

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. **100-23-03-620** for the **Lease of Venue for the Training on Republic Act (R.A) No. 9184 and its Revised Implementing Rules and Regulations for the Members of the Bids and Awards Committee, Technical Working Group, and Procurement Management Office** from 18 to 20 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 one (1) potential lessor responded;

WHEREAS, on 29 March 2023, the LESSEE, through its BAC, conducted negotiation and evaluation and found the LESSOR's quotation to be responsive;

CONTRACT NO. 100-23-03-620

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 **Four Hundred Eighty Seven Thousand Five Hundred Pesos (Php 487,500.00)**;

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 18 to 20 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 **Four Hundred Eighty Seven Thousand Five Hundred Pesos (Php 487,500.00)**.

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 APR 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:

MS. MARTINELLI A. SANTIAGO
OIC - City Budget Office

Funds Obligated:

MS. JUVY A. CUENCO
City Accountant
100-2027-03-0005-1061

Funds Available:

MS. MARITA A. CALAJE
City Treasurer

Recommending Approval:

ATTY. PONCE MIGUEL D. LOPEZ
OIC, Procurement Management Office

CONTRACT NO. 100-23-03-620

ACKNOWLEDGMENT

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

Mandaluyong City

Mandaluyong City

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

APR 17 2023

Name	Government ID	Issue and Expiry Date
RONALD DENNIS JIMENEZ	206-002-712-000	07/23/2020

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. 407
Page No. 42
Book No. 35
Series of 2023

ATTY. JAMES K. ABUGAN
Notary Public
APPT. NO. 0442-23 (valid 12-31, 2024)
IBP No. 180334 (Nov. 23, 2023 Rizal Chapter)
Roll No. 26390 Lifetime
MCLE No. VII-0020184 (until 4/14/2025)
TIN No. 116 253-855
PTR No. 5105663 01/09/2023
Rm. 314 J&B Bldg., 251 EDSA,
Mandaluyong City Tel. No. (02)854-323-21

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of APR 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.

Doc. No. 110
Page No. 73
Book No. 21
Series of 2023

ATTY. CARLOS C. ABESAMIS
Notary Public-Pasig City
Until December 31, 2023
ROLL NO. 43288
IBP LIFETIME NO. 08/52
PTR NO. 9004628
APPOINTMENT NO. 25 (2022-2023)
MCLE COMPLIANCE NO. VI-0030466
TIN NO. 127-509-331-00000

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 Levisite 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. 01 ;
Book No. 104 ;
Series of 2022.

~~ATTY. FERDINAND B. AYANAO~~
~~Notary Public~~
~~Appointment No. 184 (2020-2021)~~
~~Extended Up to June 30, 2022~~
~~For Pasig City, Marikina City and San Jose City~~
~~Roll No. 00171-2020 Exemption No. VII-BEP003719; 03-24-21~~
~~FOR LRA 000001, LRA 000002, LRA 000003, LRA 000004, LRA 000005~~
~~TOW 000001, TOW 000002, TOW 000003, TOW 000004, TOW 000005~~
~~Unit 5, G/F West Tower FGB Bldg., Exchange Road~~
~~Ortigas Center, Pasig City Tel. 0285452021~~



REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	: 27 March 2023
Project Title	: Lease of Venue for the Training on Republic Act (R.A) No. 9184 and its Revised Implementing Rules and Regulations for the Members of the Bids and Awards Committee, Technical Working Group, and Procurement Management Office – Procurement Management Office
Mode of Procurement	: Negotiated Procurement (Lease of Real Property or Venue)
RFQ No.	: 100-23-03-620
Approved Budget for the Contract	: Five Hundred Thousand Five Hundred Pesos (Php 500,500.00)
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: 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 Negotiation	: 29 March 2023, 2:00 PM, 7 th Floor, Meeting Room, Pasig City Hall
TERMS	: The lease contract shall commence from 18 April 2023 to 20 April 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"																
Lease of Venue for the Training on Republic Act (R.A) No. 9184 and its Revised Implementing Rules and Regulations for the Members of the Bids and Awards Committee, Technical Working Group, and Procurement Management Office – Procurement Management Office under PR No. 100-23-03-620																	
TECHNICAL SPECIFICATIONS/SCOPE OF WORK																	
Live-Out Workshop Arrival: 18 April 2023, 19 April 2023, 20 April 2023 – 7:30 AM Departure: 18 April 2023, 19 April 2023, 20 April 2023 – 5:00 PM																	
18 April 2023 to 20 April 2023 Number of Days: 3 days Type of Accommodation: 130 pax																	
Function Room Requirements <ul style="list-style-type: none"> • Use of Function/conference room from 8:00 AM to 5:00 PM that can comfortably accommodate 130 pax • With free use of unlimited, stable internet connection • Audio-visual equipment (at least 5 microphones, 5 extension cords, 2 LCD projectors and 2 white screens, tables and chairs) • Use of whiteboard with whiteboard pen & eraser 																	
Meals Requirements <table border="1" data-bbox="240 1435 967 1714" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 25%;">MEALS</th> <th style="width: 25%;">Day 1</th> <th style="width: 25%;">Day 2</th> <th style="width: 25%;">Day 3</th> </tr> </thead> <tbody> <tr> <td>AM Snacks</td> <td>✓</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>Buffet Lunch</td> <td>✓</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>PM Snacks</td> <td>✓</td> <td>✓</td> <td>✓</td> </tr> </tbody> </table> <ul style="list-style-type: none"> • For Lunch: Buffet Style • For AM and PM snack: Sandwich or pasta; with drinks • Free flowing coffee and juice and/ or tea 	MEALS	Day 1	Day 2	Day 3	AM Snacks	✓	✓	✓	Buffet Lunch	✓	✓	✓	PM Snacks	✓	✓	✓	
MEALS	Day 1	Day 2	Day 3														
AM Snacks	✓	✓	✓														
Buffet Lunch	✓	✓	✓														
PM Snacks	✓	✓	✓														
Other Requirements: <ul style="list-style-type: none"> • Maintaining cleanliness - function hall, restrooms, hallway, coffee/tea area and dining area • With appropriate parking area for at least 20 vehicles • With 24-hour security, front-desk and housekeeping service 																	
FINANCIAL PROPOSAL																	



PASIG

PROCUREMENT MANAGEMENT OFFICE

ANNEX "B"

TERMS OF REFERENCE

LEASE OF VENUE FOR THE TRAINING ON REPUBLIC ACT (R.A.) NO. 9184 AND ITS REVISED IMPLEMENTING RULES AND REGULATIONS FOR THE MEMBERS OF THE BIDS AND AWARDS COMMITTEE, TECHNICAL WORKING GROUP, AND PROCUREMENT MANAGEMENT OFFICE

P.R. No. 100-23-03-620


Date of Activity	Est. Number of Pax	Number of Days	Unit Cost	Budget Estimate
18-20 April 2023	130	3 Days (Live-out)	Php 3,850.00	Php 500,500.00

- I. **Number of Days:** 3 days
- II. **Desired Venue:** Any venue/hotel within Pasig City
 - a. **Arrival:** April 18, 2023 | Aril 19, 2023 | April 20, 2023 - 7:30 AM
 - b. **Departure:** April 18, 2023 | Aril 19, 2023 | April 20, 2023 - 5:00 PM
- III. **Function Room Requirements:**
 - a. Use of function/conference room from 8:00 AM to 5:00 PM that can comfortably accommodate 130 pax
 - b. With free use of unlimited, stable internet connection
 - c. Audio-Visual Equipment (at least 5 microphones, 5 extension cords, 2 LCD Projectors and 2 White screens, tables and chairs)
 - d. Use of Whiteboard with whiteboard pen & eraser
- IV. **Meal Requirements:**
 - a. For LUNCH: Buffet Style
 - b. For AM and PM Snacks: sandwich or pasta; with drinks
 - c. Free flowing coffee and juice and/or tea

MEALS	Day 1	Day 2	Day 3
AM Snacks	✓	✓	✓
Buffet Lunch	✓	✓	✓
PM Snacks	✓	✓	✓

- V. **Other Requirements:**
 - a. Maintaining Cleanliness - Function Hall, restrooms, sleeping quarters, hallway, coffee/tea area, and dining area
 - b. With appropriate parking area for at least 20 vehicles.
 - c. With 24-Hour security, front-desk, and housekeeping service

Noted by:


ATTY. PONCE MIGUEL D. LOPEZ
Officer in Charge, Procurement Management Office