

## 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 -

**CALIV RESORT AND DEVELOPMENT CORP.**, a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at Sitio Postema Brgy. Sahud Ulan, Tanza, Cavite, herein represented by **JELYNE NIÑA R. BERGADO**, 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. **100-23-01-085** for the **Lease of Venue for the Strategic Planning – Pasig City Social Service & Welfare Department** from 10 March 2023 to 12 March 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 March 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 Villa Excellance Beach and Wavepool Resort;

CONTRACT NO. 100-23-01-085

**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 Thousand Pesos (Php 300,000.00)**;

**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 10 March 2023 to 12 March 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 **CALIV RESORT AND DEVELOPMENT CORP.** 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 Thousand Pesos (Php 300,000.00)**.

#### **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 09 MAR 2023  
day of March, 2023 at Pasig City.

**CITY OF PASIG**

**CALIV RESORT AND  
DEVELOPMENT CORP.**

By:

By:

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

  
**JELYNE NIÑA R. BERGADO**  
Authorized Representative

**WITNESSES:**


(Printed Name and Signature)

(Printed Name and Signature)

-----  
Funds Appropriated:


Funds Obligated:

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

  
**MS. JUVY A. CUENCO**  
City Accountant  
100-2023-01-0040-1032

Funds Available:

Recommending Approval:

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

  
**MA. TERESA O. BRIONES**  
Executive Assistant V - PSWD

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

REPUBLIC OF THE PHILIPPINES)  
City of \_\_\_\_\_ ) S.S.

BEFORE ME, a Notary Public for and in the City of **Quezon City** on this day of 09 MAR 2023, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
<b>JELYNE NIÑA R. BERGADO</b>	SSS ID 33-89618916	

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. 189  
Page No. 42  
Book No. XXI  
Series of 2023

**ATTY. RUBEN M. AZAÑES, JR.**  
**NOTARY PUBLIC**  
UNTIL DECEMBER 31, 2023  
PTR NO. 0594980, QUEZON CITY  
IBP NO. 132791-QUEZON CITY CHAPTER  
ROLL OF ATTORNEY'S NO. 46427  
ADMN. MATTER NO. 004  
MCLE. VI. 1930767-2-19-2020  
TIN: 117-394 886-000  
UNA 206F 26.3. LEANT. BLDG. EDSA, Q.C.

**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 MAR 09 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. 182  
Page No. 79  
Book No. 18  
Series of 2023

**ATTY. CARLOS C. ABESAMIS**  
Notary Public-Pasig City  
Until December 31, 2023  
ROLL NO. 13281  
IBP LIFETIME NO. 08352  
PTR NO. 9004628  
APPOINTMENT NO. 25 (2022-2023)  
MCLE COMPLIANCE NO. VI-0030466  
TIN NO. 127-509-331-00000

SECRETARY'S CERTIFICATE

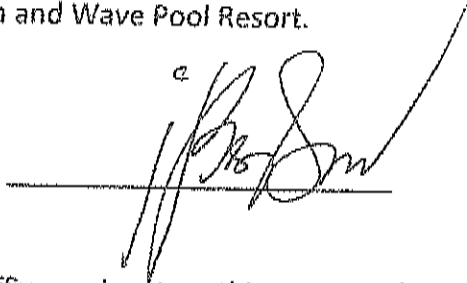
A N N E X " A "

I, Ms. Crysanthea C. Yu as the Corporate Secretary of Caliv Resort and Development Corp., a corporation duly incorporated under the laws of the Philippines, with address at Sitio Postema Sahud Ulan 4108 Tanza Cavite, Philippines after having duly sworn in accordance with law, hereby certify that in a Special Meeting of the Board of Directors dated February 28, 2023 after a motion duly made and seconded, the Board has unanimously approved.

"Resolved further that Ms. Jelyne Niña R. Bergado is authorized to transact and to sign in behalf of the said corporation the pertinent papers or documents regarding the transaction concerning the upcoming event of Pasig City Social Service & Welfare and Development entitled Lease of Venue for the Strategic Planning – Pasig City Social Service & Welfare Development on March 10-12, 2023 at Villa Excellance Beach and Wave Pool Resort.

Specimen Signature(s):

Jelyne Niña R. Bergado



IN WITNESS WHEREOF, I hereunto affix my signature this 02 MAR 2023 day of 2023 at Quezon City City.

  
Corporate Secretary

SUBSCRIBED AND SWORN to before me this 02 MAR 2023 of 2023 at CITY affiant exhibiting to me her Community Tax Certificate No. 20438785 issued at CAVITE CITY.

