

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 -

HOSPITALITY INTERNATIONAL 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 2/F The Exchange Regency Exchange Rd., Cor. Meralco Ave. Ortigas Center, San Antonio, Pasig City, herein represented by **ANNA KRISTINE B. CARPIO**, 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. **100-23-01-200** for the **Lease of Venue for Management Information System Office Strategic Planning for 2023 PPAs** from March 22, 2023 to March 23, 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 06 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 **HOSPITALITY INTERNATIONAL 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 **One Hundred Forty Nine Thousand Nine Hundred Pesos (Php 149,900.00);**

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 22, 2023 to March 23, 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 **HOSPITALITY INTERNATIONAL 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 **One Hundred Forty Nine Thousand Nine Hundred Pesos (Php 149,900.00).**

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 15
day of MAR, 2023 at **Pasig City**.

CITY OF PASIG

**HOSPITALITY INTERNATIONAL
INC.**

By:

By:

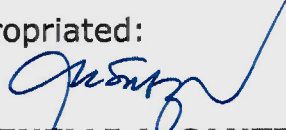

HON. VICTOR MA. REGIS N. SOTTO
City Mayor

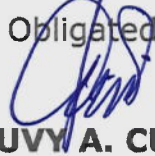

ANNA KRISTINE B. CARPIO
Authorized Representative

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
100-2023-02 0074-1032

Funds Available:

MS. MARITA A. CALAJE
City Treasurer

Recommending Approval:

JOHN CARLO F. FATALLO
OIC- Management Information
Systems Office

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:

MAR 15 2023

Name	Government ID	Issue and Expiry Date
ANNA KRISTINE B. CARPIO	Driver's license NO2-98-370886	2023 10 12

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. 195
Page No. 40
Book No. 19
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 **MAR 15 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. 196
Page No. 41
Book No. 19
Series of 2023

ATTY. CARLOS C. ABESAMIS
Notary Public-Pasig City
Until December 31, 2023
ROLL NO. 43288
IBP LIFETIME NO. 08352
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MCLE COMPLIANCE NO. VI-0030466
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REPUBLIC OF THE PHILIPPINES)
MAKATI CITY)

SECRETARY'S CERTIFICATE

I, BENEDICTO M. VALERIO, JR., of legal age, Filipino and with office address at Unit 17F, Petron Megaplaza, 358 Sen. Gil Puyat Avenue, Makati City under oath depose and state:

1. I am the duly elected Corporate Secretary of **HOSPITALITY INTERNATIONAL, INC.**, a corporation existing under and by virtue of the laws of the Philippines with principal office at the GF The Mondrian Residences, 5321 East Asia Drive, Filinvest Corporate City, Alabang, Muntinupa City (the "Corporation"). As such, I have custody of the records of the Corporation.


2. During the meeting of the Board of Directors of the Corporation held on 29 November 2022 at its principal office at which there was a quorum, the following resolution was adopted:

RESOLUTION

"RESOLVED, that the Corporation be, as it hereby is, authorized to participate in the bidding on quotations to Government offices for rooms and banquet needs, and that if awarded the project, the Corporation is hereby authorized to enter into and execute the corresponding contract;

RESOLVED FURTHER, that **Ms. Anna Kristine B. Carpio** (*Account Management Consultant*), acting as duly authorized and designated representative of the Corporation, is granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Corporation in the bidding as fully and effectively as the Corporation 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.


5. The foregoing Board Resolution shall remain valid and binding on the Corporation until the same is renewed, modified, altered or revoked by a subsequent Board Resolution.


BENEDICTO M. VALERIO, JR.
Corporate Secretary

DEC 02 2022

SUBSCRIBED AND SWORN to before me, affiant exhibiting to me his Passport No. P0258129B issued on January 16, 2019 at DFA NCR South.

Doc. No. 284 ;
Page No. 58 ;
Book No. 398 ;
Series of 2022.


ATTY. GEORGE DAVID D. SIFON
NOTARY PUBLIC FOR MAKATI CITY
APPT. NO. M-061 - UNTIL DEC. 31, 2023
ROLL NO. 68402 / MCLE COMPLIANCE NO. VII-0010136/2-15-2022
IBP D.R No. 802282-LIFETIME MEMBER MAY 5, 2017
PTR No. 8852066 JAN 03, 2022-MAKATI CITY
EXPI: LIVE BLDG. CENTER MAKATI AVE., COR. JUPITER ST., MAKATI CITY



PROCUREMENT MANAGEMENT OFFICE

ANNEX "B"

