

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 -

PCK TRADE & REALTY CORPORATION, a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at **Bolbok, Batangas City** herein represented by **DENNIS L. BAUTISTA**, 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. **100-23-04-767** for the **Lease of Venue for the Conduct of Capacity Development 2023 – Peace and Order Department, Public Safety Division** from 29 June 2023 to 30 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 23 June 2023, the LESSEE, through its BAC, conducted negotiation and evaluation and found the LESSOR's quotation to be responsive;

CONTRACT NO. 100-23-04-767

WHEREAS, the **LESSOR** thus offered for lease to the **LESSEE** a venue, accommodations, function room, equipment, and meals in PCK Trade and Realty Corporation - Batangas Country Club;

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 Million Pesos (Php 1,000,000.00)**;

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 29 June 2023 to 30 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 the **PCK TRADE & REALTY CORPORATION**, within Forty Five (45) days from the receipt of 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 Million Pesos (Php 1,000,000.00)**.

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.

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

CITY OF PASIG

PKC TRADE & REALTY CORPORATION

By:

By:


HON. VICTOR MA. REGIS N. SOTTO
City Mayor


DENNIS L. BAUTISTA
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
IBO-2023-05 0343-1032

Funds Available:

Recommending Approval:


MS. MARITA A. CALAJE
City Treasurer


RODRIGO M. DE DIOS
City Gov't Dept. Head II (POD)

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Book No. LV
Series of 20 23

ATTY. IGNACIO S. MANALO
Commission No. 2022-102
Notary Public for Manila
Until December 31, 2023
2296-A Leon Guinto, Malate, Manila
Roll No. 35223
PTR No. MLA 0373152 01-06-2023
LIFETIME IBP Membership No. 00101
MCLE Compliance No. VI-0017113

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

City of Batangas) S.S.

BEFORE ME, a Notary Public for and in the City of Batangas, on this day of June 29, 2023, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
DENNIS L. BAUTISTA	DOI - 01 - 003705	Batangas / 05 - 13 - 2024

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. 46
Page No. 10
Book No. LV
Series of 2023

ATTY. IGNACIO S. MANAPIL
Commission No. 2022-102
Notary Public for Manila
Until December 31, 2023
2296-A Leon Guinto, Malate, Manila
Roll No. 35223
PTR No. MLA 0873152 01-06-2023
LIFETIME IBP Membership No. 08491
MCLE Compliance No. VI-0017113

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of JUN 27 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. 266
Page No. 55
Book No. 287
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. 127-509-331-00090
CONTRACT NO. 100-23-04-767

CORPORATE SECRETARY'S CERTIFICATE
With BOARD RESOLUTION

Annex "A"

I, **CHRISTOPHER P. AO**, Filipino, of legal age, with postal address at # 77 Alpha Bldg. Boni Serrano Ave. , Cubao, Quezon City, after having been duly sworn to in accordance with law, hereby certify as follows:


That I am the Corporate Secretary of **PCK TRADE AND REALTY CORPORATION**, owner of the **Batangas Country Club at Bolbok, Batangas City** and duly organized and existing under Philippine laws with principal office located at 77 Alpha Bldg. Boni Serrano Ave. Cubao, Quezon City

That at a meeting of the Board of Directors of the Corporation held on June 20, 2023 at its principal office, this resolution was unanimously approved by the Directors present:

RESOLVED, AS IT IS HEREBY RESOLVED, that the Corporate Secretary is authorized to designate our Sales Executive **DENNIS BAUTISTA** as the Corporation's representative to bid with the Conduct of Capacity Development 2023- Peace and Order Department, Public Safety Division for a Lease of Venue at Batangas Country Club, Bolboc, Batangas City.

RESOLVED, the foregoing resolution has not in any way been amended, rescinded, or revoked and is in full force and effect as of the date hereof and with **DENNIS BAUTISTA** as currently employed with PCK Trade and Realty Corporation as Sales Executive at Batangas Country Club.

IN WITNESS WHEREOF, I have hereunto set my hand this 23 JUN 2023 day of _____, 2023 at
BATANGAS CITY City, Phil

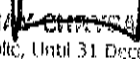

CHRISTOPHER P. AO
CORPORATE SECRETARY
PCK TRADE AND REALTY CORPORATION

TIN: 156-407-958

SUBSCRIBE AND SWORN to before me this 23 JUN 2023 day of _____ 2023, Corporate Secretary
Christopher P. Ao submitting to me his TIN 156-407-958.

Doc.No. 251 ;
Page No. 52 ;
Book No. XLIV ;
Series of 2023

NOTARY PUBLIC


ATTY. MA. CHRISTINA E. PARGAS, J.D.
Notary Public, Until 31 December 2023
PEY. No. 2022-109-R
PTR No. 4349108
Batangas City: 03 January 2023
Attorney's Roll No. 57940/HSP CR No. 25850
MCLC Compliance Number 941-0008028



REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	21 June 2023
Project Title	Lease of Venue for the Conduct of Capacity Development 2023 – Peace and Order Department, Public Safety Division
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
RFQ No.	100-23-04-767
Approved Budget for the Contract	One Million One Hundred Thirty Two Thousand Eight Hundred Pesos (Php 1,132,800.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than <u>23 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	<u>23 June 2023, 2:00 PM</u> , 7 th Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall commence from <u>29 June 2023 to 30 June 2023</u>
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