Doc. No. 42  
Page No. 89  
Book No. X  
Series of 2023

**ATTY. RUBEN M. AZAÑES, JR.**  
**NOTARY PUBLIC**  
**UNTIL DECEMBER 31, 2023**  
**PTR NO. 0524980, QUEZON CITY**  
**IBP NO. 132791-QUEZON CITY CHAPTER**  
**ROLL OF ATTORNEY'S NO. 46427**  
**ADMIN. PARTER NO. 004**  
**M.C.L.E. VL. 10055-2-19-2020**  
**TIN: 117-354-185-000**  
**UNIT 2 UGP 34 F. LENT BLDG., EDSA, Q.C.**



ANNEX " B "

PROCUREMENT MANAGEMENT OFFICE

## REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

<b>Date</b>	:	02 March 2023
<b>Project Title</b>	:	Lease of Venue for the Strategic Planning – Pasig City Social Service & Welfare Department
<b>Mode of Procurement</b>	:	Negotiated Procurement (Lease of Real Property or Venue)
<b>RFQ No.</b>	:	100-23-01-085
<b>Approved Budget for the Contract</b>	:	Three Hundred Twenty Thousand Pesos (Php 320,000.00)
<b>Deadline and Place for the Submission of Quotation</b>	:	Please submit the accomplished Quotation and required documents not later than <u>03 March 2023, 10:15 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>	:	03 March 2023, 10:30 AM, 7 <sup>th</sup> Floor, Meeting Room, Pasig City Hall
<b>TERMS</b>	:	The lease contract shall commence from <b>10 March 2023 to 12 March 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.

*San Villanueva*  
F: **ATTY. PONCE MIGUEL D. LOPEZ**  
Officer in Charge, Procurement Management Office

<p align="center"><b>Description of Service Requirement</b></p>	<p align="center"><b>Offered Technical Proposal</b></p> <p align="center">Please fill in with either: "Comply" or "Not Comply"</p>								
<p align="center"><b>Lease of Venue for the Strategic Planning – Pasig City Social Service &amp; Welfare Department under PR No. 100-23-01-085</b></p>									
<p align="center"><b>TECHNICAL SPECIFICATIONS/SCOPE OF WORK</b></p>									
<p><b>Live-In Workshop</b></p> <p>Check-in: 10 March 2023, Friday, 9:00 AM</p> <p>Check-out: 12 March 2023, Sunday, 12:00 NN</p>									
<p><b>10 March 2023 to 12 March 2023</b></p> <p>Number of Days: 3 days, 2 nights</p> <p>Type of Accommodation: Live-in for 50 pax</p> <p>Desired Venue and/or Function: Pasig City</p>									
<p><b>Board and Lodging (Full Board)</b></p> <ul style="list-style-type: none"> <li>✓ Twelve (12) Quad Sharing Room</li> <li>✓ One (1) Double-bed Room</li> <li>✓ Complimentary Breakfast (6:00 am - 10:00 am)</li> <li>✓ Complimentary Parking</li> <li>✓ Sanitized Beddings, Rooms, and Restrooms</li> <li>✓ Wireless internet connection (Wi-Fi), one account per apartment only</li> <li>✓ Use of recreational facilities featuring a swimming pool and fitness center</li> <li>✓ Daily replenishment of bathroom amenities</li> <li>✓ Daily housekeeping service</li> </ul>									
<p><b>Function Room Requirements</b></p> <ul style="list-style-type: none"> <li>• Can accommodate at least 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 marker &amp; eraser</li> <li>✓ Complete set of sound system</li> <li>✓ At least four (4) extension cords</li> <li>✓ At least two (2) wireless microphones with one (1) microphone stand, and</li> <li>✓ Lectern</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>• One (1) table for the Secretariat (Registration Area)</li> <li>• Mints, paper, and pencil</li> </ul>									
<p><b>Meals Requirements</b></p> <table border="1" data-bbox="219 2365 966 2472"> <thead> <tr> <th>MEALS</th> <th>Day 1</th> <th>Day 2</th> <th>Day 3</th> </tr> </thead> <tbody> <tr> <td></td> <td>March 10,</td> <td>March 11,</td> <td>March</td> </tr> </tbody> </table>	MEALS	Day 1	Day 2	Day 3		March 10,	March 11,	March	
MEALS	Day 1	Day 2	Day 3						
	March 10,	March 11,	March						



Buffet Breakfast	✓	✓	✓
AM Snacks	✓	✓	✓
Buffet Lunch	✓	✓	✓
PM Snacks	✓	✓	✓
Buffet Dinner	✓	✓	

