

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 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. **100-23-02-370** for the **Lease of Venue for the Strategic Planning Workshop of the City Administrator's Office** from March 30, 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 two (2) 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

CONTRACT NO. 100-23-02-370

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 **Ninety Seven Thousand Seven Hundred Pesos (Php 97,700.00)**;

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 30, 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 **Ninety Seven Thousand Seven Hundred Pesos (Php 97,700.00)**.

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 24 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 JIMENEZ
Authorized Representative

WITNESSES:

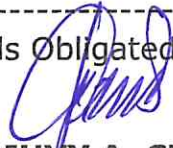
(Printed Name and Signature)

(Printed Name and Signature)

Funds Appropriated:


Funds Obligated:


MS. MARTINELLI A. SANTIAGO
OIC - City Budget Office


MS. JUVY A. CUENCO
City Accountant
100-2029-02-0112-1022

Funds Available:

Recommending Approval:


MS. MARITA A. CALAJE
City Treasurer,


ATTY. DIEGO LUIS S. SANTIAGO
City Gov't. Asst. Dept. Head II

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 24 2023**, 2023, personally appeared:

| Name | Government ID | Issue and Expiry Date |
|------------------------------|--------------------|-----------------------|
| RONALD DENNIS 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. 9
Page No. 3
Book No. 20
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. 10
Page No. 3
Book No. 20
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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TIN NO. 127-509-331-00000

SECRETARY'S CERTIFICATE

I, FERNANDO H. MURO, Filipino, of legal age with office address at Adamson Centre, 121 Leviste Street, Saicedo 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 2022 day of JUNE at PASIG CITY.


FERNANDO H. MURO
Assistant Corporate Secretary

SUBSCRIBED AND SWORN to before me this JUN 16 2022 day of JUNE 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. 112 ;
Page No. 04 ;
Book No. 104 ;
Series of 2022.

ATTY. FERDINAND D. AYAHAO
Notary Public
Appointment No. 184 (2020-2021)
Excluded Term June 20, 2022
For Pasig City, Province of Rizal, Metro Manila
Reg. No. 01571 (2019) Exemption No. VII-BEP003710; 03-24-21
TIN 120-911-111-911-911-911-911-911
Unit 5, C/F West Tower BDO Bldg., Exchange Road
Ortigas Center, Pasig City Tel. 0995452321



REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION


| | |
|---|---|
| Date | : 15 March 2023 |
| Project Title | : Lease of Venue for the Strategic Planning Workshop of the City Administrator's Office - City Administrator's Office |
| Mode of Procurement | : Negotiated Procurement (Lease of Real Property or Venue) |
| RFQ No. | : 100-23-02-370 |
| Approved Budget for the Contract | : One Hundred Fifty Thousand Pesos (Php 150,000.00) |
| 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 | : 17 March 2023, (Friday) 2:00 PM, 7 th Floor, Meeting Room, Pasig City Hall |
| TERMS | : The lease contract shall commence from March 30, 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

| <p align="center">Description of Service Requirement</p> | <p align="center">Offered Technical Proposal</p> <p align="center">Please fill in with either: "Comply" or "Not Comply"</p> | | | | | | | | | | | | | | | | | | |
|---|--|----------------------|----------------------|------------------|--|---|-----------|---|---|--------------|---|---|-----------|---|---|---------------|---|--|--|
| <p align="center">Lease of Venue for the Strategic Planning Workshop of the City Administrator's Office under PR No. 100-23-02-370</p> | | | | | | | | | | | | | | | | | | | |
| <p>TECHNICAL SPECIFICATIONS/SCOPE OF WORK</p> | | | | | | | | | | | | | | | | | | | |
| <p>I. Number of Days: 2 days and 1 night II. Desired Venue and/or Function: Pasig City III. Type of Accommodation: Board and Lodging (Full Board)</p> <ul style="list-style-type: none"> • Three (3) Single- bed Room • Four (4) Double-sharing Room • Three (3) triple-sharing Room • Complimentary breakfast • Complimentary parking • Sanitized bedding, rooms, and restrooms <ul style="list-style-type: none"> o Arrival: 8:00 AM (30 March 2023) o Check-out time:5:00 PM (31 March 2023) | | | | | | | | | | | | | | | | | | | |
| <p>Function Room Requirements:</p> <ul style="list-style-type: none"> • Can accommodate at least 20 pax, flexible for group activities/ workshops • Well-lighted and well-ventilated • Availability of audio- visual equipment with stand-by assistant: <ul style="list-style-type: none"> o Use of LCD projector with screen o Use of whiteboard with whiteboard marker & eraser o At least four (4) extension cords o At least 2 (2) wireless microphones with one (1) microphone stand, o Lectern • Unlimited free access to Internet/ Wi-Fi in all areas of the venue • Function room set-up: Classroom type • Two (2) tables for the Secretariat (Registration area) • Mints, paper and pencil | | | | | | | | | | | | | | | | | | | |
| <p>Meal Requirements:</p> <table border="1" data-bbox="217 1723 956 2179"> <thead> <tr> <th data-bbox="217 1723 485 1830">MEALS</th> <th data-bbox="485 1723 719 1830">Day 1 30 Mar 2023</th> <th data-bbox="719 1723 956 1830">Day 2 31 Mar 2023</th> </tr> </thead> <tbody> <tr> <td data-bbox="217 1830 485 1903">Buffet Breakfast</td> <td data-bbox="485 1830 719 1903"></td> <td data-bbox="719 1830 956 1903">✓</td> </tr> <tr> <td data-bbox="217 1903 485 1972">AM Snacks</td> <td data-bbox="485 1903 719 1972">✓</td> <td data-bbox="719 1903 956 1972">✓</td> </tr> <tr> <td data-bbox="217 1972 485 2042">Buffet Lunch</td> <td data-bbox="485 1972 719 2042">✓</td> <td data-bbox="719 1972 956 2042">✓</td> </tr> <tr> <td data-bbox="217 2042 485 2112">PM Snacks</td> <td data-bbox="485 2042 719 2112">✓</td> <td data-bbox="719 2042 956 2112">✓</td> </tr> <tr> <td data-bbox="217 2112 485 2179">Buffet Dinner</td> <td data-bbox="485 2112 719 2179">✓</td> <td data-bbox="719 2112 956 2179"></td> </tr> </tbody> </table> <ul style="list-style-type: none"> • Breakfast: buffet breakfast and choice of hot coffee or hot chocolate • AM & PM Snacks: sandwich or pasta with drinks | MEALS | Day 1 30 Mar 2023 | Day 2 31 Mar 2023 | Buffet Breakfast | | ✓ | AM Snacks | ✓ | ✓ | Buffet Lunch | ✓ | ✓ | PM Snacks | ✓ | ✓ | Buffet Dinner | ✓ | | |
| MEALS | Day 1 30 Mar 2023 | Day 2 31 Mar 2023 | | | | | | | | | | | | | | | | | |
| Buffet Breakfast | | ✓ | | | | | | | | | | | | | | | | | |
| AM Snacks | ✓ | ✓ | | | | | | | | | | | | | | | | | |
| Buffet Lunch | ✓ | ✓ | | | | | | | | | | | | | | | | | |
| PM Snacks | ✓ | ✓ | | | | | | | | | | | | | | | | | |
| Buffet Dinner | ✓ | | | | | | | | | | | | | | | | | | |

