

## 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 Avenue, 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. 100-23-03-492 for the **Lease of Venue for the Strategic Planning Workshop of City Environment & Natural Resources Office** from March 30, 2023 to April 1, 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 24 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.**;

CONTRACT NO. 100-23-03-492

**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 **Three Hundred Fifty One Thousand Pesos (Php 351,000.00)**;

**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 30 March 2023, to 01 April 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 **Three Hundred Fifty One Thousand Pesos (Php 351,000.00)**.

#### **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,

**CONTRACT NO. 100-23-03-492**

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 29  
day of March, 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)

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Funds Appropriated:

Funds Obligated:

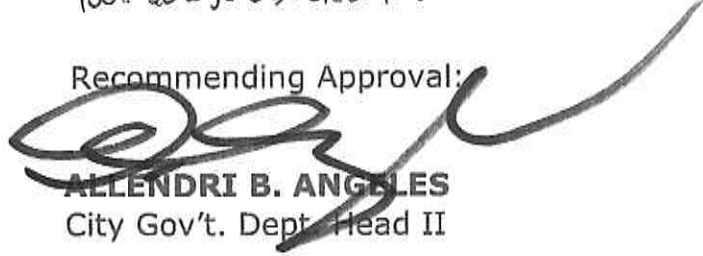
  
**MS. MARTINELLI A. SANTIAGO**  
OIC - City Budget Office

  
**MS. JUVY A. CUENCO**  
City Accountant  
100.. 2023-03-01-0150-1034

Funds Available:

Recommending Approval:

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

  
**ALLENDRI B. ANGELES**  
City Gov't. 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 29 2023, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
<b>RONALD DENNIS L. JIMENEZ</b>	<sup>TIN</sup> 286-002-712	07/23/2020 - None

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. 390  
Page No. 7  
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 29 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. 351  
Page No. 72  
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

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 2022 day of PASIG CITY

  
FERNANDO H. MURO  
Assistant Corporate Secretary

SUBSCRIBED AND SWORN to before me this JUN 16 2022 day of PASIG CITY 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. 164 ;  
Series of 2022.

**ATTY. FERDINAND B. AXARAO**  
Notary Public  
Appointment No. 184 (2020-2021)  
Dated and Valid June 20, 2022  
For Pasig City, Pasig and Calabarzon City  
ROR No. 00170-2022 Exemption No. VII-BEP002710; 03-24-22  
Toll Free 1-800-888-8888  
TIN 027-999-9999  
Unit 5, G/F West Tower, USD Bldg., Exchange House  
Ortigas Center, Pasig City 1908, 028442021



REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

<b>Date</b>	: 22 March 2023
<b>Project Title</b>	: Lease of Venue for the Strategic Planning Workshop of City Environment & Natural Resources Office
<b>Mode of Procurement</b>	: Negotiated Procurement (Lease of Real Property or Venue)
<b>RFQ No.</b>	: 100-23-03-492
<b>Approved Budget for the Contract</b>	: Four Hundred Twenty Five Thousand Pesos (Php 425,000.00)
<b>Deadline and Place for the Submission of Quotation</b>	: Please submit the accomplished Quotation and required documents not later than <u>24 March 2023, 1:45 PM</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>	: 24 March 2023, Friday, 2:00 PM, 7 <sup>th</sup> Floor, Meeting Room, Pasig City Hall
<b>TERMS</b>	: The lease contract shall commence from <b>March 30, 2023 to April 1, 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: Ponce Miguel D. Lopez*  
**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 Strategic Planning Workshop of City Environment &amp; Natural Resources Office under PR No. 100-23-03-492</b></p>	
<p align="center"><b>TECHNICAL SPECIFICATIONS/SCOPE OF WORK</b></p>	
<p><b>Live-In Workshop</b></p> <p>Check In: March 30, 2023, Thursday 3:00 pm</p> <p>Check Out: April 1, 2023, Saturday 12:00 NN</p>	
<p><b>March 30, 2023 to April 1, 2023</b></p> <p>Number of Days: 3 days and 2 nights</p> <p>Desired Venue: Ortigas Center, Pasig City</p> <p>Hotel Accommodation with Food and Use of Venue</p> <ul style="list-style-type: none"> <li>- Food, venue, and Hotel Accommodation for 3 days and 2 nights (live-in for 50 pax)</li> </ul>	
<p><b>Meals Requirements:</b></p> <p>Food inclusion:</p> <ul style="list-style-type: none"> <li>- Mar. 30-31, 2023, AM &amp; PM Snacks, Managed Buffet, Lunch, &amp; Dinner</li> <li>- April 1, 2023, AM Snack &amp; Managed Buffet Lunch</li> </ul>	
<p><b>Other Requirements:</b></p> <p>Please see to Terms of Reference.</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 Strategic Planning Workshop of City Environment &amp; Natural Resources Office under PR No. 100-23-03-492</b></p>	<p align="center">Php _____</p> <p align="center"><b>(Amount in Figures)</b></p> <hr/> <hr/> <p align="center"><b>(Amount in words of Grand Total Cost)</b></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 - (Annual Income Tax Return of the preceding tax year) OR Business Tax Returns (Value Added Tax or Percentage tax return covering the previous six months)<sup>1</sup>

