

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 Center., 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. 100-23-02-312 for the **Lease of Venue for the PDAO Capacity Building, Strategic Planning and Disability Sensitivity Training** from March 29, 2023 to March 31, 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 Three (3) potential lessors responded;

WHEREAS, on 17 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 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

CONTRACT NO. 100-23-02-312

have submitted the Lowest Calculated and Responsive Quotation/Proposal in the amount of **One Hundred Fifty Six Thousand Two Hundred Pesos (Php 156,200.00)**;

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 29, 2023 to March 31, 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 **One Hundred Fifty Six Thousand Two Hundred Pesos (Php 156,200.00)**.

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 24
day of MAR, 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:

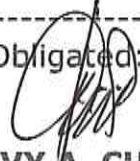
(Printed Name and Signature)

(Printed Name and Signature)

Funds Appropriated:

Funds Obligated:


MS. MARTINELLI A. SANTIAGO
OIC - City Budget Office


MS. JUVY A. CUENCO
City Accountant
100-2023-02-0004-7617

Funds Available:

Recommending Approval:


MS. MARITA A. CALAJE
City Treasurer


MR. JOSE REY Q. ESPINA
Executive Assistant V

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of _____) S.S.

BEFORE ME, a Notary Public for and in the City of _____, on this day of MAR 24 2023, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
RONALD DENNIS L. JIMENEZ	286-012-712-00	7/23/2020

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. 9
Page No. 3
Book No. 70
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 24 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. 9
Page No. 3
Book No. 70
Series of 2023

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Notary Public-Pasig City
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REPUBLIC OF THE PHILIPPINES)
) S.S.

SECRETARY'S CERTIFICATE

I, FERNANDO H. MURO, Filipino, of legal age with office address at Adamson Centre, 121 Leviste Street, Salcedo Village, Makati City, Metro Manila, after being duly sworn in accordance with law, certify as follows:

- 1. I am the duly elected and qualified Assistant Corporate Secretary of LINDEN SUITES, INC. (the "Corporation"), a corporation organized and existing under the laws of the Republic of the Philippines, with principal office address at The Linden Suites, 37 San Miguel Avenue, Ortigas Center, Pasig City;
- 2. At the special meeting of the Board of Directors of the Corporation held on 31 May 2022, during which a quorum was present throughout, the following resolutions were adopted:

RESOLVED, that the Corporation be, as it is hereby authorized to participate in the bidding and procurement processes for hotel accommodations, meeting and conference facilities, and other hotel services required by various government agencies;

RESOLVED FURTHER, that any one (1) of Ma. Celeste B. Romualdo, Ron Allan M. Gacutan, or Ronald Dennis L. Jimenez, signing singly, be hereby authorized to negotiate, sign, execute and deliver, receive and receipt, for and on behalf of the Corporation, any and all documents necessary to carry out the foregoing resolution under such terms and conditions that they deem to be in the best interest of the Corporation;

RESOLVED FINALLY, that the authority given shall be valid for two (2) years from the date of issuance, or until revoked or cancelled.

- 3. I further certify that the foregoing resolutions are in full force and effect and have neither been amended nor revoked.

IN WITNESS WHEREOF, I hereunto set my hand this JUN 16 day of 2022 at, PASIG CITY


FERNANDO H. MURO
Assistant Corporate Secretary

SUBSCRIBED AND SWORN to before me this JUN 16 day of 2022, at PASIG CITY,
affiant exhibiting to me his Passport No. P1263075B issued on 29 March 2019 by
the Department of Foreign Affairs Manila.

Doc. No. 102 ;
Page No. 671 ;
Book No. 144 ;
Series of 2022.

~~ATTY. FERDINAND B. AVABLAG~~
~~Notary Public~~
Appointment No. 184 (2020-2021)
Extended Until June 30, 2022
For Pasig City, Marikina and San Juan City
Roll No. 40372, 40410 Exemption No. VII-BEP003719; 03-24-22
TIN 123-456789-1011-1234567
TIN 123-456789-1011-1234567
Unit 5, C.A. West Tower BGC Bldg., Alabang Road
Ortigas Center, Pasig City Tel. 0298452021



PROCUREMENT MANAGEMENT OFFICE

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	: 15 March 2023
Project Title	: Lease of Venue for the PDAO Capacity Building, Strategic Planning and Disability Sensitivity Training - Persons with Disabilities Affairs Office
Mode of Procurement	: Negotiated Procurement (Lease of Real Property or Venue)
RFQ No.	: 100-23-02-312
Approved Budget for the Contract	: Two Hundred Seventeen Thousand Nine Hundred Ninety Nine Pesos and 98/100 (Php 217,999.98)
Deadline and Place for the Submission of Quotation	: Please submit the accomplished Quotation and required documents not later than <u>17 March 2023, 1:45 PM</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: 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	: 20 March 2023(Monday), 2:00 PM, 7 th Floor Meeting Room, Pasig City Hall
TERMS	: The lease contract shall commence from March 29, 2023 to March 31, 2023
NOTES	: 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.