| | |
|--|---|
| <ul style="list-style-type: none"> • Lunch: 3 main dishes (fish; choice of meat: chicken, pork or beef), vegetables, soup, dessert, rice and cold drinks. • Free- flowing coffee and/or tea | |
| <p>Other Requirements:</p> <ul style="list-style-type: none"> • 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) • With a passing rating of at least 85% in Market analysis • PhilGEPS Accreditation | |
| FINANCIAL PROPOSAL | |
| Name of Project | Grand Total Cost for the Lease of Venue |
| Lease of Venue for the Strategic Planning Workshop of the City Administrator's Office under PR No. 100-23-02-370 | <p style="text-align: center;">PhP _____ (Amount in Figures)</p> <hr/> <hr/> <p style="text-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

Technical Specifications

| Activity Title | STRATEGIC PLANNING WORKSHOP | | | |
|---------------------|-----------------------------|------------------|-----------|------------------|
| Date of Activity | Estimated number of pax | Number of days | Unit cost | Budget estimates |
| March 30 & 31, 2023 | 20 | 2 days , 1 night | 3,750 | 150,000 |

- I. Number of Days : 2 days and 1 night
- II. Desired Venue and/or Function : Pasig City
- III. Type of Accommodation:
 - Board and Lodging (Full Board)
 - Three (3) Single-bed Room
 - Four (4) Double-sharing Room
 - Three (3) Triple-sharing Room
 - Complimentary Breakfast
 - Complimentary Parking
 - Sanitized Bedding, Rooms, and Restrooms
 - Arrival: 8:00 am (30 March 2023)
 - Check-out Time: 05:00 pm (31 March 2023)

FUNCTION ROOM REQUIREMENTS:

- Can accommodate at least 20 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 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,
 - Lectern
- Unlimited free access to the internet / WIFI in all areas of the venue
- Function room set-up: Classroom type
- Two (2) tables for the Secretariat (Registration Area)
- Mints, paper, and pencil



MEAL REQUIREMENTS

| MEALS | DAY 1 30 March 2023 | DAY 2 31 March 2023 |
|------------------|------------------------|------------------------|
| Buffet Breakfast | | / |
| AM Snacks | / | / |
| Buffet Lunch | / | / |
| PM Snacks | / | / |
| Buffet Dinner | / | |

- Breakfast – buffet breakfast and choice of hot coffee or hot chocolate
- AM & PM Snacks – sandwich or pasta with drinks
- Lunch – 3 main dishes (fish; choice of meat: chicken, pork or beef), vegetables, soup, dessert, rice, and cold drinks
- Dinner - 3 main dishes (fish; choice of meat: chicken, pork or beef), vegetables, soup, dessert, rice and cold drinks
- Free-flowing coffee and/or tea

OTHER REQUIREMENTS

- Maintaining cleanliness of 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 services
- Dates can be rebooked in case of emergency/unforeseen circumstances
- Compliant with Equal Employment Opportunity Policy (EEOP)
- With a passing rating of at least 85% in Market Analysis
- Philgeps Accreditation

Prepared by:

MA. ROWENA R. DIMANLIG
Supervising Administrative Officer

ATTY. DIEGO LUIS S. SANTIAGO
Assistant City Administrator

Reviewed and Approved by:

ATTY. JERONIMO U. MANZANERO
City Administrator