

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 L. 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. **100-23-04-696** for the **Lease of Venue for the Writeshop on First Pasig City Research Journal** for the **Education Unit** from **June 21 to 22, 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 two (2) potential lessors responded;

WHEREAS, on 26 May 2023, the LESSEE, through its BAC, conducted negotiation and evaluation and found the LESSOR's quotation to be responsive;

CONTRACT NO.100-23-04-696

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 **Two Hundred Ninety Seven Thousand Pesos (Php 297,000.00)**;

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 21 to 23 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 **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 **Two Hundred Ninety Seven Thousand Pesos (Php 297,000.00)**.

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.100-23-04-696

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 15 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 L. 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
200-2023-64-0057-3999

Funds Available:

MS. MARITA A. CALAJE
City Treasurer

Recommending Approval:

SHERYLL T. GAYOLA
School Division Superintendent

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 15 2023, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
RONALD DENNIS L. JIMENEZ	^{TIN} 286-022-712-078	

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. 237
Page No. 49
Book No. 144
Series of 2023

FERDINAND D. AYALAO
Notary Public
For Pasig City, Davao and San Juan City
Appointment No. 108 (2022-2023) valid until 12/31/2023
MCLE Exemption No. VII-BEP005716 valid until 06/14/25
Roll No. 46377; IBP LBN 02459; OR 233880; 06/21/2001
TIN 123-011-785; PPI 0161885, 01/06/23; Pasig City
Unit 5, West Tower PSE, Exchange 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 20 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. 417
Page No. 85
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.100-23-04-696

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 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 2022 day of JUNE at PASIG CITY.


FERNANDO H. MURO
Assistant Corporate Secretary

SUBSCRIBED AND SWORN to before me this JUN 16 2022 day of JUNE, 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. 01;
Book No. 104;
Series of 2022.

~~ATYCE WIKELINSAPAY N. ANATELO~~
~~Notary Public~~
~~Appointment No. 084 (2020-2021)~~
~~Ex. No. 084 (2020-2021)~~
~~Ex. No. 084 (2020-2021)~~
~~Exemption No. WEREP083719, 08-24-21~~
~~Notary Office: 11th Floor, 11th Street, Ortigas Center, Pasig City, Metro Manila~~
~~Ortigas Center, Pasig City, Metro Manila~~



REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	22 May 2023
Project Title	Lease of Venue for the Writeshop on First Pasig City Research Journal - Education Unit
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
RFQ No.	100-23-04-696
Approved Budget for the Contract	Three Hundred Thousand Pesos (Php 300,000.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than 26 May 2023, <u>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	26 May 2023, 2:00 PM, 7 th Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall commence from June 21, 2023 to June 23, 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.


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

<p align="center">Description of Service Requirement</p>	<p align="center">Offered Technical Proposal</p> <p align="center">Please fill in with either: "Comply" or "Not Comply"</p>
<p align="center">Lease of Venue for the Writeshop on First Pasig City Research Journal - Education Unit under PR No. 100-23-04-696</p>	
<p align="center">TECHNICAL SPECIFICATIONS/SCOPE OF WORK</p>	
<p>I. Date of Event:</p> <p>June 21-23, 2023 Day 1- June 21,2023 Last Day- June 23, 2023 Total of 3 days</p> <p>II. Location and Site Condition:</p> <p>Venue must be located within National Capital Region</p>	
<p>III. Accommodation:</p> <ol style="list-style-type: none"> 1. Full Board Meals 2. Twin/Triple sharing (separate beds, no sharing of bed) for room accommodation (ensuring that the room is big enough so as not to restrict the movement of the occupants, and for compliance to health protocols), working table and chairs per participant inside the room 3. Clean room, sanitized, including the beddings/lines and restroom 4. Provision of toiletries (towel, soap etc.). 5. 24- hour hot and cold shower 6. Check in and out details: Check in: June 21, 2023 Check out : June 23, 2023 7. Free fast and efficient Wi-Fi connection 	
<p>IV. Meals Requirements</p> <ul style="list-style-type: none"> ➤ For breakfast: 2 main dishes, choice of rice and bread with spreads, choice of coffee, chocolate and tea ➤ For lunch and dinner, 3 main dishes (fish/shrimp/meat/chicken/vegetables),dessert and drinks ➤ AM and PM Snacks: snacks with drinks ➤ Free coffee, tea and purified/ mineral water in rooms 	
<p>V. Other Requirements:</p> <ol style="list-style-type: none"> 1. Use of Air-conditioned Function Room, LCD projector, white screen, sound system with at least 5 units microphones, 5 units extension wires and operators 2. Set of tables and chairs for registration team, secretariat and medical team during the duration of the conference 3. Standby generator set in case of brownout 4. Standby waiters and technician 5. Free lobby signage and one (1) piece of tarpaulin backdrop (size: 8x12ft.) 6. Free use of service vehicle (for emergency purposes) 7. Free fast and efficient Wi-Fi connection all over the venue 	
<p align="center">FINANCIAL PROPOSAL</p>	
<p align="center">Name of Project</p>	<p align="center">Grand Total Cost for the Lease of Venue</p>
<p align="center">Lease of Venue for the Writeshop on First Pasig City Research Journal-</p>	<p align="center">PHP _____</p>



ANNEX "B"

Republic of the Philippines
Department of Education
NATIONAL CAPITAL REGION
SCHOOLS DIVISION OFFICE OF PASIG CITY

TERMS OF REFERENCE

Program/Activity/Project

LEASE OF VENUE and Accommodation (Full Board) and the Use of Hotel Amenities for the conduct of SDO Pasig City Writeshop on First Pasig City Research Journal.

