

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 -

AMAZING VIEW MOUNTAIN RESORT RENTAL, a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at Sitio Little Baguio, Brgy. Paagahan, Mabitac, Laguna, herein represented by **JHINFLOR R. TOBIAS**, Authorized Representative, pursuant to the Special Power of Attorney 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. **100-23-03-580** for the **Lease of Venue for the Pasig City Youth Summit 2023 – Local Youth Development Office** from May 26 to 28, 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 10 May 2023, the LESSEE, through its BAC, conducted negotiation and evaluation and found the LESSOR's quotation to be responsive;

CONTRACT NO. 100-23-03-580

WHEREAS, the **LESSOR** thus offered for lease to the **LESSEE** a venue, accommodations, function room, equipment, and meals in Amazing View Mountain Resort Rental;

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 **Nine Hundred Seventy Five Thousand Pesos (Php 975,000.00)**;

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 May 26 to 28, 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 **AMAZING VIEW MOUNTAIN RESORT RENTAL** 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 **Nine Hundred Seventy Five Thousand Pesos (Php 975,000.00)**.

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

CONTRACT NO. 100-23-03-580

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 18 MAY 2023 day of _____, 2023 at Pasig City.


CITY OF PASIG

AMAZING VIEW MOUNTAIN RESORT RENTAL

By:

By:


HON. VICTOR MA. REGIS N. SOTTO
City Mayor


JHINFLOR R. TOBIAS
Authorized Representative

WITNESSES:


(Printed Name and Signature)

(Printed Name and Signature)

Funds Appropriated:

Funds Obligated:

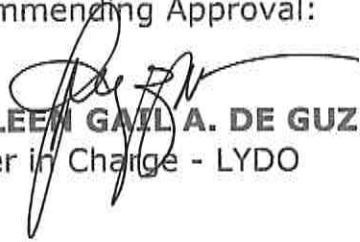

MS. MARTINELLI A. SANTIAGO
OIC - City Budget Office


MS. JUVY A. CUENCO
City Accountant
100-2023-03-0034-
1011-947

Funds Available:

Recommending Approval:


MS. MARITA A. CALAJE
City Treasurer


COLLEEN GAIL A. DE GUZMAN
Officer in Charge - LYDO

A C K N O W L E D G M E N T

REPUBLIC OF THE PHILIPPINES)
City of PASIG CITY) S.S.

PASIG CITY

BEFORE ME, a Notary Public for and in the City of _____, on this day of MAY 18 2023, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
JHINFLOR R. TOBIAS	LTO Driver's License d12-16-00/201	Jan. 11, 2019 / Feb 10, 2024

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. 221
Page No. 46
Book No. 24
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

A C K N O W L E D G M E N T

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of MAY 23 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. 167
Page No. 75
Book No. 24
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

CONTRACT NO. 100-23-03-580

SPECIAL POWER OF ATTORNEY

Annex "A"

KNOW ALL MEN BY THESE PRESENTS:

I, **HERMAN ZAMORA BASBAÑO**, of legal age, married to *Josefina G. Basbaño*, Filipino and residing at 2214 Marconi St. Brgy. San Isidro, Makati City, do hereby APPOINT, NAME, and CONSTITUTE, **JHINFLO RUAZOL TOBIAS**, of legal age, married, Filipino residing at JP Rizal St. Mabitac, Laguna, as our true legal representative to act for and in our name and stead and to perform the following acts:


1. To manage our resort (AMAZING VIEW MOUNTAIN RESORT RENTAL) located at Sitix Little Baguio Brgy. Paagahan, Mabitac, Laguna, as venue or training seminar, teambuilding, outings, or occasion package;
2. To negotiate the use, rental and occupation of our resort to any prospective clients;
3. To participate in any bidding regarding the use or rental of our resort in any government or private entity of our resort;
4. To collect payments for the use and rental of our resort and to issue corresponding receipt thereof, and likewise, to prepare and sign any documents relative to the above purpose.

HEREBY GRANTING unto my representative, full power and authority to execute and perform every act necessary to render effective the forgoing powers, as though I have so performed it, AND HEREBY APPROVING ALL that she may do by virtue hereof with full right of substitution of her person and revocation of this instrument.


IN WITNESS WHEREOF, I have hereunto set our hand this February 20, 2023 at Siniloan, Laguna.