- Breakfast - buffet breakfast and choice of hot coffee or hot chocolate
- AM and PM Snacks - sandwich or pasta; with drinks
- Lunch and Dinner - 2 main dishes (fish; choice of meat: chicken, pork, or beef), vegetables, soup, rice, dessert and cold drinks
- Free flowing coffee and/or tea

**Other Requirements:**

- Maintaining cleanliness function hall, restrooms, sleeping quarters, hallway, coffee/tea area and dining area
- With appropriate parking area for at least 10 vehicles
- With 24-hour security, front-desk and housekeeping service
- Dates can be rebooked in case of emergency/ unforeseen circumstances
- Compliant with Equal Employment Opportunity Policy (EEO)
  - Easy access to the comfort room
  - With ramp
  - First aid kits available when needed

With a passing rating of at least 85% in Market Analysis

**FINANCIAL PROPOSAL**

Name of Project	Grand Total Cost for the Lease of Venue
<b>Lease of Venue for the Strategic Planning – Pasig City Social Service &amp; Welfare Department</b>	PhP _____ <b>(Amount in Figures)</b>
	_____
	_____
	<b>(Amount in words of Grand Total Cost)</b>

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. 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 REFERENCE**

**Technical Specifications**

<b>Activity Title</b>	Strategic Planning			
<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 10, 11 & 12, 2023	50	3 Days & 2Nights	6,400.00	320,000.00

I. **Number of Days:** *Three 3* ( ) days and *two 2* ( ) Night

II. **Desired Venue and/or Function:** Pasig City

III. **Type of Accommodation:**

Board and Lodging (Full Board)

- 12 (12) Quad Sharing Room
- One (1) Double-bed Room
- Complimentary Breakfast (6 am to 10 am)
- Complimentary Parking
- Sanitized Bedding, Rooms, and Restrooms
- Wireless internet connection (Wi-Fi), one account per apartment only
- Use of recreational facilities featuring a swimming pool and fitness center
- Daily replenishment of bathroom amenities
- Daily housekeeping service
  - Arrival: 9:00 am (March 10, 2023)
  - Check-out Time: 12:00 nn (March 12, 2023)

IV. **FUNCTION ROOM REQUIREMENTS:**

- Can accommodate at least 50 pax, flexible for group activities/ workshops
- Well-lighted and well-ventilated
- Availability of audio-visual equipment with a stand-by assistant:
  - Use of LCD projector with screen
  - Use of a whiteboard with a whiteboard marker & eraser
  - Complete set of sound system
  - At least four (4) extension cords
  - At least two (2) wireless microphones with one (1) microphone stand, and
  - Lectern
- Unlimited free access to the internet / Wi-Fi in all areas of the venue
- Use of venue for at least 10 hours
- Function room set-up: Classroom type
- One (1) table for the Secretariat (Registration Area)
- Mints, paper, and pencil

V. **MEAL REQUIREMENTS**

MEALS	DAY 1 <i>March 10, 2023</i>	DAY 2 <i>March 11, 2023</i>	DAY 3 <i>March 12, 2023</i>
Buffet Breakfast	✓	✓	✓
AM Snacks	✓	✓	✓
Buffet Lunch	✓	✓	✓
PM Snacks	✓	✓	✓
Buffet Dinner	✓	✓	



**PASIG**

OFFICE ON SOCIAL WELFARE AND DEVELOPMENT

- Breakfast – buffet breakfast and choice of hot coffee or hot chocolate
- AM & PM Snacks – sandwich or pasta with drinks
- Lunch & Dinner – 2 main dishes (fish; choice of meat: chicken, pork, or beef), vegetables, soup, dessert, rice, and cold drinks
- Free-flowing coffee and/or tea

#### VI. OTHER REQUIREMENTS

- Maintaining cleanliness of function hall, restrooms, sleeping quarters, hallway, coffee/tea area, and dining area
- With appropriate parking area - 10 slots
- With 24-hour security, front desk, and housekeeping services
- Dates can be rebooked in case of emergency/unforeseen circumstances
- Compliant with Equal Employment Opportunity Policy (EEO)
  - Easy access to the comfort room
  - With ramp
  - First aid kits available when needed
- With a passing rating of at least 85% in Market Analysis

Prepared by:

**ARVIN J. JABONILLO**  
Admin Aide III

Noted by:

**MA. TERESA O. BRIONES, RSW, MSSW**  
City Gov't. Dept. Head II

**MARIA SOCORRO PAJE JALMASCO**  
SWU IV - License No. 0915868  
OFFICE on SOCIAL WELFARE & DEVELOPMENT  
City Government of Pasig