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 PDAO Capacity Building, Strategic Planning and Disability Sensitivity Training- Persons with Disabilities Affairs Office under PR no. 100-23-02-312</p>	
<p align="center">TECHNICAL SPECIFICATIONS/SCOPE OF WORK</p>	
<p>Live-In Workshop Check In: March 29, 2023, Wednesday, 12:00 PM Check Out: March 29, 2023, Friday, 2:00 PM</p>	
<p>March 29, 2023 to March 31, 2023 Number of Days: 3 days and 2 nights Type of Accommodation: Live-in for 18 pax Desired Venue and/or function: Hotel within Pasig City</p>	
<p>Board and Lodging (Full Board)</p> <ul style="list-style-type: none"> ➤ Quadruple Room Occupancy (4 Persons per room) - 4 rooms ➤ Double Room Occupancy (2 Persons per room) - 1 room 	
<p>Function Room Requirements</p> <ul style="list-style-type: none"> • Free use of conference room that can accommodate 18 people • Well-lighted and well-ventilated conference room • Availability of audio-visual equipment with stand-by assistant: <ul style="list-style-type: none"> - Use of LCD projector and wide screen - Complete set of sound system - At least four (4) extension cords - At least two (2) microphones • Unlimited free access to internet/WiFi in all areas of the venue • Use of venue for at least 3 days 	
<p>Meals Requirements</p> <p>First Meal: March 29, 2023, AM Snack Last Meal: March 31, 2023, Lunch</p> <ul style="list-style-type: none"> • For AM snack: Sandwich or pasta, choice of tea, coffee or hot chocolate • For Lunch: Managed Buffet lunch with appetizer, 3 main dishes, side dishes and dessert, free flowing coffee • For PM snack: Sandwich or pasta, choice of tea, coffee or hot chocolate • For Dinner: Managed Buffet lunch with appetizer, soup, 3 main dishes, side dishes and dessert, free flowing coffee • Free- flowing coffee and/or tea 	
<p>Other Requirements:</p> <ul style="list-style-type: none"> • Appropriate parking area • Provision for backdrop for the activity 	

FINANCIAL PROPOSAL	
Name of Project	Grand Total Cost for the Lease of Venue
Lease of Venue for the PDAO Capacity Building, Strategic Planning and Disability Sensitivity Training- Persons with Disabilities Affairs Office	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 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)*


PERSONS WITH DISABILITY AFFAIRS OFFICE
TERMS OF REFERENCE

ACTIVITY TITLE	Capability Building, Strategic Planning and Disability Sensitivity Training
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DATE OF ACTIVITY	ESTIMATED NUMBER OF PAX	NUMBER OF DAYS	UNIT COST	BUDGET ESTIMATE
March 29 – 31, 2023	18	3 days and 2 nights – room, food and use of function hall	12, 111.11	217,999.98

- I. Number of days and/or hours: 3 days and 2 nights
- II. Desired Venue and/or function: Hotel within Pasig City
- III. March 29, 2023 Check In (12pm) and March 31, 2023 Check Out (2pm)

• Free use of conference room that can accommodate 18 people
• Well-lighted and well-ventilated conference room
• Availability of audio-visual equipment with stand-by assistant
- Use of LCD projector and wide screen
- Complete set of sound system
- At least four (4) extension cords
- At least two (2) microphones
• Unlimited free access to internet/WIFI in all areas of the venue
• Use of venue for at least 3 days

Meal Requirements for March 29 to March 31, 2023
• First Meal: March 29, 2023 (AM snack)
• Last Meal: March 31, 2023 (lunch)
• For AM snack: Sandwich or pasta, choice of tea, coffee or hot chocolate
• For Lunch: Managed Buffet lunch with appetizer, 3 main dishes, side dishes and dessert, free flowing coffee
• For PM snack: Sandwich or pasta, choice of tea, coffee or hot chocolate
• For Dinner: Managed Buffet dinner with appetizer, soup, 3 main dishes, side dishes and dessert, free flowing coffee
• Free-flowing coffee and/or tea

Room Accommodation for 2 nights
• Quadruple Room Occupancy (4 persons per room) – 4 rooms
• Double Room Occupancy (2 persons per room) – 1 room

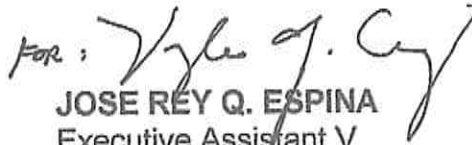
Other Requirements
• Appropriate parking area
• Provision for backdrop for the activity

Prepared by:



HELEN G. CARMONA
Administrative Aide 1
PDAO

Reviewed/Approved by:



JOSE REY Q. ESPINA
Executive Assistant V
OIC, PDAO