

## 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 -

**PRIVE PROPERTIES DEVELOPMENT 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 No. 706, Shaw Blvd., Kapitolyo, Pasig City, herein represented by **MA. ANGELA CAMILLE DE CASTRO**, 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. **100-23-05-800** for the **Lease of Venue for the Conduct of PCLEDIO Mid-Year Evaluation - Pasig City Local Development and Investment Office** from 15 June 2023 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 two (2) potential lessors responded;

**WHEREAS**, on 31 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 Prive Properties Development Inc. – Privato Hotel Ortigas;

**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 Fourteen Thousand Pesos (Php 114,000.00)**;

**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 15 June 2023 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 **PRIVE PROPERTIES DEVELOPMENT 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 Hundred Fourteen Thousand Pesos (Php 114,000.00)**.

#### **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. 100-23-05-800**

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 JUN 15 2023  
day of \_\_\_\_\_, 2023 at Pasig City.

**CITY OF PASIG**

**PRIVE PROPERTIES  
DEVELOPMENT INC.**

By:

By:

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

  
**MA. ANGELA CAMILLE DE CASTRO**  
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  
100-2023-05-0370-1031

Funds Available:

Recommending Approval:

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

  
**ATTY. DIEGO LUIS S. SANTIAGO**  
Officer in Charge - PCLEDIO

**CONTRACT NO. 100-23-05-800**

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

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 15 2023, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
<b>MA. ANGELA CAMILLE DE CASTRO</b>	UMID 0111-7601376-8	N/A

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. 452  
Page No. 92  
Book No. 98  
Series of 2023

*Jamon*  
**ATTY. JETICIA M. AMON**  
 NOTARY PUBLIC  
 Pasig, Pateros & San Juan  
 Valid Until December 31, 2023  
 Roll No. 22188  
 PTR AA No. 0112306/01-03-23  
 Lifetime IBP Member No. 04286  
 Official Receipt No. 574709, IBP Chapter  
 MCLE Compliance No. VII-0000050/6-18-2019  
 Ground Floor, Armal Centre, U. Velasco, Ave.,  
 Malinao, Pasig City

**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 JUN 15 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. 42  
Page No. 10  
Book No. 26  
Series of 2023

*[Signature]*  
**ATTY. CARLOS ABESAMIS**  
 Notary Public-Pasig City  
 Until December 31, 2023  
 ROLL NO. 43288  
 IBP LIFETIME NO. 08752  
 PTR NO. 9004628  
 APPOINTMENT NO. 25 (2022-2023)  
 MCLE COMPLIANCE NO. VI-0030466  
 TIN NO. 127-509-331-00000

**CONTRACT NO. 100-23-05-800**

REPUBLIC OF THE PHILIPPINES)  
Pasig City ) S.S


Annex "A"

SECRETARY'S CERTIFICATE

I, **TRINIDAD ANGELICA PEREZ**, of legal age, Filipino, with office address at **706 SHAW BOULEVARD PASIG CITY**, after having been sworn in accordance with law, heroby depose and say as follows:

- 1) That I am the duly elected Corporate Secretary of **PRIVE PROPERTIES DEVELOPMENT INC. - PRIVATO HOTEL ORTIGAS**, a corporation duly organized and existing and by virtue of the laws of the Republic of the Philippines, with principal offices at **706 SHAW BOULEVARD PASIG CITY**;
- 2) That I am the custodian of the corporate books and records of the Bank, including the Minutes and Resolutions of its Board of Directors;
- 3) That at the Regular/Special Meeting of the Board of Directors held on **MARCH 4, 2022**, during which a quorum was present and acted throughout, the following resolution was unanimously approved:

RESOLVED, that the following officer be hereby authorized and directed to execute on behalf of the corporation any and all instruments, documents and papers necessary and proper to carry out all activities and transaction in enrolling and/or amending documents with **CITY GOVERNMENT OF PASIG**

NAME	POSITION	SPECIMEN SIGNATURE
MA. ANGELA CAMILLE DE CASIRO	SALES EXECUTIVE	

- 4) that the foregoing resolution has not been altered, modified, nor revoked; and that the same is now in full force and effect; and
- 5) that I am executing this Certificate for whatever legitimate purpose it may serve.