HERMAN ZAMORA BASBAÑO

Principal/Grantor


JHINFLO RUAZOL TOBIAS
Attorney-in-fact

SIGNED IN THE PRESENCE OF:


Andrea Manalo Serdan
Mabitac, Laguna


Bernadeth Selleza Ribuya
Mabitac, Laguna

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in the Province of Laguna, this February 20, 2023 personally came and appeared:

Herman Zamora Basbaño

NAME	CTC/ID No.	Issued On/At:
Herman Zamora Basbaño	TIN: 123-268-821-000	Makati City
Jhinflor Ruazol Tobias	Driver License: D12-16-001201	LTO

known to me and to me known to be the same person who executed the foregoing Special Power of Attorney consisting (2) pages including this page where the acknowledgement is written and acknowledgement before me as her free and voluntary act and deed and avowed under penalty of the law that the same are true and correct of her own personal knowledge.

Herman Zamora Basbaño

WITNESS MY HAND AND SEAL, this FR 20 2023 at Siniloan, Laguna.

DOC. NO. 52
 PAGE NO. 12
 BOOK NO. 0271
 SERIES OF 2023

NOTARY PUBLIC
FEDERICO J. BELLOSILLO, JR.
 Notary Public
 Until December 31, 2024
 PTR No. 1238708/2023/01/03/Laguna
 IBP Lifetime No. 03399
 Roll No. 33951
 Allance Inc. VII-0027708/04-14-2025

Jhinflor Ruazol Tobias

Herman Zamora Basbaño



PASIG

PROCUREMENT MANAGEMENT OFFICE

ANNEX "B"

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	09 May 2023
Project Title	Lease of Venue for the Pasig City Youth Summit 2023 – Local Youth Development Office
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
RFQ No.	100-23-03-580
Approved Budget for the Contract	Nine Hundred Ninety Seven Thousand Five Hundred Pesos (Php 997,500.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than <u>10 May 2023, 1:45 PM</u> at the Bids and Awards Committee (BAC) through the Procurement Management Office (BAC Secretariat Office), <u>4th Floor, Pasig City Hall, San Nicolas, Pasig City</u> . 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	<u>10 May 2023, 2:00 PM, 7th Floor, Meeting Room, Pasig City Hall</u>
TERMS	The lease contract shall commence from 26 May 2023 to 28 May 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.7. The CITY GOVERNMENT OF PASIG reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

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: 
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 Pasig City Youth Summit 2023 under PR No. 100-23-03-580																					
TECHNICAL SPECIFICATIONS/SCOPE OF WORK																					
<p>Live-in Workshop</p> <p>Check in: 26 May 2023, 2:00 pm</p> <p>Check Out: 28 May 2023, 12:00 nn</p>																					
<p>26 May 2023 to 28 May 2023</p> <p>Number of Days: 3 days and 2 nights</p> <p>Live-in for 150 pax</p> <p>Desired Venue: Any Hotel within Laguna</p>																					
<p>Type of accommodation:</p> <ul style="list-style-type: none"> ➤ Double occupancy rooms with own toilet and bath ➤ Well- ventilated, air-conditioned group occupancy rooms, with own toilet and bath, inclusive of breakfast from 27 to 28 May 2023 ➤ Use of conference room from 7:00 Am to 7:00 Pm that can comfortably accommodate at least 150 pax; with free use of unlimited, stable internet connection; audio-visual equipment (at least three (3) microphones), and at least one (1) LCD projector and screen, and tables and chairs in classroom set up. ➤ Must be within province of Laguna ➤ Must have safety seal and allow entry only to vaccinated individuals. 																					
<p>Meals Requirements</p> <ul style="list-style-type: none"> ➤ First Meal: 26 May 2023, AM Snacks ➤ Last Meal: 28 May 2023 Lunch ➤ Food: Lunch and Dinner served buffet style and AM snacks PM snacks served plated style for 150 pax for all 3 days at the conference room. Breakfast for May 27-28 May, 2023 ➤ Snacks for social night for May 27, 2023 <p>Menu must be approved by the end-user</p> <ul style="list-style-type: none"> • Breakfast: breakfast buffet by hotel • AM and PM snacks: Sandwiches, pastries and/or pasta with drinks • Lunch and Dinner: 3 main dish (fish, Chicken/pork/beef, Vegetables), soup, bread, rice, dessert with drinks ➤ Free flowing coffee, tea and water for three (3) days at the conference venue <table border="1" data-bbox="282 2018 959 2292"> <thead> <tr> <th>MEALS</th> <th>26 May</th> <th>27 May</th> <th>28 May</th> </tr> </thead> <tbody> <tr> <td>Breakfast</td> <td></td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> </tr> <tr> <td>AM Snacks</td> <td style="text-align: center;">✓</td> <td></td> <td></td> </tr> <tr> <td>Lunch</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> </tr> <tr> <td>PM Snacks</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> <td></td> </tr> </tbody> </table>	MEALS	26 May	27 May	28 May	Breakfast		✓	✓	AM Snacks	✓			Lunch	✓	✓	✓	PM Snacks	✓	✓		
MEALS	26 May	27 May	28 May																		
Breakfast		✓	✓																		
AM Snacks	✓																				
Lunch	✓	✓	✓																		
PM Snacks	✓	✓																			

