

## 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. **100-23-04-744** for the **Lease of Venue for the Emergency Operations Center (EOC) Training** for the **Pasig City Disaster Risk Reduction and Management Office** from October 17 to 20, 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 9 June 2023, the **LESSEE**, through its BAC, conducted negotiation and evaluation and found the **LESSOR's** quotation to be responsive;

**CONTRACT NO.100-23-04-744**

**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 **Five Hundred Twenty Eight Thousand Five Hundred Pesos (Php 528,500.00)**;

**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 17 to 20 October 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 **Five Hundred Twenty Eight Thousand Five Hundred Pesos (Php 528,500.00)**.

**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.

30 JUN 2023

IN WITNESS WHEREOF, the parties hereto set their hands this \_\_\_\_\_ 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:

Funds Obligated:

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

  
**MS. JUVY A. CUENCO**  
City Accountant  
100- 2023- 04- 6052- 1999

Funds Available:

Recommending Approval:

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

  
**BRYANT MERYLL RUIZ Q. WONG**  
City Gov't, Dept. Head II- PCDRRMO



**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 30 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. 342  
Page No. 70  
Book No. 27  
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

**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 JUL 03 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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Page No. 70  
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**CONTRACT NO.100-23-04-744**







**PASIG**  
CITY GOVERNMENT

**PROCUREMENT MANAGEMENT OFFICE**

**ANNEX "B"**

**REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION**

Date	01 June 2023
Project Title	Lease of Venue for the Emergency Operations Center (EOC) Training - Pasig City Disaster Risk Reduction and Management Office
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
RFQ No.	100-23-04-744
Approved Budget for the Contract	Nine Hundred Forty Four Thousand Five Hundred Pesos (Php 944,500.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than <u>09 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:  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 <sup>th</sup> Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall commence from (Day 0) <b>October 17 , 2023</b> to (Day 3) <b>October 20, 2023</b> .
NOTES	<ol style="list-style-type: none"><li>1. Lessor shall submit their offer/quotation through their duly authorized representatives</li><li>2. Quotations submitted exceeding the Approved Budget for the Contract (ABC) shall be rejected.</li><li>3. The prices quoted are to be paid in Philippine Currency.</li><li>4. All prices quoted are subject to all Philippine Tax Statutes.</li><li>5. 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>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.</li><li>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.</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  
Officer in Charge, Procurement Management Office



Caruncho Avenue, Barangay San Nicolas, Pasig City 1600 Metro Manila

*Handwritten mark*

Description of Service Requirement	Offered Technical Proposal  Please fill in with either: "Comply" or "Not Comply"																																									
<b>Lease of Venue for the Emergency Operations Center (EOC) Training- Pasig City Disaster Risk Reduction and Management Office under PR No. 100-23-04-744</b>																																										
<b>TECHNICAL SPECIFICATIONS/SCOPE OF WORK</b>																																										
<p>I. Number of Days:            - with Day 0 (for Invited Instructors &amp; Training Working Group)            - Target Date: <u>October 17-20, 2023</u>            -3 days and 2 nights (for Participants)            - Target Date: <u>October 18-20, 2023</u></p> <p>II. Desired Venue: outside Pasig City Hall, around Ortigas Center area in Pasig City</p>																																										
<p>III. Type of Accommodation: Live- in Seminar/ Twin (Double) Sharing Room</p> <p>A. Board and Lodging</p> <ul style="list-style-type: none"> <li>• Thirty (30) Twin (Double) Sharing Room;</li> <li>• 24 Hours Hot and Cold Shower</li> <li>• Sanitized Beddings, Rooms and Restrooms;</li> <li>• Arrival on Day 0- 2PM (5 Instructors &amp; 5 TWG)</li> <li>• Arrival on Day 1- 9AM (Participants), Check- in Time is 2PM; and</li> <li>• Check-out Time of 12 Noon on Day 3 (Last Day)</li> </ul> <p>B. Function Room Requirements</p> <ul style="list-style-type: none"> <li>• Can accommodate 60 pax, following the IATF Guidelines and flexible for group activities and workshops;</li> <li>• Classroom set- up;</li> <li>• Well-lighted and ventilated;</li> <li>• Unlimited and Free access to Internet/ Wi-Fi in all areas;</li> <li>• Use of venue for at least 8 hours ;</li> <li>• Four (4) Tables- 2 for Secretariat and 2 for instructors;</li> <li>• No pillars in the middle of Function Room;</li> <li>• Can provide breakout rooms or space divider;</li> <li>• Availability of Audio-Visual Equipment with stand-by personnel from hotel;</li> <li>• With complete Training/Seminar equipment (LCD projector and wide screen, Lecterns, whiteboard &amp; whiteboard Pen and Eraser, Complete Sound System, at least 2 extension cords, 4 microphones and 1 microphone stand).</li> </ul>																																										
<b>Meals Requirements</b>																																										
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<b>Other Requirements:</b> <ul style="list-style-type: none"> <li>Provision of backdrop for the activity</li> <li>Appropriate parking area for the participants;</li> <li>24 hours Security personnel;</li> <li>Maintaining cleanliness at Function Hall, Restrooms, Hallway, Dining area, Rooms, &amp; Breakout Rooms.</li> </ul>	
<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 Emergency Operations Center (EOC) Training- Pasig City Disaster Risk Reduction and Management Office under PR No. 100-23-04-744</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:

- 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.
- 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.

- Philippine Government Electronic Procurement System (PhilGEPS) Registration Number or PhilGEPS Platinum Certificate of Registration and Membership;
- 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)
- 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**

<b>3-DAYS EMERGENCY OPERATION CENTER (EOC) TRAINING COURSE</b>				
<i>FOOD, ACCOMMODATION and use of VENUE</i>				
<b>Date of Activity</b>	<b>Estimated No. of Pax</b>	<b>Number of Days</b>	<b>Estimated Unit Cost</b>	<b>Estimated Budget</b>
<b>October 17, 2023 - Day-0</b> Dinner and Accommodation only Arrival: 2PM (5 for Instructors & 5 TWG) <i>inf.</i>	10 Pax (5 Rooms)	1	3,550.00	Php 35,500.00
<b>October 18-20, 2023 - Day 1 to 3</b> Complete Training Package – Food, Accommodation and Training Venue Arrival: 9AM (60 consist of Participants, Instructors & TWG)	60 Pax (30 Rooms)	3	5,050.00	Php 909,000.00

- I. Number of Days : With Day 0 (for Invited Instructors & Training Working Group)  
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- 3 Days and 2 Nights (for Participants)  
– Target Date: October 18-20, 2023
- II. Desired Venue : Outside Pasig City Hall, Around Ortigas Center area in Pasig City
- III. Type of Accommodation : Live-In Seminar / Twin (Double) Sharing Room
- A. Board and Lodging
- Thirty (30) Twin (Double) Sharing Room ;
  - 24 Hours Hot and Cold Shower;
  - Sanitized Beddings, Rooms and Restrooms;
  - Arrival on Day 0 - 2PM ( 5 Instructors & 5 TWG);
  - Arrival on Day 1 - 9AM (Participants), Check-In time is 2PM; and
  - Check-out time of 12 Noon on Day 3 (Last Day)
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- Can accommodate 60 Pax, following the IATF Guidelines and flexible for group activities and workshops;
  - Class Room set-up;
  - Well-lighted and ventilated;
  - Unlimited and Free access to Internet / WIFI in all areas;
  - Use of Venue for at least 8 Hours;
  - Four (4) Tables - 2 for Secretariat and 2 for Instructors;
  - No pillars in the middle of Function Room;
  - Can provide breakout rooms or space divider;
  - Availability of Audio-Visual Equipment with stand-by personnel from hotel;
  - With complete Training/Seminar equipment (LCD Projector and wide screen, Lecterns, Whiteboard & Whiteboard Pen and Eraser, Complete Sound System, At least 2 extension cords, 4 Microphones and 1 Microphone stand).





C. Meal Requirements

Target Date	MEAL BREAKDOWN					
	No. of Pax	Breakfast	AM Snack	Lunch	PM Snack	Dinner
October 17, 2023 (Day 0)	10	x	x	x	x	/
October 18, 2023 (Day 1)	60	/	/	/	/	/
October 19, 2023 (Day 2)	60	/	/	/	/	/
October 20, 2023 (Day 3)	60	/	/	/	/	x

- **For BREAKFAST:** Any typical Filipino Breakfast with egg. A choice between Plain Rice, Fried Rice & Bread ;
- **For LUNCH & DINNER:** 3 Main Dish a combination of Fish, Vegetable and choice of Meat between Chicken, Beef and Pork plus Soup, Rice, Dessert and Drinks;
- **For AM-PM SNACK:** Any light Food with Drinks;
- Free flowing Candies, Coffee and/or Tea and Hot and Cold Water;

D. Other Requirements

- Provision of backdrop for the activity;
- Appropriate parking area for the participants;
- 24 Hours Security personnel;
- Maintaining cleanliness at Function Hall, Restrooms, Hallway, Dining area, Rooms & Breakout Rooms

Prepared by

**RAMON CARLOS Z. CAYUBE, RN, EMT**  
PCDRRMO Training Division Chief  
#0928-2912053