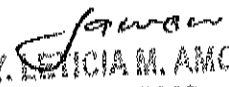
IN WITNESS WHEREOF, I have hereunto affixed my signature and the seal of the company on this **FEB 20 2023** day of **February** at **Pasig City**

  
\_\_\_\_\_  
**TRINIDAD ANGELICA PEREZ**  
Corporate Secretary

**FEB 20 2023**  
day of **February** at **Pasig City**  
issued on \_\_\_\_\_ at \_\_\_\_\_  
which will expire on \_\_\_\_\_

Subscribed and sworn to me before this official exhibiting to me his ( ) and her

Doc. No. **471** :  
Page No. **59** :  
Book No. **55** :  
Series of **2023**

  
**ATTY. LETICIA M. AMON**  
NOTARY PUBLIC  
Pasig, Pateros & San Juan  
Valid Until December 31, 2023  
PTR AA No. 1-031-03-23  
Lifetime ID No. 04286  
MAGSASABON No. 091703-00P Chapter



#### REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	29 May 2023
Project Title	Lease of Venue for the Conduct of PCLEDIO Mid-Year Evaluation – Pasig City Local Development and Investment Office
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
RFQ No.	100-23-05-800
Approved Budget for the Contract	Two Hundred Thousand Pesos (Php 200,000.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than <u>31 May 2023, 1:45 PM</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: <ol style="list-style-type: none"><li>Title and reference number of the project (Purchase Request No.); and</li><li>Name, address and contact details (telephone/cellphone number and email address) of the bidder.</li></ol>
Date, Time and Place of the Negotiation	<u>31 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	<ol style="list-style-type: none"><li>Lessor shall submit their offer/quotation through their duly authorized representatives</li><li>Quotations submitted exceeding the Approved Budget for the Contract (ABC) shall be rejected.</li><li>The prices quoted are to be paid in Philippine Currency.</li><li>All prices quoted are subject to all Philippine Tax Statutes.</li><li>Award of contract shall be made to the lowest quotation which complies with the technical specifications and other terms and conditions stated herein.</li><li>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.</li><li>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.</li></ol>

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](mailto:bidsandawards@pasigcity.gov.ph)

Thank you.

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

Description of Service Requirement	Offered Technical Proposal Please fill in with either: "Comply" or "Not Comply"												
<b>Lease of Venue for the Conduct of PCLEDIO Mid-Year Evaluation under PR No. 100-22-05-800</b>													
<b>TECHNICAL SPECIFICATIONS/SCOPE OF WORK</b>													
<b>Live-In Workshop</b> Arrival: 15 June 2023, 8:00 am Check Out Time: 16 June 2023, 12:00 pm													
<b>15 June 2023 to 16 June 2023</b> Number of Days: 2 Days 1 Night Type of Accommodation: Live-In for 25 pax Desired Venue and/or Function: Pasig City													
<b>15 June 2023 to 16 June 2023</b> <b>Board and Lodging (Full Board)</b> <ul style="list-style-type: none"> <li>✓ Eleven (11) Double-bed room</li> <li>✓ Three (3) Single Bed room</li> <li>✓ Complimentary breakfast (6 am to 10 am)</li> <li>✓ Complimentary parking</li> <li>✓ Sanitized bedding, rooms, and restrooms</li> <li>✓ Wireless internet connection (Wi-Fi)</li> <li>✓ Free use of recreational facilities</li> <li>✓ Daily replenishment of bathroom amenities</li> <li>✓ Daily housekeeping service</li> </ul>													
<b>Function Room Requirements</b> <ul style="list-style-type: none"> <li>• Can accommodate 25 pax, flexible for group activities/workshops</li> <li>• Well lighted and well ventilated</li> <li>• Availability of audio-visual equipment with stand-by assistant:               <ul style="list-style-type: none"> <li>✓ Use of LCD projector with screen</li> <li>✓ Use of whiteboard with whiteboard marker &amp; eraser</li> <li>✓ Complete Set of sound system</li> <li>✓ At least Four (4) extension cords</li> <li>✓ At least Two (2) wireless microphones with one (1) microphone stand, and</li> <li>✓ Lectern</li> </ul> </li> <li>• Unlimited free access to internet / Wi-Fi in all areas of venue</li> <li>• Use of venue for at least 10 hours</li> <li>• Function room set-up: Classroom type</li> <li>• One (1) table for the Secretariat (Registration Area)</li> <li>• Mints, paper, and pencil</li> </ul>													
<b>Meals Requirements for 15 June 2023 to 16 June 2023</b> <table border="1" data-bbox="341 1903 945 2118" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">MEALS</th> <th style="text-align: center;">Day 1</th> <th style="text-align: center;">Day 2</th> </tr> </thead> <tbody> <tr> <td>Buffet Breakfast</td> <td></td> <td style="text-align: center;">✓</td> </tr> <tr> <td>AM Snacks</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> </tr> <tr> <td>Buffet Lunch</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> </tr> </tbody> </table>	MEALS	Day 1	Day 2	Buffet Breakfast		✓	AM Snacks	✓	✓	Buffet Lunch	✓	✓	
MEALS	Day 1	Day 2											
Buffet Breakfast		✓											
AM Snacks	✓	✓											
Buffet Lunch	✓	✓											



