2022  
UNIT 12ND FLOOR, STA. RITA BLDG., MEDLINE NO. 3 P. BURGOS ST,  
ORGY. SAN JOSE, ANTIPOLO CITY, TEL. NO. 02-8630-3969

**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of **FEB 28 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. 197  
Page No. 9  
Book No. 16  
Series of 2023

**ATTY. CARLOS C. ABESAMIS**  
Notary Public-Pasig City  
Until December 31, 2023  
ROLL NO. 43288  
IBP LIFETIME NO. 09352  
PTR NO. 9004628  
APPOINTMENT NO. 25 (2022-2023)  
MCLE COMPLIANCE NO. VI-0030466  
TIN NO. 127-509-331-00000



SECRETARY'S CERTIFICATE

I, **Felix Renato F. Marinas V**, of legal age, Filipino citizen and resident of Loremar Grand Homes, San Roque, Antipolo City, after having sworn to in accordance with law, do hereby depose and say:

That I am the duly elected and qualified Corporate Secretary of Loreland Realty & Development Corporation, a duly organized and existing under the law of the Republic of the Philippines with principal address at 265 Loremar Building ML Quezon St. Barangay San Roque, Antipolo City;

As such, I have custody of, and access to, all corporate minutes, books and records of the corporation;

That at the special meeting of the Board of Directors of the corporation held at its principal office on November 25, 2016 with a valid quorum was present and acting all throughout the following resolutions were duly approved to wit:

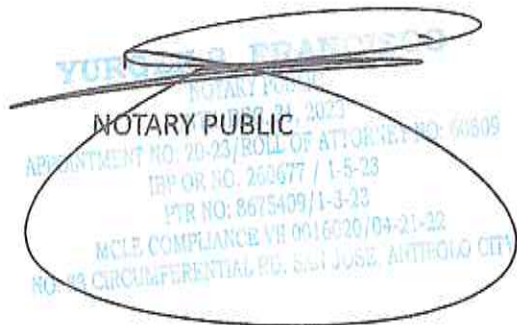
"RESOLVED AS IT IS HEREBY RESOLVED, that the Board of Directors of Loreland Realty & Development Corporation is authorizing its **Sales Executive, Ma. Amilyn Bautista**, to do, execute and perform any and all acts and/or to represent in the bidding with PhilGEPS and to transact business with **City Government of Pasig**, for and on behalf of the corporation."

IN WITNESS WHEREOF, I have hereunto set my hands in my capacity as Corporate Secretary this 21 day of February, 2023.

*Felix Renato F. Marinas V*  
**Felix Renato F. Marinas V**  
Corporate Secretary

SUBSCRIBED AND SWORN to before me this 21 day of February 2023 at Antipolo City Philippines affiant exhibiting to me her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_ 2023 at Antipolo City.

Doc. No. 29  
Page No. 6  
Book No. X005/11  
Series of 2023





# PASIG

"Annex B"

PROCUREMENT MANAGEMENT OFFICE

## REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

<b>Date</b>	: 21 February 2023
<b>Project Title</b>	: Lease of Venue for the Upcoming Strategic Planning Workshop of the Office of General Services
<b>Mode of Procurement</b>	: Negotiated Procurement (Lease of Real Property or Venue)
<b>RFQ No.</b>	: 100-23-02-234
<b>Approved Budget for the Contract</b>	: Four Hundred Forty Five Thousand Five Hundred Thirty Six Pesos (Php 445,536.00)
<b>Deadline and Place for the Submission of Quotation</b>	: Please submit the accomplished Quotation and required documents not later than <u>22 February 2023, 10:30 AM</u> 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>	: 22 February 2023, Monday, 11:00 AM, 7 <sup>th</sup> Floor, Meeting Room, Pasig City Hall
<b>TERMS</b>	: The lease contract shall commence from <b>March 1, 2023 to March 3, 2023</b>
<b>NOTES</b>	: <ol style="list-style-type: none"><li>1. Lessor shall submit their offer/quotation through their duly authorized representatives</li><li>2. Quotations submitted exceeding the Approved Budget for the Contract (ABC) shall be rejected.</li><li>3. The prices quoted are to be paid in Philippine Currency.</li><li>4. All prices quoted are subject to all Philippine Tax Statutes.</li><li>5. Award of contract shall be made to the lowest quotation which complies with the technical specifications and other terms and conditions stated herein.</li><li>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.</li></ol>

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](mailto:bidsandawards@pasigcity.gov.ph)

Thank you.