Target Date: **June 21-23, 2023**

I. RATIONALE

Having a research project published in a peer-reviewed journal benefits both the researcher and the institution that hosts the journal. The research, including its scientific and practical contributions, is disseminated to others in a specific field through publication. This raises the awareness of new knowledge in their field among scientific researchers and practitioners with similar interests, thereby advancing knowledge and its application.

Getting published in higher-quality journals is more difficult, but it demonstrates expertise in a field and the ability to conduct scientifically sound research. It also reflects the academic standing of the institution that hosts the publication.

Because of this issue, the SDO Pasig will hold a writeshop at the same time conducting peer-review and evaluation of selected research papers for publication in Pasig's first research journal. The peer review process acts as a quality assurance mechanism. Before an article can be accepted for publication, it is reviewed by a board of reviewers who are experts in the field for relevance, quality, and adherence to scientific standards and the editorial standards of the journal. To help eliminate bias, peer review is performed blind (that is, without the reviewer knowing who the author is). The peer review process is typically organized by the journal's editor.

II. OBJECTIVES

To procure lease of venue with catering services for the conduct of **Writeshop on First Pasig City Research Journal.**

III. SCOPE OF WORK

Technical Requirements:

1. The SDO Pasig City Writeshop on First Pasig City Research Journal will cover a total of 40 attendees.
2. The duration of the program will be until June 21 to June 23, 2023.
3. The following are the required description of services:



Address: Caruncho Avenue, San Nicolas, Pasig City
Tel: 641-88-85, 628-28-19 Email: division.pasig2016@gmail.com

Item No.	Agency Specifications
I	DATE OF EVENT: June 21-23, 2023 Day 1 – June 21, 2023 Last Day – June 23, 2023 Total of 3 days
II	LOCATION AND SITE CONDITION: Venue must be located within National Capital Region
III	ACCOMMODATION: <ol style="list-style-type: none"> 1. Full Board Meals 2. Twin/Triple sharing (<i>separate beds, no sharing of bed</i>) for room accommodation (<i>ensuring that the room is big enough so as not to restrict the movement of the occupants, and for compliance to health protocols</i>), working table and chairs per participant inside the room 3. Clean room, sanitized, including the beddings/linens and restroom 4. Provision of toiletries (towel, soap, etc.) 5. 24-hour Hot and Cold Shower 6. Check in and out details: Check in: <i>June 21, 2023</i> Check out: <i>June 23, 2023</i> 7. Free fast and efficient WIFI connection
IV	BUFFET MEALS <ul style="list-style-type: none"> ➤ For breakfast: 2 main dishes, choices of rice and bread with spreads, choice of coffee, chocolate and tea ➤ For Lunch and Dinner: 3 main dishes (fish/shrimp/meat/chicken/vegetables), dessert and drinks ➤ AM and PM snacks with drinks ➤ Free coffee, tea and purified/mineral water in rooms
V	OTHER REQUIREMENTS <ol style="list-style-type: none"> 1. Use of Airconditioned Function Room, LCD projector, white screen, sound system with at least 5 units microphones, 5 units Extension wires and operator 2. Set of tables and chairs for registration team, secretariat and medical team during the duration of the conference 3. Standby generator set in case of brownout 4. Stand-by waiters and technician 5. Free lobby signage and one (1) piece of tarpaulin backdrop (size: 8x12 ft)


	6. Free use of service vehicle (for emergency purposes) 7. Free fast and efficient WIFI connection all over the venue
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4. Notwithstanding any provisions to the contrary, the end-user shall have the right, power, and privilege to terminate the services of the service provider for any unjustifiable cause.

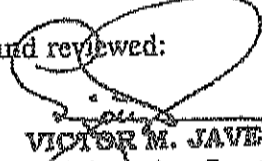
IV. FUND SOURCE AND APPROVED BUDGET FOR THE CONTRACT (ABC)

- Source of Fund: Special Education Fund Budget FY 2023 - SDO Pasig
- Approved Budget for the Contract: Three Hundred Thousand Pesos Only (Php 300,000.00) inclusive of all taxes and charges


Prepared:

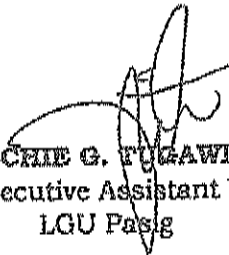

LOVELY ROMAINE E. CRUZ
 OIC-SEPS Planning & Research

Checked and reviewed:

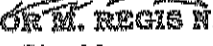

VICTOR M. JAVENA
 Chief Education Supervisor
 School Governance and Operations Division

Recommending Approval:


MA. EVALOU CONCEPCION A. AGUSTIN
 Schools Division Superintendent
 SDO Pasig City


RECHIE G. FUGAWIN
 Executive Assistant V
 LGU Pasig

Approved:


HON. VICTOR M. REGIS N. SOTTO
 City Mayor
 LGU Pasig City