

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. **100-23-03-449** for the **Lease of Venue for the Strategic Planning 2023** from 13 to 14 April 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 29 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 have submitted the Lowest Calculated and Responsive Quotation/Proposal in

CONTRACT NO. 100-23-03-449

the amount of **Three Hundred Fifteen Thousand Pesos (Php 315,000.00)**;

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 13 to 14 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 Fifteen Thousand Pesos (Php 315,000.00)**.

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 _____
day of ~~11 3 APR 2023~~, 2023 at Pasig City.


CITY OF PASIG

LINDEN SUITES, INC.

By:

By:

HON. VICTOR MA. REGIS N. SOTTO
City Mayor

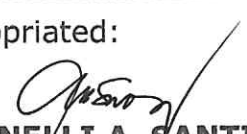

RONALD DENNIS JIMENEZ
Authorized Representative

WITNESSES:

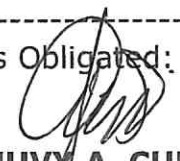
(Printed Name and Signature)

(Printed Name and Signature)

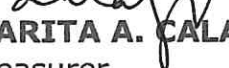
Funds Appropriated:


MS. MARTINELLI A. SANTIAGO
OIC - City Budget Office

Funds Obligated:


MS. JUVY A. CUENCO
City Accountant
100-2003-03-0128-103N

Funds Available:


MS. MARITA A. CALAJE
City Treasurer

Recommending Approval:


RODRIGO M. DE DIOS
City Government Department Head II

ACKNOWLEDGMENT

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

Mandaluyong City

BEFORE ME, a Notary Public for and in the City of _____, on this day of APR 13 2023, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
RONALD DENNIS JIMENEZ	280-002-712 000	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. 70
Page No. 15
Book No. 30
Series of 2023

ATTY. JAMES K. ABUGAN
Notary Public
APPT. NO. 0442-23 Until 12-31, 2024
IBP No. 130334 Nov. 23, 2022 Rizal Chapter
Roll No. 26890 Lifetime
MCLE No. VII-0020134 until 4/14/2025
TIN No. 116-239-956
PTR No. 5105663 01/09/2023
Rm. 314 J&B Bldg., 251 EDSA,
Mandaluyong City Tel. No. (02)854-523-21

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of APR 13 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. 191
Page No. 40
Book No. 21
Series of 2023

ATTY. CARLOS C. ABESAMIS
Notary Public Pasig City
Until December 31, 2023
ROLL NO. 42288
IBP LIFETIME NO. 08352
PTR NO. 9004628
APPOINTMENT NO. 25 (2022-2023)
MCLE COMPLIANCE NO. VI0030466
CONTRACT NO. 121-609-331-00000
TIN NO. 121-609-23-03-449

Annex "A"

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. P12630758 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 B. AYABAO
Notary Public
Appointment No. 184 (2020-2021)
Extended Until June 30, 2022
For Pasig City, Marikina and San Jose City
Roll No. 4072, ARTICLE Exemption No. VII-SEP003719; 03-24-22
T&T ARK 0400, ORL No. 13577, 1-21-2001
TOS 122-011-2017, ORL 1119904, 11-06-22, Pasig
Unit 5, City West Tower F&B Bldg., Exchange Road
Ortigas Center, Pasig City Tel. 0285452321



REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	: 28 March 2023
Project Title	: Lease of Venue for the Strategic Planning 2023 - Peace and Order Department
Mode of Procurement	: Negotiated Procurement (Lease of Real Property or Venue)
RFQ No.	: 100-23-03-449
Approved Budget for the Contract	: Four Hundred Forty Thousand Pesos (Php 440,000.00)
Deadline and Place for the Submission of Quotation	: Please submit the accomplished Quotation and required documents not later than <u>29 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: <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	: <u>29 March 2023, 2:00 PM</u> , 7 th Floor, Meeting Room, Pasig City Hall
TERMS	: The lease contract shall commence from 13 April 2023 to 14 April 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"
Lease of Venue for the Strategic Planning 2023 - Peace and Order Department under PR No. 100-23-03-449	
TECHNICAL SPECIFICATIONS/SCOPE OF WORK	
Live-In Workshop Arrival: 13 April 2023, Thursday, 8:00 AM Room Check Out: 14 April 2023, Friday, 5:00 PM	
13 April 2023 to 14 April 2023 Number of Days: 2 days 1 night Type of Accommodation: Live-in for 50 pax	
Board and Lodging (Full Board) Fifty (50) single occupancy room, with own toilet and bath	
Function Room Requirements <ul style="list-style-type: none"> • Use of function/conference room for the 2-day activity from 8:00 am to 5:00 pm and can accommodate 50 pax • With free use of stable and unlimited internet • With free use of LCD projector & screen, white board with pen and eraser, 2 microphones, 3 extension cord in a round table set-up 	
Meals Requirements First Meal: 13 April 2023 AM Snacks Last Meal: 14 April 2023 PM Snacks <ul style="list-style-type: none"> • For breakfast and lunch: buffet style • Dinner: set dinner (No Dinner on the 2nd day) • For AM and PM snack: sandwich or pasta; with drinks • Complimentary free flowing coffee and tea and one round of iced tea for dinner. 	
Other Requirements: <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 • Front-desk and housekeeping services • With 24-hour security 	
FINANCIAL PROPOSAL	
Name of Project	Grand Total Cost for the Lease of Venue




TERMS OF REFERENCE

ANNEX "B"

**Lease of Venue for the Conduct of the Strategic Planning 2023
Peace and Order Department
100-23-03-449**

Date of Activity	Est. No. of Pax	Number of days	Unit Cost	Budget Estimate
April 13, 2023- April 14, 2022	50	2D/1N	Php 8,800	Php 440, 000.00

- I. **Number of Days** : 2 days and 1 night
- II. **Desired Venue** : 
 - a. Type of Accommodation: 50 single occupancy room, with own toilet and bath for April 13-14, 2023
 - b. Arrival : April 13, 2023, 8:00 am
 - c. Room Check-out : April 14, 2023, 5:00pm
 - d. 2D/1N board and lodging for 50 pax
- III. **Function Room Requirements:**
 - a. Use of function/conference room for the 2-day activity from 8:00am to 5:00pm of April 13-14, 2023 and can accommodate 50 pax
 - b. With free use of stable and unlimited internet
 - c. With free use of LCD Projector & Screen, White board with pen and eraser, 2 microphones, 3 extension cords in a round table set-up.
- IV. **Meal Requirements:**
 - a. 1st Meal: April 13, 2023, AM snack
 - b. Last meal: April 14, 2022, PM snack
 - c. FOR BREAKFAST AND LUNCH: Buffet Style
 - d. DINNER: Set Dinner (No dinner on the 2nd day)
 - e. For AM and PM Snacks: sandwich or pasta; with drinks
 - f. Complimentary free flowing coffee and tea and one round of iced tea for dinner.
- V. **Other Requirements:**
 - a. Maintaining Cleanliness- Rooms, restrooms, dining area, coffee and tea area
 - b. Appropriate parking area for at least 10 vehicles
 - c. Front-desk and housekeeping services
 - d. 24-hour security

Noted by:

P/COL. RODRIGO M. DE DIOS (RET.)
City Department Head II
Peace and order Department