  
r: **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"																
<b>Lease of Venue for the Upcoming Strategic Planning Workshop of the Office of General Services</b>																	
<b>TECHNICAL SPECIFICATIONS/SCOPE OF WORK</b>																	
<b>Live-In Workshop</b> <b>Arrival:</b> March 1, 2023, Wednesday 8:00 AM <b>Departure:</b> March 3, 2023, Friday, 2:00 PM																	
<b>March 1, 2023 to March 3, 2023</b> Number of Days: 3 days, 2 nights Type of Accommodation: Live-in for 60 pax Desired Venue and/or Function: Outside Manila, within Antipolo																	
<b>Board and Lodging (Full Board)</b> <ul style="list-style-type: none"> <li>➤ Can Accommodate 60 pax</li> <li>➤ Fully Air-conditioned rooms (good for 2 pax/3 pax/4 pax/6 pax) <ul style="list-style-type: none"> <li>- 6 units Triple Sharing Rooms</li> <li>- 4 units Quad Sharing Rooms</li> <li>- 2 units Twin Sharing Rooms</li> <li>- 4 units Family Rooms for 6-pax</li> </ul> </li> <li>➤ Inclusion of food: (Breakfast, AM Snack, Lunch, PM Snack, Dinner)</li> <li>➤ Provision on basic toiletries such as towel, soap, and tissue</li> </ul>																	
<b>Function Room Requirements</b> <ul style="list-style-type: none"> <li>• Function Hall with chair and tables (Classroom set-up) <ul style="list-style-type: none"> <li>• Use of Function room from 8:00 am to 5:00 pm that could accommodate 60 pax</li> </ul> </li> <li>• Entrance, Free Parking</li> <li>• Free Wi-Fi access at the hotel</li> <li>• Availability of audio-visual equipment such as projector, white screen, sound system with at least two (2) microphones</li> <li>• Whiteboard</li> <li>• Free use of distilled water with hot and cold dispenser</li> <li>• Complementary brewed coffee during conference</li> </ul>																	
<b>Meals Requirements</b> First Meal: March 1, 2023 Last Meal: March 3, 2023 <table border="1" data-bbox="263 2166 980 2464" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th>MEALS</th> <th>Day 1</th> <th>Day 2</th> <th>Day 3</th> </tr> </thead> <tbody> <tr> <td>Breakfast</td> <td>✓</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>AM Snacks</td> <td>✓</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>Lunch</td> <td>✓</td> <td>✓</td> <td>✓</td> </tr> </tbody> </table>	MEALS	Day 1	Day 2	Day 3	Breakfast	✓	✓	✓	AM Snacks	✓	✓	✓	Lunch	✓	✓	✓	
MEALS	Day 1	Day 2	Day 3														
Breakfast	✓	✓	✓														
AM Snacks	✓	✓	✓														
Lunch	✓	✓	✓														



PM Snacks	✓	✓	✓
Dinner	✓	✓	

Note: Based on selection of menu

- **For Breakfast:** fried rice, 2 viands, coffee/ juice with fruits
- **AM and PM Snack:** Pasta/noodle, sandwich/native snacks, iced tea/ fruit juice
- **For Lunch:** steamed rice, salad or soup, 3 viands, dessert, ice tea/fruit juice
- **For Dinner:** steamed rice, salad or soup, 3 viands, dessert, ice tea/fruit juice

<b>FINANCIAL PROPOSAL</b>	
<b>Name of Project</b>	<b>Grand Total Cost for the Lease of Venue</b>
<b>Lease of Venue for the Upcoming Strategic Planning Workshop of the Office of General Services</b>	PhP _____ <b>(Amount in Figures)</b> _____ _____ <b>(Amount in words of Grand Total Cost)</b>

**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.qppb.gov.ph/assets/forms/Omnibus%20Sworn%20Statement\(Revised\).docx](https://www.qppb.gov.ph/assets/forms/Omnibus%20Sworn%20Statement(Revised).docx))
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)*

**TERMS OF SERVICES**  
**Technical Specifications**

<b>Activity Title</b>	<b>OGS - STRATEGIC PLANNING WORKSHOP</b>			
<b>Date of Activity</b>	<b>Estimated Number of Pax</b>	<b>Number of Days</b>	<b>Unit Cost</b>	<b>Budget Estimates</b>
March 1 – 3, 2023	60	3 days and 2 nights	7,425.60	445,536.00

**Lease of Venue and Accommodation**

- I. Number of days: 3 days and 2 nights
- II. Desired Venue and/or Function: Outside Manila, within Antipolo
- III. Type of Accommodation:
  - Arrival : 8:00 AM March 1, 2023
  - Departure : 2:00 PM March 3, 2023

• Can accommodate 60 pax
• Fully air-conditioned rooms (good for 2 pax/ 3 pax/ 4 pax/ 6 pax)
• Function Hall with chair and tables (classroom set-up)
• Entrance, free parking
• Free WIFI access
• Availability of audio-visual equipment such as projector, white screen, speaker and microphones
• Free use of distilled water with hot and cold dispenser
• Complementary brewed coffee during conference
• Provision of basic toiletries such as towel, soap and tissue

**Meals Requirements:**


• First Meal: March 1, 2023
• Last Meal: March 3, 2023

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


Note: Based on selection of menu

• For Breakfast: fried rice, 2 viands, coffee/ juice with fruits
• AM and PM Snack: pasta/ noodle, sandwich/ native snacks, iced tea/ fruit juice
• For Lunch: steamed rice, salad or soup, 3 viands, dessert, iced tea/ fruit juice
• For Dinner: steamed rice, salad or soup, 3 viands, dessert, iced tea/ fruit juice

Prepared by:

  
**CORINA G. MATELA**  
Administrative Officer I  
Office of General Services

Noted by:

  
**RUTH FORMALEJO – ROMANO**  
City Assistant Dept. Head II  
OIC, Office of General Services