Description of Service Requirement	Offered Technical Proposal Please fill in with either: "Comply" or "Not Comply"
Lease of Venue for the Conduct of Capacity Development 2023 under PR No. 100-23-04-767	
TECHNICAL SPECIFICATIONS/SCOPE OF WORK	
<p>29 June 2023 to 30 June 2023</p> <p>Number of Days: 2 days, 1 night</p> <p>Type of Accommodation: Live-In for 236 pax</p> <p>Arrival: 29 June 2023, 8:00 am</p> <p>Room Check Out: 30 June 2023, 5:00 pm</p>	
<p>Board and Lodging (Full Board)</p> <p>➤ Fifty Nine (59) Quadruple-Sharing, with own toilet and bath</p>	
<p>Function Room Requirements</p> <ul style="list-style-type: none"> • Use of function/conference room for the 2-day activity from 8:00am to 5:00pm on June 29-30, 2023 and can accommodate 236 pax • With free use of stable and unlimited internet • With free use of LCD Projector & screen, white board with pen and eraser, 2 microphones, 3 extension cords in a round table set up. 	
<p>Meals Requirements</p> <p>First Meal: 29 June 2023, AM Snacks</p> <p>Last Meal: 30 June 2023, PM Snacks</p> <ul style="list-style-type: none"> • Breakfast and Lunch: Buffet Style • Dinner: Set dinner (no dinner on the 2nd day) • For AM and PM Snacks: sandwich or Pasta; with drinks • Complimentary free flowing coffee and tea and one round of iced tea for dinner 	
<p>Other Requirements:</p> <ul style="list-style-type: none"> • Maintaining cleanliness - rooms, restrooms, dining area, coffee and tea area. • appropriate parking area for at least 10 vehicles • front-desk and housekeeping services • With 24-hour security 	
FINANCIAL PROPOSAL	
Name of Project	Grand Total Cost for the Lease of Venue
<p>Lease of Venue for the Conduct of Capacity Development 2023 under PR No. 100-23-04-767</p>	<p>PHP _____</p> <p>(Amount in Figures)</p> <p>_____</p> <p>_____</p>

	(Amount in words of Grand Total Cost)
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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.gpppb.gov.ph/assets/forms/Omnibus%20Sworn%20Statement\(Revised\).docx](https://www.gpppb.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

**Lease of Venue for the Conduct of Capacity Development 2023
Peace and Order Department-Public Safety Division
PR # 100-23-04-767**

Date of Activity	Est. No. of Pax	Number of days	Unit Cost	Budget Estimate
June 29, 2023- June 30, 2023	236	2D/1N	4, 800	1,132,800.00

- I. **Number of Days** : 2 days and 1 night
 - a. **Desired Venue** :
 - b. **Type of Accommodation:** *509 quadruple sleeping* rooms, with own toilet and bath for June 29-30, 2023
 - c. **Arrival** : June 29, 2023, 8:00 am
 - d. **Room Check-out** : June 30, 2023, 5:00pm
 - e. 2D/1N board and lodging for 236 pax
- II. **Function Room Requirements:**
 - a. Use of function/conference room for the 2-day activity from 8:00am to 5:00pm of June 29-30, 2023 and can accommodate 236 pax
 - b. With free use of stable and unlimited internet
 - c. With free use of LCD Projector & Screen, White board with pen and eraser, 2 microphones, 3 extension cords in a round table set-up.
- III. **Meal Requirements:**
 - a. 1st Meal: June 29, 2023, AM snack
 - b. Last meal: June 30, 2022, PM snack
 - c. FOR BREAKFAST AND LUNCH: Buffet Style
 - d. DINNER: Set Dinner (No dinner on the 2nd day)
 - e. For AM and PM Snacks: sandwich or pasta; with drinks
 - f. Complimentary free flowing coffee and tea and one round of iced tea for dinner.
- IV. **Other Requirements:**
 - a. Maintaining Cleanliness- Rooms, restrooms, dining area, coffee and tea area
 - b. Appropriate parking area for at least 10 vehicles
 - c. Front-desk and housekeeping services
 - d. 24-hour security

Noted by:

[Signature]
DANILO O. BANTILAN
 OIC, POD-PSD



TERMS OF REFERENCE

**Lease of Venue for the Conduct of Capacity Development 2023
Peace and Order Department-Public Safety Division
PR # 100-23-04-767**

Date of Activity	Est. No. of Pax	Number of days	Unit Cost	Budget Estimate
June 29, 2023- June 30, 2023	236	2D/1N	4, 800	1,132,800.00

- I. **Number of Days** : 2 days and 1 night
 - a. **Desired Venue** :
 - b. **Type of Accommodation:** *500 accommodation sharing* rooms, with own toilet and bath for June 29-30, 2023
 - c. **Arrival** : June 29, 2023, 8:00 am
 - d. **Room Check-out** : June 30, 2023, 5:00pm
 - e. 2D/1N board and lodging for 236 pax
- II. **Function Room Requirements:**
 - a. Use of function/conference room for the 2-day activity from 8:00am to 5:00pm of June 29-30, 2023 and can accommodate 236 pax
 - b. With free use of stable and unlimited internet
 - c. With free use of LCD Projector & Screen, White board with pen and eraser, 2 microphones, 3 extension cords in a round table set-up.
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 - d. 24-hour security

Noted by:


DANILO O. BANTILAN
OIC, POD-PSD