

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. **100-23-04-716** for the **Lease of Venue for the Community Based Disaster Risk Reduction and Management (CBDRRM) Training Course (Batch 1 and Batch 2) – Pasig City Disaster Risk Reduction and Management Office** from 06 to 08 September 2023 and 20 to 22 September 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 three (3) potential lessors responded;

WHEREAS, on 22 May 2023, the LESSEE, through its BAC, conducted negotiation and evaluation and found the LESSOR's quotation to be responsive;

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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 **One Million Six Thousand Pesos (Php 1,006,000.00)**;

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 06 to 08 September 2023 and 20 to 22 September 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 **One Million Six Thousand Pesos (Php 1,006,000.00)**.

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

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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 07 JUN 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
100-2023-64-0047-1999

Funds Available:


MS. MARITA A. CALAJE
City Treasurer

Recommending Approval:


BRYANT MERYLL RUIZ Q. WONG
City Gov't. Dept. Head II (CDRRMO)

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 JUN 07 2023, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
RONALD DENNIS JIMENEZ	<u>FIN</u> 286-002-712-050	

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. 2
Page No. 2
Book No. 141
Series of 2023

FERDINAND B. AYALAO
Notary Public
For Pasig City, Calabarzon and San Juan City
Appointment No. 108 (2022-2023) valid until 12/31/2023
MCLE Exemption No. VII-BEP003719 valid until 04/14/25
Roll No. 46377; IBP LIFETIME NO. 09659; OR 835886; 08/21/2001
TIN 123-011-000-000-000000; 01/06/23; Pasig City
Unit 5, West Tower, 15th, Greenhills Road
Ortigas Center, Pasig City Tel. +632-86314090

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of JUN 22 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. 101
Page No. 22
Book No. 27
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

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

Annex "A"

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. 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. AYABAO~~
~~Notary Public~~
Appointment No. 184 (2020-2021)
Extended Until June 30, 2022
For Pasig City, Pateros and San Juan City
Roll No. 46377; MCLE Exemption No. VII-BEP003719; 03-24-22
IBP URN 02459; O.R. No. 535000; 06-23-2001
TIN 123-911-785; PTR 9129984; 01-03-02; Pasig
Unit 5, C/F West Tower FSB Bldg., Exchange Road
Ortigas Center, Pasig City Tel. 0285452021



REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	19 May 2023
Project Title	Lease of Venue for the Community Based Disaster Risk Reduction and Management (CBDRRM) Training Course (Batch 1 and Batch 2) – Pasig City Disaster Risk Reduction and Management Office
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
RFQ No.	100-23-04-716
Approved Budget for the Contract	One Million Four Hundred Eighty Two Thousand Pesos (Php 1,482,000.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than <u>22 May 2023, 1:45 PM</u> at the Bids and Awards Committee (BAC) through the Procurement Management Office (BAC Secretariat Office), <u>4th Floor</u> , 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	<u>22 May 2023, 2:00 PM</u> , 7 th Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall commence from <u>06 to 08 September 2023 and 20 to 22 September 2023</u>
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. 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.


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

Caruncho Avenue, Barangay San Nicolas, Pasig City 1600 Metro Manila



Description of Service Requirement	Offered Technical Proposal Please fill in with either: "Comply" or "Not Comply"
Lease of Venue for the Community Based Disaster Risk Reduction and Management (CBDRRM) Training Course (Batch 1 and Batch 2) under PR No. 100-23-04-716	
TECHNICAL SPECIFICATIONS/SCOPE OF WORK	
Target dates: Batch 1: 06 to 08 September 2023 (60 pax) Batch 2: 20 to 22 September 2023 (60 pax)	
Location/Desire Venue Outside Pasig City Hall, within Metro Manila Type of Accommodation: Live in seminar with twin sharing accommodation	
Board and Lodging (Full Board) <input checked="" type="checkbox"/> Twin Sharing rooms, sanitized beddings, rooms and restroom <input checked="" type="checkbox"/> Air-conditioned <input checked="" type="checkbox"/> 24 hours hot and cold shower	
Batch 1: 06 to 08 September 2023 Arrival: Day 0: <u>05 September 2023</u> <ul style="list-style-type: none"> • 2:00 PM (Tuesday) for 10 pax Day 1: <u>06 September 2023</u> <ul style="list-style-type: none"> • 2:00 PM (Wednesday) for 50 participants Room Check out: Day 3: <u>08 September 2023</u> <ul style="list-style-type: none"> • 12:00 NN (Friday) Batch 2: 20 to 22 September 2023 Arrival: Day 0: <u>19 September 2023</u> <ul style="list-style-type: none"> • 2:00 PM (Tuesday) for 10 pax Day 1: <u>20 September 2023</u> <ul style="list-style-type: none"> • 2:00 PM (Wednesday) for 50 participants Room Check out: Day 3: <u>22 September 2023</u> <ul style="list-style-type: none"> • 12:00 NN (Friday) 	
Function Room Requirements <ul style="list-style-type: none"> • Free flowing coffee and tea • Use of function hall for the duration of the training (at least 12 hours per day) and must be spacious enough to meet minimum health standards for 50 persons; classroom set-up for tables and chairs with secretariat tables and chairs at the back 	