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. 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) 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*)

<sup>1</sup>Sections 3.2 and 3.3 of Revenue Regulation No. 3-2005.



## TERMS OF REFERENCE

PROCUREMENT OF LEASE OF VENUE FOR THE CITY ENVIRONMENT AND NATURAL RESOURCES OFFICE (CENRO) "STRATEGIC PLANNING"

### I. RATIONALE

The City Environment and Natural resources Office intend to conduct Strategic Planning outside the Pasig City Hall premises, but within Pasig City, in a more appropriate venue to maximize the attainment of the objectives of the exercises. For this purpose, an external services provider will be conducted to provide the Function room/conference, meal requirements and accommodations.

### II. SCOPE OF WORK

The service provider for the venue shall provide the function room and facilities, accommodation and meal requirements with the following specification:

#### 1. GENERAL REQUIREMENTS

- a. Price quotation/proposal for: Three (3) days and two (2) night.
- b. Event Date: Thursday to Saturday, preferably March 30-31, 2023 to April 1, 2023.
- c. Preferred Location is Ortigas Center Pasig City, which has a travel time of less than one (1) hour away from the Pasig City Hall.
- d. Guaranteed number of Participants: 50 pax
- e. Free Parking Space
- f. Accommodations, meals, use of function rooms and other facilities/amenities in case o additional participants, price shall be the same price less than the regular participants.
- g. Complimentary welcome banner or standee
- h. Price Quotation/proposal shall be denominated in Philippine Peso and inclusive of all applicable government taxes and service charge. Quoted price shall be valid of a period of one hundred twenty (120) calendar days.

#### 2. FUNCTION ROOM/VENUE SPECIFIC REQUIREMENTS

The Service Provider shall provide venues for various activities during the duration of the Strategic Planning Workshop. Below are the minimum requirements:

##### a. CHECK-IN AND LUGGAGE DROP-OFF COUNTERS

- Table set-up for check-in counters, where employees shall drop-off their luggage before proceeding to the function room for the planning session; set-up for check-in and luggage drop-off shall in the same floor; area where the function room specified in item 2b is located. Before we check-in in the hotel room, we shall start our Strategic Planning Workshop at 8:00 a.m. in the function room of the hotel. Check-in time in hotel room is 3:00 p.m. and check-out time in hotel room is 12:00 nn in the third (3<sup>rd</sup>) day with continuous use of function room from 8:00 a.m. to 12:00 nn (end of the 3-day workshop)



- Service Provider shall set-up at least two (2) check-in counters, each with at least two (2) hotel staff/personnel assigned.
- Service Provider shall assist in transferring the luggage of participants to their assigned room once available.
- Room key shall be distributed not later than 3:00 p.m. on the first day of the planning session.

**b. FUNCTION ROOM/VENUE**

- On guaranteed air-conditioned function room with built-in floor ceiling wall dividers, which can accommodate at least 50 participants, for a meeting set-up for sessions and meals as illustrated below.
- Rest room must be available near the function room.
- A separate table set-up for registration of participants and facilitator.
- The function room shall provide throughout the event, with whiteboard/flip chart, one (1) side screen LCD Projector, PA/audio System including at least three (3) cordless microphones and strong/fast WI-FI connection.

