

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 -

LINDEN SUITES 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 Gabriel III Condominium, San Miguel Ave. Ortigas Ctr. San Antonio, Pasig City, herein represented by **RONALD DENNIS L. JIMENEZ**, 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. **100-23-02-304** for the **Lease of Venue for the Strategic Planning for City Engineering Office of Outcome Level, Monitoring, & Evaluation of Programs/Project/Activities (PPA) and Office Operations** from March 23, 2023 to March 24, 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 two (2) potential lessors responded;

WHEREAS, on 10 March 2023, the LESSEE, through its BAC, conducted negotiation and evaluation and found the LESSOR's quotation to be responsive;

CONTRACT NO.100-23-02-304

WHEREAS, the **LESSOR** thus offered for lease to the **LESSEE** a venue, accommodations, function room, equipment, and meals in **LINDEN SUITES 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 Ninety One Thousand Seven Hundred Pesos (Php 291,700.00)**;

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 23, 2023 to March 24, 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 **LINDEN SUITES 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 Ninety One Thousand Seven Hundred Pesos (Php 291,700.00)**.

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 17 MAR 2023
day of _____, 2023 at Pasig City.

CITY OF PASIG

LINDEN SUITES INC.

By:

By:


HON. VICTOR MA. REGIS N. SOTTO
City Mayor


RONALD DENNIS L. JIMENEZ
Authorized Representative

WITNESSES:


(Printed Name and Signature)

(Printed Name and Signature)

Funds Appropriated:

Funds Obligated:


MS. MARTINELLI A. SANTIAGO
OIC - City Budget Office


MS. JUVYA A. CUENCO
City Accountant
100-2023-02-0117-1032

Funds Available:

Recommending Approval:


MS. MARITA A. CALAJE
City Treasurer


ENGR. ARTAXERXES V. GERONIMO
OIC - Engineering Department

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 MAR 17 2023, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
RONALD DENNIS L. JIMENEZ	TIN 286-002-712	07-23-2020 NO EXPIRY

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. 316
Page No. 65
Book No. 19
Series of 2023

ATTY. CARLOS C. ABESAMIS
Notary Public-Pasig City
Until December 31, 2023
ROLL NO. 43289
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 17 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.

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PROCUREMENT MANAGEMENT OFFICE

ANNEX "B"

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	: 09 March 2023
Project Title	: Lease of Venue for the Strategic Planning for City Engineering Office of Outcome Level, Monitoring, & Evaluation of Programs/Project/Activities (PPA) and Office Operations – City Engineering Office
Mode of Procurement	: Negotiated Procurement (Lease of Real Property or Venue)
RFQ No.	: 100-23-02-304
Approved Budget for the Contract	: Three Hundred Thousand Pesos (Php 300,000.00)
Deadline and Place for the Submission of Quotation	: Please submit the accomplished Quotation and required documents not later than <u>10 March 2023, 10:15 AM</u> 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: <ol style="list-style-type: none">1. Title and reference number of the project (Purchase Request No.); and2. Name, address and contact details (telephone/cellphone number and email address) of the bidder.
Date, Time and Place of the Negotiation	: 10 March 2023, <u>10:30 AM</u> , 7 th Floor, Meeting Room, Pasig City Hall
TERMS	: The lease contract shall commence from March 23, 2023 to March 24, 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"	
<p align="center">Lease of Venue for the Strategic Planning for City Engineering Office of Outcome Level, Monitoring, & Evaluation of Programs/Project/Activities (PPA) and Office Operations – City Engineering Office under PR No. 100-23-02-304</p>		
<p>TECHNICAL SPECIFICATIONS/SCOPE OF WORK</p>		
<p>Check-in Time: March 23, 2023, 2:00 PM Check-out Time: March 24, 2023, 12:00 NN Desired Venue and/or Function: Outside Pasig City Hall Complex, around Ortigas Area</p>		
<p>Board and Lodging</p> <ul style="list-style-type: none"> • Double sharing rooms • 24-hours hot and cold shower • Sanitized Bedding, rooms, and restrooms • Complimentary toiletries and bathrobes • Unlimited free access to internet/ Wi-Fi in the room 		
<p>Function Room Requirements</p> <ul style="list-style-type: none"> - Big Function Room (March 23-24, 2023), 8:00AM to 5:00PM for lecture and working activities (breakout activities) - Fully air-conditioned and ventilated -Classroom type, flexible enough to accommodate at least 80-90 pax following the IATF guidelines and flexible for group activities/ workshop - Availability of audio-visual equipment with stand-by assistant: <ul style="list-style-type: none"> o At least two (2) LCD projector and two (2) widescreen; o At least two (2) whiteboard with whiteboard pens & erasers, pencils and papers; o Completed set of sound system; o At least ten (10) extension cords; o At least three (3) microphones with two (2) microphone stands, and; o Podium/rostrum - Unlimited free access of internet/ Wi-Fi in all areas of venue - Two (2) tables for the Secretariat (Registration Area and Activity Secretariat) and two (2) tables inside the function room for facilitators 		
	March 23, 2023	March 24, 2023
	75 pax	75 pax
Breakfast		✓
AM Snacks	✓	✓

