

## 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., Corner Meralco Ave., Ortigas Center, San Antonio, Pasig City, herein represented by **ANNA KRISTINE B. CARPIO**, Account Management Consultant 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. 100-23-02-274 for the **Lease of Venue for the Conduct of Strategic Planning on the Implementation of Programs Project and Activities – Anti-Drug Abuse Council of Pasig** from March 16, 2023 to March 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 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 **Two Hundred Thirty Thousand Pesos (Php 230,000.00)**;

**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 16, 2023 to March 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 **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 **Two Hundred Thirty Thousand Pesos (Php 230,000.00)**.

#### **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 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**  
Account Management Consultant

WITNESSES:

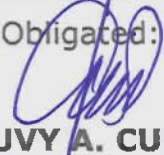
(Printed Name and Signature)

(Printed Name and Signature)

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Funds Appropriated:

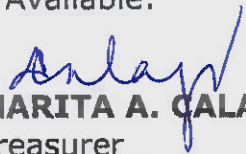
Funds Obligated:


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

  
**MS. JUVY A. CUENCO**  
City Accountant  
100-2023-02-0071-1032

Funds Available:

Recommending Approval:

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

  
**MS. ZENAIDA O. CONCEPCION**  
Private Secretary II

**ACKNOWLEDGMENT**

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

BEFORE ME, a Notary Public for and in the City MAR 15 2023, on this day of \_\_\_\_\_, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
<b>ANNA KRISTINE B. CARPIO</b>	Driver's license N02-98-270488	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. 194  
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. 195  
Page No. 40  
Book No. 19  
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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 17T, 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.


3. 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 B. SISON**  
NOTARY PUBLIC FOR MAKATI CITY  
APPT. NO. M-061 - UNTIL DEC. 31, 2023  
ROLL NO. 68403 / MCLE COMPLIANCE NO. VII-0010136/2-19-2022  
I&P O.R. NO. 002230 / I&P O.R. NO. 128282 MEMBER MAY 5, 2017  
PTR NO. 8812061 JAN 03, 2022-MAKATI CITY  
EXECUTIVE BLDG. CENTER MAKATI AVE., COR. JUPITER ST., MAKATI CITY

  
**CERTIFIED TRUE COPY**



PROCUREMENT MANAGEMENT OFFICE

### REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

<b>Date</b>	: 03 March 2023
<b>Project Title</b>	: Lease of Venue for the Conduct of Strategic Planning on the Implementation of Programs Projects and Activities – Anti-Drug Abuse Council of Pasig
<b>Mode of Procurement</b>	: Negotiated Procurement (Lease of Real Property or Venue)
<b>RFQ No.</b>	: 100-23-02-274
<b>Approved Budget for the Contract</b>	: Two Hundred Thirty Thousand Pesos (Php 230,000.00)
<b>Deadline and Place for the Submission of Quotation</b>	: Please submit the accomplished Quotation and required documents not later than <u>06 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>	: 06 March 2023, Monday, 10:30AM, 7 <sup>th</sup> Floor Meeting Room Pasig City Hall
<b>TERMS</b>	: The lease contract shall commence from <b>March 16, 2023</b> to <b>March 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.

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 Conduct of Strategic Planning on the Implementation of Programs Projects and Activities under P.R. No. 100-23-02-274</b></p>	
<p align="center"><b>TECHNICAL SPECIFICATIONS/SCOPE OF WORK</b></p>	
<p><b>Live-In Workshop</b></p> <p><b>Check In:</b> March 16, 2023, Thursday</p> <p><b>Check Out:</b> March 17, 2023, Friday</p>	
<p><b>March 16, 2023 to March 17, 2023</b></p> <p>Number of Days: 2 days</p> <p>Type of Accommodation: Live-in for 23 pax</p> <p>Desired Venue: Pasig City Area</p>	
<p><b>Board and Lodging</b></p> <ul style="list-style-type: none"> <li>• 23 Persons <ul style="list-style-type: none"> <li>○ 10 Rooms for 2 persons</li> <li>○ 1 room for 3 persons</li> </ul> </li> </ul> <p>Room Inclusions &amp; Amenities:</p> <ul style="list-style-type: none"> <li>• Room Accommodation</li> <li>• Fully Airconditioned Room</li> <li>• Dedicated Hi-Speed Internet connection</li> <li>• Complimentary bottled water</li> </ul>	
<p><b>Function Room Requirements</b></p> <ul style="list-style-type: none"> <li>• Use of function rooms for 8 hours</li> <li>• Function room set-up - Classroom type</li> <li>• Wi-Fi Connection</li> <li>• Wide Screen, Sound System w/2 Microphones, HDMI Ready Connection and Projector</li> <li>• Free flowing of coffee during meeting</li> </ul>	
<p><b>Meals Requirements</b></p> <p><b>March 16, 2023:</b> Plated AM/PM Snack, Lunch Buffet, and Dinner Buffet</p> <p><b>March 17, 2023:</b> Breakfast (Packed or Plated), Plated AM, Lunch Buffet and PM Snack</p>	
<p align="center"><b>FINANCIAL PROPOSAL</b></p>	
<p align="center"><b>Name of Project</b></p>	<p align="center"><b>Grand Total Cost for the Lease of Venue</b></p>
<p align="center"><b>Lease of Venue for the Conduct of Strategic Planning on the Implementation of</b></p>	<p align="center">PhP _____ <b>(Amount in Figures)</b></p>



<b>Programs Projects and Activities under P.R. No. 100- 23-02-274</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.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**

Activity Title	Capacitate the Staff in Strategic Planning Regarding Implementation of Programs, Projects and Activities (PPA's) Seminar Workshop
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DATE OF ACTIVITY	Estimated Number of Paxs	Number of Days	Unit Cost	Total Estimated Budget
March 16 to 17, 2023	23 Participants	2 days – Hotel and Food Accommodation	10,000.00	Php 230,000.00

- I. Number of Days 2  
 II. Desired Venue and/or Venue Pasig City Area  
 III. Type of Accommodation: Live-in 23 pax

## A) (Venue and Hotel Accommodation) 23 pax

- **23 Persons**  
 10 Room for 2 persons  
 1 Room for 3 persons

## Room Inclusions &amp; Amenities:

- Room Accommodation
- Fully Airconditioned Room
- Dedicated Hi-Speed internet connection
- Complimentary bottled water

## Function Room:

- Use of function room for 8 hours
- Function room set-up – Classroom Type
- Wifi Connection
- Wide Screen, Sound System w/ 2 Microphone, HDMI Ready Connection and Projector
- Free flowing of coffee during meeting
- **Meal Plan: 23 pax**

March 16 - Plated Am/Pm Snack, Lunch Buffet and Dinner Buffet

March 17 – Breakfast (Packed or Plated), Plated Am, Lunch Buffet and Pm Snack

Prepared by:

ADONIS J. APOLO  
 PCADAO, Staff

Noted by:

*Zenaida O. Concepcion*  
 ZENAIDA O. CONCEPCION  
 PCADAO Head