

## 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 -

**LARESIO LAKESIDE RESORT AND SPA**, a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at Alviar Compound, Tadalac, Los Baños, Laguna, herein represented by **JOSEPH CARMELO C. LUNOD**, 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. **100-23-04-724** for the **Lease of Venue for the Capacity Development and Sensation Training on the Implementation of Balay Silangan (PCADA0)** from 15 to 16 June 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 26 May 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 Laresio Lakeside

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Resort and Spa;

**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 Hundred Twelve Thousand Nine Hundred Eighty Pesos (Php 112,980.00)**;

**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 15 to 16 June 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 **LARESIO LAKESIDE RESORT AND SPA** 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 Hundred Twelve Thousand Nine Hundred Eighty Pesos (Php 112,980.00)**.

### **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

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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 09 JUN 2023  
day of \_\_\_\_\_, 2023 at Pasig City.


**CITY OF PASIG**

**LARESIO LAKESIDE  
RESORT AND SPA**

By:

By:

  
**HON. VICTOR MA. REGIS N. SOTTO**  
City Mayor

  
**JOSEPH CARMELO C. LUNOD**  
Authorized Representative


**WITNESSES:**

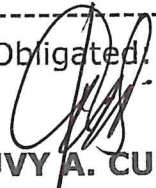
(Printed Name and Signature)

(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  
100-2023-04-0294-1032

Funds Available:

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

Recommending Approval:

  
**ZENAIDA O. CONCEPCION**  
Private Secretary II

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
City of \_\_\_\_\_ ) S.S.

BEFORE ME, a Notary Public for and in the City of PASIG CITY, on this day of JUN 09 2023, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
<b>JOSEPH CARMELO C. LUNOD</b>	passport P9373383A	31-Oct-2018 30-Oct-2028

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. 106  
Page No. 23  
Book No. 26  
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 JUN 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. 141  
Page No. 30  
Book No. 26  
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. 100-23-04-724**

SECRETARY'S CERTIFICATE

I, STELLA MARIS T. LUNOD, of legal age, Filipino, resident of 145 Daan Estacion, Brgy. San Jose, Bulakan, Bulacan after having been sworn to in accordance with law hereby depose and state:

1. I am the duly elected and qualified Corporate Secretary of **LARESIO LAKESIDE RESORT AND SPA, INC.**, a corporation duly organized and existing under and by virtue of the Republic of the Philippines, with principal office at Alviar Compound, Purok 1-B, Brgy. Tadalac, Los Banos, Laguna;
2. That in a Special Meeting of the Board of Directors held on July 31, 2022 at the principal office address of the business it is hereby resolved that **JOSEPH CARMELO C. LUNOD**, President and Chief Executive Officer is authorized to act on behalf of the corporation on the matter of any and all transactions, agreements and contracts being entered into by the Corporation with any private and government entities.
3. BE IT RESOLVED FURTHER, as they hereby authorized to transact, sign, execute, any and all documents necessary with regards to any and all transactions entered into for and on behalf of the Corporation.

Done at LOS BAÑOS, LAGUNA, this JAN 05 2023, 2023.

*Stella Maris T. Lunod*  
STELLA MARIS T. LUNOD  
Corporate Secretary

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of JAN 05 2023, 2023 at

~~LOS BAÑOS, LAGUNA~~

Doc. No. 294 ;  
Page No. 62 ;  
Book No. 82 ;  
Series of 2023.

*[Signature]*  
ATTY. ALDRIN LINCOLN P. DANON, MBA  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2024  
BAR NO. 184074 / 07-03-2023 / BAY, LAGUNA  
LIFE LIFETIME NO. 018806  
NOT COM NO 28-2023 C  
ROLL NO. 68755



PASIG

ANNEX " B "

PROCUREMENT MANAGEMENT OFFICE

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	25 May 2023
Project Title	Lease of Venue for the Capacity Development and Sensation Training on the Implementation of Balay Silangan (PCADAO) – Anti Drug Abuse Council of Pasig
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
RFQ No.	100-23-04-724
Approved Budget for the Contract	One Hundred Twelve Thousand Nine Hundred Eighty Pesos (Php 112,980.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than <u>26 May 2023, 1:45PM</u> at the Bids and Awards Committee (BAC) through the Procurement Management Office (BAC Secretariat Office), <u>4<sup>th</sup> 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>26 May 2023, 2:00 PM</u> , 7 <sup>th</sup> Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall commence from <u>15 June 2023 to 16 June 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