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	: 3 March 2023
Project Title	: Lease of Venue for Management Information System Strategic Planning for 2023 PPAs
Mode of Procurement	: Negotiated Procurement (Lease of Real Property or Venue)
RFQ No.	: 100-23-01-200
Approved Budget for the Contract	: One Hundred Forty Nine Thousand Nine Hundred Seventy Five Pesos (PhP149,975.00)
Deadline and Place for the Submission of Quotation	: Please submit the accomplished Quotation and required documents not later than 06 March 2023, 10:15 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	: 06 March 2023, (Monday) 10:30 AM, 7 th Floor, Meeting Room, Pasig City Hall
TERMS	: The lease contract shall commence from March 22, 2023 to March 23, 2023
NOTES	: <ol style="list-style-type: none">1. Lessor shall submit their offer/quotation through their duly authorized representatives2. 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 Management Information System Strategic Planning for 2023 PPAs under PR No. 100-23-01-200																
TECHNICAL SPECIFICATIONS/SCOPE OF WORK																
March 22, 2023 to March 23, 2023 Number of Days: 2 days and 1 night Desired Venue: within Ortigas Center Type of Accommodation: Live-in for 35 pax																
Board and Lodging (Full Board) <ul style="list-style-type: none"> ▪ Room accommodation with air-conditioned, soap and towel ▪ Sanitized beddings, rooms and restrooms Arrival: 8:00 AM (March 22, 2023) Checkout time: 1:00 PM (March 23, 2023)																
Function Room Requirements <ul style="list-style-type: none"> ▪ Can accommodate 35 pax for 2 days, following the IATF Guidelines and flexible for group activities and workshop Day 1: 8:00 AM- 5:00 PM Day 2: 8:00 AM- 1:30 PM ▪ Well- lighted and well ventilated ▪ One (1) table for the Secretariat 																
Meals Requirements <table border="1" data-bbox="180 1566 932 1883"> <thead> <tr> <th>MEALS</th> <th>March 22, 2023</th> <th>March 23, 2023</th> </tr> </thead> <tbody> <tr> <td>Breakfast</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> </tr> <tr> <td>Lunch</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> </tr> <tr> <td>PM Snack</td> <td style="text-align: center;">✓</td> <td></td> </tr> <tr> <td>Dinner</td> <td style="text-align: center;">✓</td> <td></td> </tr> </tbody> </table> <ul style="list-style-type: none"> • For breakfast: 2 main dish, rice, bread, choice of hot tea/ chocolate or coffee • For lunch and dinner, 3 main dish (fish, choice of meat, chicken, pork or beef and vegetables), soup, rice, dessert, drinks • PM Snacks • Free flowing coffee 	MEALS	March 22, 2023	March 23, 2023	Breakfast	✓	✓	Lunch	✓	✓	PM Snack	✓		Dinner	✓		
MEALS	March 22, 2023	March 23, 2023														
Breakfast	✓	✓														
Lunch	✓	✓														
PM Snack	✓															
Dinner	✓															
Other Requirements: <ul style="list-style-type: none"> • 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 3 vehicles 																

- With appropriate parking area for at least 3 vehicles
- With 24-hour security, front-desk and housekeeping service

FINANCIAL PROPOSAL

Name of Project	Grand Total Cost for the Lease of Venue
<p align="center">Lease of Venue for Management Information System Office Strategic Planning for 2023 PPAs under PR No. 100-23-01-200</p>	<p align="center">PhP _____ (Amount in Figures)</p> <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.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)



ANNEX "B"

TERMS OF REFERENCE

Activity Title	MIS Strategic Planning for 2023 PPAs
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Date of Activity	Estimated No. Pax	Number of Days	Unit Cost	Total Estimated Budget
March 22-23 2023	35	2	4,285.00	150,000.00

- I. Number of Days : 2 days and 1 night
II. Desired Venue : Within Ortigas Center
Type of Accommodation : Live in for 35 pax

Board of Lodging (35 pax)

- Room accommodation with aircon, soap and towel
- Sanitized beddings, rooms and restrooms

Arrival : 8:00 AM (March 22, 2023)
Checkout time : 1:00 PM (March 23, 2023)

Function room Requirements:

- Can accommodate 35 pax for 2 days, following the IATF Guidelines and flexible for group activities and workshops
Day 1 – 8:00 AM – 5:00 PM
Day 2 – 8:00 AM – 1:30 PM
- Well-lighted and well ventilated
- One (1) table for the Secretariat (Registration Area)
- Availability of audio-visual equipment
At least Two (2) LCD projector
Complete set of sound system
At least Three (3) microphones

Meal Requirements


Meals	March 22 2023	March 23 2023
Breakfast	✓	✓
Lunch	✓	✓
PM Snack	✓	
Dinner	✓	

- For breakfast: 2 main dish, rice, choice of hot tea / chocolate or coffee
- For lunch and dinner: 3 main dish (choice of fish, chicken, pork or beef and vegetables), soup, rice, dessert, drinks
- PM snacks
- Flowing coffee

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 3 vehicles
- With 24-hour security, front-desk and housekeeping service.

Prepared by:


John Carlo F. Fatallo
Officer-In-Charge
MIS Office