

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 -

CJ MORONG, INC. (CORALVIEW BEACH AND DIVE RESORT), a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at Nagbalayong, Morong, Bataan, herein represented by **ANJENICA BUGAY - GARCIA**, Marketing Officer 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. 100-23-05-1215 for the the **Lease of Venue for the Capability Building Seminar Workshop** for the Office of the Vice Mayor from June 14, 2023 to June 16, 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 09 June 2023, the LESSEE, through its BAC, conducted negotiation and evaluation and found the LESSOR's quotation to be responsive;

CONTRACT NO. 100-23-05-1215

WHEREAS, the **LESSOR** thus offered for lease to the **LESSEE** a venue, accommodations, function room, equipment, and meals in Coralview Beach and Dive Resort;

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 **Seven Hundred Fifty Eight Thousand Nine Hundred Pesos (Php 758,900.00)**;

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 June 14, 2023 to June 16, 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 **CJ MORONG, INC. (CORALVIEW BEACH AND DIVE RESORT)** 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 **Seven Hundred Fifty Eight Thousand Nine Hundred Pesos (Php 758,900.00)**.

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.

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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 3 JUN 2023 day of _____, 2023 at Pasig City.

CITY OF PASIG

CJ MORONG, INC. (CORALVIEW BEACH AND DIVE RESORT)

By:

By:


HON. VICTOR MA. REGIS N. SOTTO
City Mayor


ANJENICA BUGAY - GARCIA
Marketing Officer

WITNESSES:

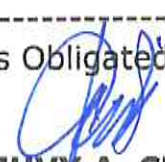
(Printed Name and Signature)

(Printed Name and Signature)

Funds Appropriated:

Funds Obligated:


MS. MARTINELLI A. SANTIAGO
OIC - City Budget Office


MS. JUVY A. CUENCO
City Accountant
100-2023-05-0031-1016

Funds Available:

Recommending Approval:


MS. MARITA A. CALAJE
City Treasurer


HON. ROBERT E. JAWORSKI JR.
City Vice Mayor

CONTRACT NO. 100-23-05-1215

ACKNOWLEDGMENT

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 JUN 13 2023 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
ANJENICA BUGAY-GARCIA	DRIVER'S LICENSE C02-17-000975	2021 01 07 - 2026 01 12

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. 331
Page No. 08
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 NO. VII-0030173
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.

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ATTY. CARLOS C. ABESAMIS
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CONTRACT NO. 100-23-05-1215

SECRETARY'S CERTIFICATE

I, Jayme Luis Pineda, Filipino citizen, of legal age, being duly qualified and incumbent Corporate Secretary of CJ MORONG INC., a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at Coralview Beach Resort, Sitio Panibatuhan, Nagbalayong, Morong, Bataan (the "Corporation"), do hereby certify that:

At a meeting of the Board of Directors of the Corporation held on January 2, 2023 at Morong, Bataan, at which a quorum was present and acting throughout, the following resolutions were unanimously approved:

RESOLVED, LIKEWISE, that the Corporation hereby ratifies and confirms that the authorized signatories (the "Authorized Signatories") of the Corporation for drafting and validating proposals of, for and on behalf of the Corporation are as follows;

Name	Position/Title	Specimen Signature
Anjenica Bugay – Garcia	Marketing Officer	
Camille Lopez	Marketing Officer	

JUN 06 2023

IN WITNESS WHEREOF, I have signed this certificate on this _____ at PASIG CITY Philippines.


Jayme Luis Pineda
Corporate Secretary

SUSCRIBED AND SWORN to before me this JUN 06 2023 at PASIG CITY

affiant exhibiting to me his Driver's License No. N01-04-005879 expiring on May 26, 2024.

Doc. No. 41 ;
Page No. 10 ;
Book No. 210 ;
Series of 2023.

