

## 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.**, 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. **100-23-05-1195** for the **Lease of Venue for Mid-Year Evaluation** for the **City Administrator's Office** from June 22 to 23, 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 14 June 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 **LINDEN SUITES, INC.**;

CONTRACT NO.100-23-05-1195

**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 **Eighty Eight Thousand Pesos (Php 88,000.00)**;

**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 22 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 **Eighty Eight Thousand Pesos (Php 88,000.00)**.

#### **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 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.

**CONTRACT NO.100-23-05-1195**

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 21 JUN 2023  
day of June, 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:

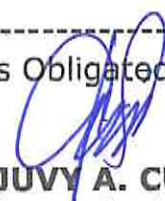
(Printed Name and Signature)

(Printed Name and Signature)

-----  
Funds Appropriated:

Funds Obligated:


  
**MS. MARTINELLI A. SANTIAGO**  
OIC - City Budget Office

  
**MS. JUVY A. CUENCO**  
City Accountant  
100-2023-05-0369-1032

Funds Available:

Recommending Approval:

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

  
**ATTY. DIEGO LUIS S. SANTIAGO**  
City Gov't. Asst. Dept. Head II

**CONTRACT NO.100-23-05-1195**

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
City of \_\_\_\_\_ ) S.S.  
**PASIG CITY**

BEFORE ME, a Notary Public for and in the City of **PASIG CITY**, on this day of **JUN 21 2023**, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
<b>RONALD DENNIS L. JIMENEZ</b>	TIN ID 286-002-712	07/23/2020 - None

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. 406  
Page No. 67  
Book No. 76  
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**

**JUN 21 2023** BEFORE ME, a Notary Public for and in the City of Pasig, on this day of \_\_\_\_\_, 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. 407  
Page No. 67  
Book No. 76  
Series of 2023

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**CONTRACT NO.100-23-05-1195**

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 Ms. 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.

~~ATTY. FERNANDO D. ARABALLO~~  
~~Notary Public~~  
Appointment No. 764 (2019-2021)  
Extended Until June 30, 2022  
For Public Use: Pasig and San Jose City  
Roll No. 8417-1007 Exemption No. VII-BEP003719; 03-24-22  
TAX IDENTIFICATION NO. 123-123-1234-1234  
VOTER ID NO. 12345678901234567890 Pasig  
Unit 5, One West Tower, 123 Bldg., Pasig City  
Ortigas Center, Pasig City Tel. 02-82445524





ANNEX "B"

### REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

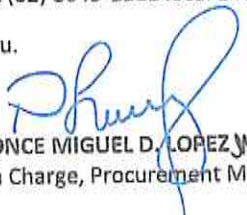
Date	13 June 2023
Project Title	Lease of Venue for Mid-Year Evaluation - City Administrator's Office
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
RFQ No.	100-23-05-1195
Approved Budget for the Contract	Ninety Seven Thousand Five Hundred Pesos (Php 97,500.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later <u>14 June 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	14 June 2023, 2:00 PM, 7 <sup>th</sup> Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall commence from <b>June 22, 2023 to June 23, 2023</b>
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"												
Lease of Venue for Mid-Year Evaluation - City Administrator's Office under PR No. 100-23-05-1195													
<b>TECHNICAL SPECIFICATIONS/SCOPE OF WORK</b>													
<p>June 22, 2023 to June 23, 2023</p> <p>I. Number of Days: Two (2) days</p> <p>II. Desired Venue and/or Function: within Ortigas Central business District, Pasig City</p> <p>III. Function Room Requirements</p> <p>Type of Accommodation:</p> <ol style="list-style-type: none"> <li>a. Can accommodate at least 40 persons, flexible for group activities and workshops</li> <li>b. Well-lit and well-ventilated</li> <li>c. Availability of audio-visual equipment with a stand-by assistant:               <ol style="list-style-type: none"> <li>I. Use of LCD Projector with screen</li> <li>II. Use of a white board with whiteboard marker &amp; eraser</li> <li>III. Complete set of sound system</li> <li>IV. At least four (4) extension cards</li> <li>V. At least two (2) wireless microphones with one (1) microphone stand, &amp;</li> <li>VI. Lectern</li> </ol> </li> <li>d. Unlimited free access to the Internet/ Wi-Fi in all areas of the venue</li> <li>e. Use of venue for at least 10 hours</li> <li>f. Function room set-up: Classroom Type</li> <li>g. Two (2) tables for the Secretariat (Registration Area)</li> <li>h. Mints, paper and pencil</li> </ol>													
<p>Meals Requirements</p> <table border="1" data-bbox="380 1400 993 1620"> <thead> <tr> <th>MEALS</th> <th>Day 1- 22 June 2023</th> <th>Day 2- 23 June 2023</th> </tr> </thead> <tbody> <tr> <td>AM Snack</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> <tr> <td>PM Snack</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> </tr> </tbody> </table> <ol style="list-style-type: none"> <li>a) AM Snack- choice of hot coffee or hot chocolate, and sandwich</li> <li>b) Buffet Lunch: 3 main dishes (fish; choice of meat: chicken, pork, or beef;) vegetables, soup, dessert, rice and cold drinks</li> <li>c) PM Snacks: sandwich or pasta; with cold drinks</li> <li>d) Free flowing coffee and/or tea</li> </ol> <p>Other Requirements:</p> <ol style="list-style-type: none"> <li>a. Maintaining cleanliness of function hall, restrooms, hallway, coffee/tea area, and dining area</li> <li>b. With appropriate parking area- 10 complimentary slots</li> <li>c. Dates can be rebooked in case of emergency/ unforeseen circumstances</li> <li>d. Compliant with Equal Employment Opportunity Policy               <ol style="list-style-type: none"> <li>I. Easy access to the comfort room</li> <li>II. With ramp</li> </ol> </li> </ol>	MEALS	Day 1- 22 June 2023	Day 2- 23 June 2023	AM Snack	✓	✓	Buffet Lunch	✓	✓	PM Snack	✓	✓	
MEALS	Day 1- 22 June 2023	Day 2- 23 June 2023											
AM Snack	✓	✓											
Buffet Lunch	✓	✓											
PM Snack	✓	✓											