Description of Service Requirement	Offered Technical Proposal Please fill in with either: "Comply" or "Not Comply"
Lease of Venue for the Capacity Development and Sensation Training on the Implementation of Balay Silangan (PCADAO) under PR No. 100-23-04-724	
<b>TECHNICAL SPECIFICATIONS/SCOPE OF WORK</b>	
<p>15 June 2023 to 16 June 2023</p> <p>Number of Days: 2 days</p> <p>Desired venue and/or Venue: Outside Pasig City, Around Laguna</p> <p>Type of Accommodation: Live-in for 30 pax</p>	
<p>15 June 2023 to 16 June 2023</p> <p><b>Board and Lodging (Full Board)</b></p> <ul style="list-style-type: none"> <li>➤ Ten (10) room unit/ 3 pax per room</li> <li>➤ Fully air-conditioned rooms</li> <li>➤ Parking areas</li> </ul>	
<p><b>Function Room Requirements</b></p> <ul style="list-style-type: none"> <li>• LCD projectors</li> <li>• Wi-Fi Access</li> <li>• Basic Sound System</li> <li>• 8 Hours use of Function hall</li> </ul>	
<p><b>Meals Requirements:</b></p> <p>Meal Plan : Plated and Buffet</p> <p>Breakfast, AM snack, Lunch, PM snack and Dinner</p> <ul style="list-style-type: none"> <li>• Breakfast: Rice, 1 Hot Item (Hotdog or tocino or tapa or longganisa), egg item, and free flowing coffee/juice</li> <li>• Lunch and Dinner: 2 Meat dishes, 1 veggies dish, 1 soup, rice, drinks &amp; dessert</li> </ul>	
<b>FINANCIAL PROPOSAL</b>	
<b>Name of Project</b>	<b>Grand Total Cost for the Lease of Venue</b>
<p>Lease of Venue for the Capacity Development and Sensation Training on the Implementation of Balay Silangan (PCADAO)</p>	<p>PhP _____</p> <p>(Amount in Figures)</p>
	<hr/> <hr/>
	<p>(Amount in words of Grand Total Cost)</p>



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**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.

Conforms:



\_\_\_\_\_  
Signature over printed Name

\_\_\_\_\_  
Position

Duly authorized to sign quotation/offer for and on behalf

of \_\_\_\_\_ *(Please indicate name of company)*

**TERMS OF REFERENCE**  
**Technical Specifications**

Activity Title	Capacity Development and Sensation Training on the Implementation of Balay Silangan
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DATE OF ACTIVITY	Estimated Number of Paxs	Number of Days	Unit Cost	Total Estimated Budget
June 15 & 16, 2023	30 Participants	2 days – Rooms and Food Accommodation	Php 3,766.00 / per pax	Php 112, 980.00

- I. Number of Days 2  
 II. Desired Venue and/or Venue Outside Pasig City, around Laguna  
 III. Type of Accommodation: Live-in 30 pax

A) Board of Lodging (Full Board) (Venue and Room Accommodation) 30 pax

- 10 room unit / 3 pax per room
- Fully Aircon Rooms
- Parking Areas
- Function Room:
  - LCD Projector
  - Wi-fi Access
  - Basic Sound System
  - 8 hours use of function hall
- Meal Plan: 30 pax

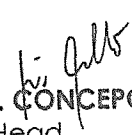
Breakfast: Rice, 1 Hot Item (Hotdog or Tocino or Tapa or Longganisa), Egg Item, and free flowing coffee/Juice

Lunch and Dinner: 2 meat dishes, 1 veggies dish, 1 soup, Rice, Drinks & Dessert

Prepared by:

  
 ADONIS J. APOLO  
 PCADAO, Staff

Noted by:

  
 ZENAIDA O. CONCEPCION  
 PCADAO, Head