ATTY. CARLOS C. ABESAMIS
Notary Public-Pasig City
Until December 31, 2023
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ANNEX "B"

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	08 June 2023
Project Title	Lease of Venue for the Capability Building Seminar Workshop - Office of the Vice Mayor
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
RFQ No.	100-23-05-1215
Approved Budget for the Contract	Eight Hundred Forty Thousand Pesos (Php 840,000.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later <u>09 June 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	09 June 2023, 2:00 PM, 7 th Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall commence from June 14 2023 to June 16, 2023
NOTES	<ol style="list-style-type: none"> Lessor shall submit their offer/quotation through their duly authorized representatives Quotations submitted exceeding the Approved Budget for the Contract (ABC) shall be rejected. The prices quoted are to be paid in Philippine Currency. All prices quoted are subject to all Philippine Tax Statutes. Award of contract shall be made to the lowest quotation which complies with the technical specifications and other terms and conditions stated herein. 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. 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



A

Description of Service Requirement	Offered Technical Proposal Please fill in with either: "Comply" or "Not Comply"																
Lease of Venue for the Capability Building Seminar Workshop - Office of the Vice Mayor under PR No. 100-23-05-1215																	
TECHNICAL SPECIFICATIONS/SCOPE OF WORK																	
<p>June 14-16, 2023</p> <p>Number of Days: 3 days</p> <p>Desired Venue and/or Function: outside Metro Manila- Morong, Bataan</p> <p>Live-in for 70 pax</p> <p>Type of Accommodation:</p> <ul style="list-style-type: none"> • <u>Board and Lodging (Full Board)</u> <ul style="list-style-type: none"> ○ Two (2) one-bedroom premier rooms, Ten (10) two-bedroom premier rooms, and six (6) Dormitory room good for at least 8 pax ○ Complimentary buffet breakfast for the participants ○ Complimentary bottles of mineral water per guest in guest rooms, replenish daily ○ 24- hour Hot and Cold Shower ○ Free access and use of the pool, and other amenities ○ Sanitized beddings, Rooms, and Restrooms • Arrival : 8:00 AM (June 14, 2023) • Check-out Time : 12:00 NN (June 16, 2023) • <u>Function Room/ Venue of the Seminar</u> <ul style="list-style-type: none"> ○ Can accommodate 70 participants, flexible for group activities/ workshop ○ Well-lighted and well-ventilated ○ Availability of audio-visual equipment with stand- by assistant: <ul style="list-style-type: none"> ➤ Use of LCD projector with screen ➤ Use of the whiteboard with a whiteboard pen & eraser ➤ Complete set of sound system ➤ At least six (6) extension cords ➤ At least four (4) wireless microphones with two (2) microphone stand and ➤ Lectern ○ Unlimited access to the Internet/ Wi-Fi in all areas of the venue ○ Use of Function Room at least eight (8) hours per day ○ Function Room Set- up: Classroom Type ○ Three (3) tables for the secretariat (Registration area) ○ Mints, paper and pencil 																	
<p>Meals Requirements:</p> <p>First Meal: June 14, 2023, AM Snack</p> <p>Last Meal: June 16, 2023, Lunch</p> <table border="1" data-bbox="393 1731 948 1919"> <thead> <tr> <th>MEALS</th> <th>Day 1</th> <th>Day 2</th> <th>Day3</th> </tr> </thead> <tbody> <tr> <td>AM Snack</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</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 Snack</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> <td></td> </tr> </tbody> </table>	MEALS	Day 1	Day 2	Day3	AM Snack	✓	✓	✓	Lunch	✓	✓	✓	PM Snack	✓	✓		
MEALS	Day 1	Day 2	Day3														
AM Snack	✓	✓	✓														
Lunch	✓	✓	✓														
PM Snack	✓	✓															