**c. ACCOMMODATION**

The Service Provider shall provide three (3) days and two (2) nights room accommodation for a minimum of 50 participants with the following requirements:

- Guaranteed air-conditioned room with basic hotel room facilities including but not limited to bedding, cable televisions, IDD/NDD phone system, Wi-Fi access, closet safety vault, refrigerator, mini-bar, coffee and tea making machines, toilet and bath with daily replenishment of bath towels and toiletries for each guest, hot and cold shower, water supply, and complimentary use of hotel facilities, if there is any such as swimming pool and gym.
- The Service provider shall provide the following type of rooms for 50 participants:
  - Bedroom Suite (twin)
  - Triple Sharing
  - Bedroom Suite (quadruple)



## 6. DOCUMENTARY REQUIREMENTS

As prescribed under Annex H appendix A – Documentary Requirements for Alternative Method of Procurement, the WINNING service provider shall submit the following as a condition for the issuance of NOTICE OF AWARD:

- a. Mayor's/ Business Permit
- b. PhilGEPS Registration Number
- c. Income/business Tax Returns
- d. Omnibus Sworn Statement

## 7. PAYMENT TERMS

The payments for the service rendered by the Service Provider shall be made within forty-five (45) days upon issuance of the billing statement and the corresponding Certificate of Satisfactory service by City Environment and Natural Resources Office (CENRO).

Failure to comply with Terms and Conditions of the contract will result in the payment of corresponding penalties/liquidated damages in the amount equal to Ten (10%) percent of the Contract Price by the winning service provider.

## 8. RESERVATION CLAUSE

The City Environment and Natural Resources Office (CENRO) reserves the right to reject any or all quotations/ proposals at any time prior to contract award, to annul the procurement process, and rescind the contract, without thereby incurring any liability to the affected proponents and prejudice to other courses of action and remedies open to it, and to accept only the offer that is most advantageous to the Government.

  
ALLENDRI B. ANGELES  
SWMO/Acting CENRO



#### d. MEAL REQUIREMENTS

The Service provider shall provide the following meal requirements for a minimum of 50 participants.

- Meal Schedule  
Day 1: AM Snack, Lunch Buffet, PM Snack and Dinner Buffet  
Day 2: AM Snack, Lunch Buffet, PM Snack and Dinner Buffet  
Day 3: AM Snack, Lunch Buffet
- All meals are inclusive of free-flowing ice tea, juice, or soda
- Free flowing hot tea, coffee and drinking water throughout the planning session.
- One-way buffet station set-up
- Preferred menu is international composed of rice (breakfast -either steamed or fried), soup, three (3) viands (two meat dishes and one vegetable dish), and dessert.
- Proposed menu shall be submitted to the City Environment and Natural resource Office (CENRO)
- Food tasting shall be conducted upon request of the City Environment and Natural resource Office (CENRO)
- And the final menu is subject to their approval.

#### 3. MODE OF PROCUREMENT

The procurement through Lease of Venue shall be undertaken in accordance with Section 53.9 and 53.10 of 2015 Revised Implementing Rules and Regulation (IRR) of Republic Act 9184, otherwise known as the Government Procurement Act.

#### 4. APPROVED BUDGET FOR THE CONTRACT

The Service Provider shall bid for all items described in this Terms of Reference, in an amount of not exceeding the Approved Budget for the Contract (ABC) amounting to PHP 425,000.00 for the accommodation and meals for 50 participants, inclusive of all government taxes and charges.

#### 5. EVALUATION and SELECTION CRITERIA (Rating Scheme)

Bid proposal shall be evaluated in accordance with the table of Rating Factors for Lease of Venue provided under Annexes x H Appendix B of the IRR (making use of the following criteria: availability and quality of the venue, location site condition, neighborhood, date, quality of food and facilities, and cost). Only service providers with WEIGHTED AVERAGE of NINETY-FOUR POINT FIVE PERCENT (94.5%) shall be included in evaluating their proposal.