PM Snacks	✓	✓
Buffet Dinner	✓	
<ul style="list-style-type: none"> <li>• Breakfast: Buffet breakfast and choice of hot coffee or hot chocolate</li> <li>• AM and PM Snacks: sandwich or pasta; with drinks</li> <li>• Lunch and dinner: 2 main dishes (fish; choice of meat: chicken, pork or beef), vegetables, soup, rice, dessert and cold drinks</li> <li>• Free flowing coffee and/or tea</li> </ul>		
<b>Other Requirements:</b> <ul style="list-style-type: none"> <li>• Maintaining cleanliness function hall, restrooms, sleeping quarters, hallway, coffee/tea area and dining area</li> <li>• With appropriate parking area for at least 10 vehicles</li> <li>• With 24-hour security, front-desk and housekeeping services</li> <li>• Dates can be rebooked in case of emergency/unforeseen circumstances</li> <li>• Compliant with Equal Employment Opportunity Policy (EEOC) <ul style="list-style-type: none"> <li>• Easy access to the comfort room</li> <li>• With ramp</li> <li>• First aid kits available when needed</li> </ul> </li> </ul> <p>With passing rating of at least 85% in Market Analysis</p>		
<b>FINANCIAL PROPOSAL</b>		
<b>Name of Project</b>	<b>Grand Total Cost for the Lease of Venue</b>	
<b>Lease of Venue for the Conduct of PCLEDIO Mid-Year Evaluation</b>	PhP _____	
	<b>(Amount in Figures)</b>	
	_____	
	<b>(Amount in words of Grand Total Cost)</b>	

**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.pppb.gov.ph/assets/forms/Omnibus%20Sworn%20Statement\(Revised\).docx](https://www.pppb.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**

**Technical Specifications**

Activity Title	PCLEDIO Mid-Year Evaluation			
Date of Activity	Estimated Number of Pax	Number of Days	Unit Cost	Budget Estimates
15-16 June 2023	25	2 days	2,500.00	125,000.00
15-16 June 2023	25	1 night	3,000.00	75,000.00

**I. Number of Days:** Two (2) days and One (1) Night

**II. Desired Venue and/or Function:** Pasig City

**III. Type of Accommodation:**

Board and Lodging (Full Board)

- Eleven (11) Double-bed Room
- Three (3) Single Bed Room
- Complimentary Breakfast (6 am to 10 am)
- Complimentary Parking
- Sanitized Bedding, Rooms, and Restrooms
- Wireless internet connection (Wi-Fi)
- Free use of recreational facilities
- Daily replenishment of bathroom amenities
- Daily housekeeping service
  - Arrival: 8:00 am (15 June, 2023)
  - Check-out Time: 12:00 nn (16 June, 2023)

**IV. FUNCTION ROOM REQUIREMENTS:**

- Can accommodate at least 25 pax, flexible for group activities/workshops
- Well-lighted and well-ventilated
- Availability of audio-visual equipment with a stand-by assistant:
  - Use of LCD projector with screen
  - Use of a whiteboard with a whiteboard marker & eraser
  - Complete set of sound system
  - At least four (4) extension cords
  - At least two (2) wireless microphones with one (1) microphone stand, and
  - Lectern
- Unlimited free access to the internet / Wi-Fi in all areas of the venue
- Use of venue for at least 10 hours
- Function room set-up: Classroom type
- One (1) table for the Secretariat (Registration Area)
- Mints, paper, and pencil



**V. MEAL REQUIREMENTS**

MEALS	DAY 1 15 June 2023	DAY 2 16 June 2023
Buffet Breakfast	/	/
AM Snacks	/	/
Buffet Lunch	/	/
PM Snacks	/	/
Buffet Dinner	/	/

- Breakfast – buffet breakfast and choice of hot coffee or hot chocolate
- AM & PM Snacks – sandwich or pasta with drinks
- Lunch & Dinner – 2 main dishes (fish; choice of meat: chicken, pork, or beef), vegetables, soup, dessert, rice, and cold drinks
- Free-flowing coffee and/or tea

**VI. OTHER REQUIREMENTS**

- Maintaining cleanliness of function hall, restrooms, sleeping quarters, hallway, coffee/tea area, and dining area
- With appropriate parking area - 10 slots
- With 24-hour security, front desk, and housekeeping services
- Dates can be rebooked in case of emergency/unforeseen circumstances
- Compliant with Equal Employment Opportunity Policy (EEOP)
  - Easy access to the comfort room
  - With ramp
  - First aid kits available when needed
- With a passing rating of at least 85% in Market Analysis

Prepared by:

**CRISOSTOMO IAN P. VERON CRUZ**  
Economist III, PCLEDIO

Reviewed and Approved by:

**ATTY. DIEGO LUIS S. SANTIAGO**  
Officer-in-Charge, PCLEDIO