Dinner	✓	✓			
<ul style="list-style-type: none"> • For lunch and dinner: 3 main dishes (fish; choice of meat: chicken, pork, or beef; and vegetables), soup, rice, dessert, drinks • AM and PM Snacks: sandwich or pasta; with drinks • Free flowing coffee and/or tea • Other Requirements: <ul style="list-style-type: none"> ○ Maintaining cleanliness- function hall, restrooms, sleeping quarters, hallway, coffee/tea area, and dining area ○ Provision for a backdrop for activity (tarpaulin) ○ With parking area for at least Ten (10) vehicles ○ With 24- hour security, front-desk, and housekeeping services. 					
FINANCIAL PROPOSAL					
Name of Project			Grand Total Cost for the Lease of Venue		
Lease of Venue for the Capability Building Seminar Workshop- Office of the Vice Mayor under PR No. 100-23-05-1215			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.sppb.gov.ph/assets/forms/Omnibus%20Sworn%20Statement\(Revised\).docx](https://www.sppb.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)



ANNEX "B"

TERMS OF REFERENCE
Technical Specification

Activity Title: ORGANIZATIONAL STRENGTHENING: Capability Building
Equipping the Office of the Vice Mayor through strategic upskilling and delivering skills for the City of Pasig.

Purpose: Improving the capacity of the OVM staff will create a new dynamic of engagement that leads to good governance. Improved local governance requires each staff of OVM to be responsive, responsible and socially accountable.

DATE OF ACTIVITY	Estimated Number of Pax	Number of Days
June 14-16, 2023	70 Pax	3 Days of food, accommodation, and use of the venue

- I. Number of Days: 3 Days
- II. Desired Venue and/or Function: outside Metro Manila – Morong Bataan
- III. Live-In for 70pax
- IV. Type of Accommodation:

- Board and Lodging (Full Board)
 - Two (2) one-bedroom premier rooms, Ten (10) two-bedroom premier rooms, and Six (6) Dormitory Room good for at least 8 pax
 - Complimentary buffet breakfast for the participants
 - Complimentary bottles of mineral water per guest in guest rooms, replenished daily
 - 24-Hours Hot and Cold Shower
 - Free access and use of the pool, and other amenities
 - Sanitized Beddings, Rooms, and Restrooms
 - Arrival : 8:00 AM (June 14, 2023)
 - Check-Out Time : 12:00 NN (June 16, 2023)
- Function Room/Venue of Seminar
 - Can accommodate 70 participants, flexible for group activities/workshop
 - Well-lighted and well-ventilated
 - Availability of audio-visual equipment with a stand-by assistant:
 - Use of LCD projector with screen
 - Use of the whiteboard with a whiteboard pen & eraser
 - Complete set of sound system
 - At least six (6) extension cords





- At least four (4) wireless microphones with two (2) microphone stands, and
- Lecter
- Unlimited access to the internet/WIFI in all areas of the venue
- Use of Function Room at least eight (8) hours per day.
- Function Room Set-up: Classroom type
- Three (3) tables for the secretariat (Registration Area)
- Mints, paper, and pencil
- Meal Requirements
 - First Meal: June 14, 2023 AM snack
 - Last Meal: June 16, 2023 Lunch

MEALS	Day 1	Day 2	Day 3
AM Snack	✓	✓	✓
Lunch	✓	✓	✓
PM Snack	✓	✓	
Dinner	✓	✓	

- For Lunch and dinner: 3 main dishes (fish; choice of meat: chicken, pork or beef; and vegetables), soup, rice, dessert, drinks
- AM and PM Snacks: Sandwich or Pasta; with drinks
- Free-flowing coffee and/or tea
- Other Requirements
 - Maintaining cleanliness-function hall, restrooms, sleeping quarters, hallway, coffee/tea area, and dining area
 - Provision for a backdrop for the activity (tarpaulin)
 - With a parking area for at least Ten (10) vehicles
 - With 24-hour security, front-desk, and housekeeping services.

Prepared By


 ROBERT "DODO" B. JAWORSKI, JR.
 City Vice Mayor