Dinner		✓		
Other Requirements:				
<ul style="list-style-type: none"> ◦ Maintaining cleanliness function hall, restrooms, sleeping quarters, hallway, coffee/tea area and dining area ◦ With 24-hour security, front-desk and housekeeping service 				
FINANCIAL PROPOSAL				
Name of Project	Grand Total Cost for the Lease of Venue			
Lease of Venue for the Pasig City Youth Summit 2023	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). The nature of business as stated in the Mayor's/Business Permit should at the very least be similar or related to the project to be bid.
2. Latest Income or Business Tax Returns filed and paid through the BIR Electronic Filing and Payment System (EFPS).

In accordance with Revenue Regulation No. 3-2005, the above-mentioned tax returns shall refer to the following:

- Latest Income Tax Return (ITR) - For participants already with an Annual ITR, latest ITR shall refer to the ITR for the preceding Tax Year be it on a calendar or fiscal year. For new establishments which, therefore, have no annual ITR yet, it shall refer to the most recent quarter's ITR.
- Latest Business Tax Return - refers to the Value Added Tax (VAT) or Percentage Tax returns covering the previous six (6) months.

3. Philippine Government Electronic Procurement System (PhilGEPS) Registration Number or PhilGEPS Platinum Certificate of Registration and Membership;

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 Implementing Rules and Regulations of the Republic Act No. 9184. We further certify that we have read and agree to the Terms of Reference, if any, attached in the Request for Quotation.

We understand that the 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)*



TERMS OF REFERENCE

ANNEX "B"

PASIG CITY YOUTH SUMMIT 2023

P.R. NO. 100-23-03-580

Activity Title: Pasig City Youth Summit 2023

Date of Activity	Est Number of Pax	Number of Days	Unit Cost	Budget Estimates
May 26-28, 2023	150 pax	3D/2N	Php 6,650.00	Php 997,500.00

- I. **Number of Days:** 3 days and 2 nights
- II. **Desired Venue:** Any hotel within Laguna that can accommodate board and lodging for 150 pax; with conference rooms
- III. **Type of Accommodation:** Double occupancy rooms with own toilet and bath
 - a. Check in: May 26, 2:00 p.m.
 - b. Check out: May 28, 12:00 n.n.
 - c. 3D/2N board and lodging for 150 pax, well-ventilated, air-conditioned group occupancy rooms, with own toilet and bath, inclusive of breakfasts from 27-28 May 2023
 - d. Use of a conference room from 7:00 a.m. to 7:00 p.m. that can comfortably accommodate at least 150 pax; with free use of unlimited, stable internet connection; audio-visual equipment (at least three [3] microphones), and at least one (1) LCD projector and screen, and tables and chairs in classroom-set up.
 - e. Must be within Province of Laguna
 - f. Must have Safety Seal and allow entry only to vaccinated individuals
- IV. **Meal Requirements**
 - a. **First meal:** May 26, 2023 AM Snacks
 - b. **Last meal:** May 28, 2023 Lunch
 - c. **Food:** lunch, and dinner served buffet-style and AM snacks PM snacks served Plated style for 150 pax for all 3 days at the conference room. Breakfast for May 27-28, 2023.
 - d. Snacks for Social Night for May 27, 2023
 - e. Menu must be approved by the end-user.
 - i. Breakfast: Breakfast buffet by hotel
 - ii. AM and PM snacks: sandwiches, pastries and/or pasta with drinks
 - iii. Lunch and dinner: 3 main dish (fish, chicken/pork/beef, vegetables), soup, bread, rice, dessert with drinks
 - f. Free-flowing coffee, tea and water for three (3) days at the conference venue

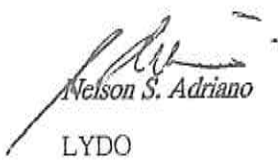


Date	Breakfast	AM Snacks	Lunch	PM Snacks	Dinner
May 26		X	X	X	X
May 27	X		X	X	X
May 28	X		X		

V. Other Requirements

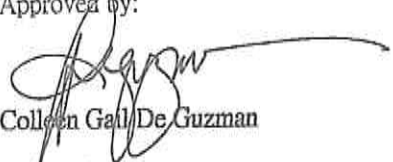
- a. Maintain cleanliness of function hall, restrooms, sleeping quarters, hallway, coffee/tea area and dining area
- b. With 24-hour security, front desk and housekeeping service

Prepared by:


Nelson S. Adriano

LYDO

Approved by:


Colleen Gail De Guzman

Officer-In-Charge

Local Youth Development Office