III. First aid kits available when needed	
<b>FINANCIAL PROPOSAL</b>	
<b>Name of Project</b>	<b>Grand Total Cost for the Lease of Venue</b>
Lease of Venue for Mid-Year Evaluation- City Administrator's Office under PR No. 100-23-05-1195	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)*



ANNEX "B"

**TERMS OF REFERENCE**

**Technical Specifications**

- I. **Number of Days:** Two (2) Days
- II. **Desired Venue and/or Function:** Within the Ortigas Central Business District, Pasig City
- III. **Function Room Requirements:**
  - a. Can accommodate at least 40 persons, flexible for group activities and workshops
  - b. Well-lit and well-ventilated
  - c. Availability of audio-visual equipment with a stand-by assistant:
    - i. Use of LCD projector with screen
    - ii. Use of a whiteboard with a whiteboard marker and eraser
    - iii. Complete set of sound system
    - iv. At least four (4) extension cords
    - v. At least two (2) wireless microphones with one (1) microphone stand, &
    - vi. Lectern
  - d. Unlimited free access to the internet/Wi-Fi in all areas of the venue
  - e. Use of venue for at least 10 hours
  - f. Function room set-up: Classroom Type
  - g. Two (2) tables for the Secretariat (Registration Area)
  - h. Mints, paper, and pencil

IV. **Meal Requirements:**

MEALS	DAY 1 – 22 June 2023	DAY 2 – 23 June 2023
AM Snack	/	/
Buffet Lunch	/	/
PM Snack	/	/

- a. AM Snack – choice of hot coffee or hot chocolate, and sandwich
- b. Buffet Lunch – 3 main dishes (fish; choice of meat: chicken, pork, or beef), vegetables, soup, dessert, rice and cold drinks
- c. PM Snack – Sandwich or pasta with cold drinks
- d. Free-flowing coffee and/or tea
- V. **Other Requirements:**
  - a. Maintaining cleanliness of function hall, restrooms, hallway, coffee/tea area, and dining area





- b. With appropriate parking area – 10 complementary slots
- c. Dates can be rebooked in case of emergency/unforeseen circumstances
- d. Compliant with Equal Employment Opportunity Policy
  - i. Easy access to the comfort room
  - ii. With ramp
  - iii. First aid kits available when needed

Prepared by:

**MA. ROWENA R. DIMANLIG**  
*Supervising Administrative Officer*

**ATTY. DIEGO LUIS S. SANTIAGO**  
*Assistant City Administrator*

Approved by:

**ATTY. JERONIMO U. MANZANERO**  
*City Administrator*