Lunch	✓	✓	
PM Snacks	✓	✓	
Dinner	✓		
<ul style="list-style-type: none"> • For breakfast: 2 main dishes, rice, bread, choice of hot tea/chocolate or coffee • For lunch: 3 main dishes (fish, choice of meat, chicken, pork or beef and vegetables), soup, rice, dessert, bottomless drinks (choice of iced tea or fruit juice) • AM and PM Snacks: native food, with bottomless drinks (choice of iced tea or fruit juice) • Free flowing brewed coffee and tea • Free flowing water in the function room during official use • Food attendants 			
Other Requirements: <ul style="list-style-type: none"> • Maintaining cleanliness of 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 20 vehicles • With 24-hour security, front-desk and housekeeping service 			
FINANCIAL PROPOSAL			
Name of Project		Grand Total Cost for the Lease of Venue	
Lease of Venue for the Strategic Planning for City Engineering Office of Outcome Level, Monitoring, & Evaluation of Programs/Project/Activities (PPA) and Office Operations – City Engineering Office under PR No. 100-23-02-304		PhP _____ (Amount in Figures)	
		_____ _____ _____	
		(Amount in words of Grand Total Cost)	

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

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	STRATEGIC PLANNING FOR CITY ENGINEERING OFFICE (CEO) OF OUTCOME LEVEL, MONITORING & EVALUATION of PROGRAMS/ PROJECT/ ACTIVITIES (PPA) AND OFFICE OPERATIONS
Budget Account Code	5-02-02-010
PR Number	

Date of Activity	Estimated Number of Pax	Number of Days	Total Estimated Budget
March 23-24, 2023	75	Food, Venue with Accommodation	Php 300,000.00
		TOTAL ...	Php 300,000.00

* *Desired Venue and/or Function: Outside Pasig City Hall Complex, around Ortigas Area*

Function Room Requirements:		
* <i>Big Function Room (March 23-24, 2023), 8:00AM to 5:00PM for lecture and working activities (breakout activities)</i>		
* <i>Fully air-conditioned and ventilated</i>		
* <i>Classroom type, flexible enough to accommodate at least 80-90 pax following the IATF Guidelines and flexible for group activities/workshops</i>		
* <i>Availability of audio-visual equipment with stand-by assistant;</i>		
* <i>At least two (2) LCD projector and two (2) wide screen;</i>		
* <i>At least two (2) whiteboard with whiteboard pens & erasers, papers, and pencils with erasers;</i>		
* <i>Completed set of sound system;</i>		
* <i>At least ten (10) extension chords;</i>		
* <i>At least three (3) microphones with two (2) microphone stand, and</i>		
* <i>Podium / rostrum</i>		
* <i>Unlimited free access of internet /Wi-fi in all areas of the venue</i>		
* <i>Two (2) tables for the Secretariat (Registration Area and Activity Secretariat) and two (2) tables inside the function room for facilitators</i>		
	March 23, 2023	March 24, 2023
	75 pax	75 pax
Breakfast		√
AM Snack	√	√
Lunch	√	√
PM Snack	√	√
Dinner	√	



- * For breakfast: 2 main dishes, rice, bread, choice of hot tea/coffee or chocolate
- * For lunch: 3 main dishes (fish, choice of meat, chicken, pork or beef); and vegetables, soup, rice, dessert, bottomless drinks (choice of iced tea or fruit juice)
- * AM and PM Snacks: native food, with bottomless drinks (choice of iced tea or fruit juice)
- * Free flowing brewed coffee and tea
- * Free flowing water in the function room during official use
- * Food attendants

Board and Lodging

- * Double-Sharing rooms
- * 24-hours Hot and Cold Shower
- * Sanitized Bedding, rooms and restrooms
- * Complimentary toiletries and bathrobes
- * Unlimited free access to internet / Wi-fi in the room
- * Check-in Time: 2:00PM (March 23, 2023)
- * Check-out Time: 12:00 NN (March 24, 2023)


Other Requirements:

- * Maintaining cleanliness at function hall, restrooms, sleeping quarters, hallway, coffee/tea area, and dining area
- * Provision for backdrop for the activity
- * With appropriate free parking area for the participants and facilitators
- * With 24-hour security, front-desk, and housekeeping services

Prepared by:


Arch. ISAGAN P. RIVERA 
Chief, Administrative Division

Reviewed/ Approved by:


ENGR. ARTAXERXES V. GERONIMO
OIC, City Engineering Office