- Availability of extension cords, audio visual equipment with at least 4 microphones and stand-by personnel/ technician from the hotel
- Projector and projector screen
- 2 whiteboard and easel stand (or any similar stand)
- Allow the working team to set up the venue the afternoon or night before the morning of day 1.

Meals Requirements:

MEALS	Day 0	Day 1	Day 2	Day 3
Breakfast		✓	✓	✓
AM Snacks		✓	✓	✓
Lunch		✓	✓	✓
PM Snacks		✓	✓	✓
Dinner	✓	✓	✓	

- AM and PM Snacks: Any light food with drinks
- Breakfast: Typical Filipino breakfast with a choice of plain rice, fried rice and bread
- Lunch and Dinner: 3 viands with a combination of vegetables and fish and choice of meat (chicken, beef, pork), soup, rice, dessert and drink

Other Requirements:

- With available free parking enough for the participants
- With 24-hour security, front-desk and housekeeping service
- Provision of backdrop for the activity with the program title
- Maintaining cleanliness function hall, restrooms, sleeping quarters, hallway, coffee/tea area and dining area
- Breakout rooms

FINANCIAL PROPOSAL

Name of Project	Grand Total Cost for the Lease of Venue
Lease of Venue for the Community Based Disaster Risk Reduction and Management (CBDRRM) Training Course (Batch 1 and Batch 2)	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

A. PROCUREMENT TITLE

2 batches 3 day Community-Based Disaster Risk Reduction and Management (CBDRRM) Training Course

Target Dates:

- Batch 01 September 6-8 2023
Batch 02 September 20-22, 2023

B. LOCATION/ DESIRED VENUE

Outside Pasig City Hall within Metro Manila

C. TYPE OF ACCOMMODATION

Live-in seminar with twin sharing accommodation

I. Board and Lodging

- Twin sharing rooms, Sanitized beddings, rooms and restroom
Air-conditioned
24 hours hot and cold shower
Arrival
Batch 01
Day 0: September 5, 2023 (Tuesday) at 2:00pm for 10pax
Day 1: September 6, 2023 (Wednesday) at 2:00pm for 50participants
Check-out
Day 3: September 8, 2023 (Friday) at 12:00noon for 60 persons
Arrival
Batch 02
Day 0: September 19, 2023 (Tuesday) at 2:00pm for 10pax
Day 1: September 20, 2023 (Wednesday) at 2:00pm for 50participants
Check-out
Day 3: September 22, 2023 (Friday) at 12:00noon for 60 persons

II. Function Room

- Free flowing coffee and tea
Use of Function hall for the duration of the training (at least 12 hrs per day) and must be spacious enough to meet minimum health standards for 50 persons; Class room set-up for tables and chairs with secretariat tables and chair at the back
Availability of extension cords, audio visual equipment with at least 4 microphones and stand-by personnel/ technician from the hotel
Projector and projector screen
2 Whiteboard and 4 Easel Stand (or any similar stand)
Allow the working team to set up the venue the afternoon or night before the morning of Day 1

III. Meal

Table with 6 columns: Breakfast, AM Snack, Lunch, PM Snack, Dinner. Rows include Day 0 (10 pax), Day 1 (60 pax), Day 2 (60 pax), and Day 3 (60 pax) with meal status indicators (x or checkmarks).

Handwritten signature




- AM and PM Snack Any light food with drinks
- Breakfast: Typical Filipino Breakfast with a choice of plain rice, fried rice and bread
- Lunch and dinner: 3 Viands with a combination of vegetable and fish and choice of meat (chicken, beef, pork), soup, rice, dessert and drink

IV. Other

- With available free parking enough for the participants
- With 24 hour security, front desk and housekeeping services
- Provision of backdrop for the activity with the program title
- Maintaining of cleanliness of function hall, restrooms, hallway, and dining area
- Breakout rooms

Prepared by:


BRYANT MERYLL RUIZ Q. WONG, RN, EMT, MPM
City Government Department Head II 