

## 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 -

**BREEZA MONTAGNE RESORT LIMITED CO.**, a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at 104 Holy Cross Road, Sitio Bukal, Brgy. Tandang Kutyo, Tanay, Rizal herein represented by **REBECCA L. ESGUERRA**, 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. 100-23-04-717 for the **Lease of Venue for the Rapid Damage Assessment and Need Analysis Training Course (RDANA)** from September 11, 2023 to September 15, 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 16 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 **BREEZA MONTAGNE RESORT LIMITED CO.**;

**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 **Seven Hundred Twenty Nine Thousand Pesos (Php 729,000.00)**;

**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 11 to 15 September 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 **BREEZA MONTAGNE RESORT LIMITED CO.**, 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 **Seven Hundred Twenty Nine Thousand Pesos (Php 729,000.00)**.

#### **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 06 JUL 2023  
day of \_\_\_\_\_, 2023 at **Pasig City**.

**CITY OF PASIG**

**BREEZA MONTAGNE RESORT  
LIMITED CO.**

By:

By:

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

**REBECCA L. ESGUERRA**  
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  
100-2023-04-0048-1999

Funds Available:

Recommending Approval:

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

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



**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
City of QUEZON CITY ) S.S.

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, on this day of 06 JUL 2023, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
<b>REBECCA L. ESGUERRA</b>	Driver's License # NO2-14-027368	QC. 3/13/2032

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. 216  
Page No. 42  
Book No. XXV  
Series of 2023

*C. Villareña*  
**ATTY. CONCEPCION P. VILLAREÑA**  
Notary Public for Quezon City  
Until December 31, 2023  
PTR No. 3716371 / January 3, 2023 Q.C.  
IBP No. 167803 / November 25, 2021 Q.C.  
Roll No. 30457 / 05-09-1980  
MCLE VII-0006994 / 09-21-2021  
ADM. MATTER No. NP-005 (2022-2023)  
TIN NO. 131-942-754

**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of JUL 13 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. 277  
Page No. 49  
Book No. 28  
Series of 2023

*C. Abesamis*  
**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

**SECRETARY'S CERTIFICATE**

I, John Jacob M. Webb, single, Filipino, of legal age, with business address at 137 Marina St., Brgy. Balong Bato, San Juan City, after having been duly sworn to an oath in accordance with law, hereby depose and say:

That I am the Partnership Secretary of Breeza Montagne Resort Limited Co., a partnership duly organized, registered and existing under and by virtue of the Republic of the Philippines, with principal office or place of business at 104 Holy Cross Road Tandang Kutyo (Pob.) Tanay, Rizal, Region IV-A, Philippines:

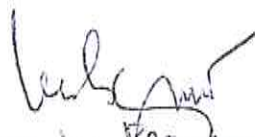
In a special/regular meeting of the Partnership held on March 01, 2023 at 104 Holy Cross Road Tandang Kutyo (Pob.) Tanay, Rizal, Region IV-A, Philippines; at which meeting a quorum was present and acting throughout, the following was unanimously passed and approved and adopted, and the same have not been annulled, revoked and amended in anyway whatever and are in full force and effect on the date hereof:

**RESOLUTION NO. 001-03-2023**

"RESOLVED, as the Partners hereby resolved that REBECCA L. ESGUERRA, whose signature appears below, is hereby authorized in the name of the Partnership to be its representative to the Philippine Government Procurement and Bidding Process of any agency of government and submit bidding documents.

"RESOLVED FINALLY, that REBECCA L. ESGUERRA is granted full power to do any and all acts or deeds that may be deemed incidental to effectively carry out any and all of the purposes for which this authority is hereby given.

IN WITNESS WHEREOF, I have signed this instrument on MAR 01 2023 at TANAY, RIZAL.

  
Rebecca L. Esguerra  
Printed Name and Signature of  
Representative

  
Printed Name and Signature of the  
Corporate/Partnership Secretary

SUBSCRIBED, AND SWORN TO BEFORE ME on this MAR 01 2023 day of 2023 at \_\_\_\_\_  
Affiant exhibited to me his/her valid identification No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.

Doc. No. 329  
Page No. 67  
Book No. 11  
Series of 2023

**ATTY. ERNANIL TADILI**  
Notary Public  
TANAY, RIZAL  
Until December 31, 2023  
Roll No. 64233  
MCLE Compliance No. 0010901/04-14-2025  
IBP OR# 242594/12-12-2022/Pasig  
PTR # 19168540A/01-04-2023/Rizal





# PASIG

PROCUREMENT MANAGEMENT OFFICE

ANNEX "B"

## REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	08 June 2023
Project Title	Lease of Venue for the Rapid Damage Assessment and Need Analysis Training Course (RDANA) - Pasig City Disaster Risk Reduction and Management Office
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
RFQ No.	100-23-04-717
Approved Budget for the Contract	Seven Hundred Fifty Six Thousand Pesos (PhP756,000.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later <u>16 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	16 June 2023, 2:00 PM, 7 <sup>th</sup> Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall commence from <b>September 11, 2023 to September 15, 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  
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 Rapid Damage Assessment and Need Analysis Training Course (RDANA)- Pasig City Disaster Risk Reduction and Management Office under PR No. 100-23-04-717																																					
<b>TECHNICAL SPECIFICATIONS/SCOPE OF WORK</b>																																					
<p>A. Target Dates: September 11, 2023 to September 15, 2023</p> <p>B. Location/Desired Venue Outside Pasig City Hall within Rizal</p> <p>C. Type of Accommodation Live-in seminar with twin sharing accommodation</p> <p>I. Board and Lodging</p> <ul style="list-style-type: none"> <li>• Twin sharing rooms, sanitized Beddings, rooms and restroom</li> <li>• Air-conditioned</li> <li>• 24 hours hot and cold shower</li> <li>• Arrival Day 0: Sept. 11 (Monday) at 2:00pm for 10 persons Day 1: Sept. 12 (Tuesday) at 2:00pm for 40 participants</li> <li>• Check out Day 4: Sept. 15, 2023 (Friday) at 12:00 noon for 50 persons</li> </ul> <p>II. Function Room</p> <ul style="list-style-type: none"> <li>• Free flowing coffee and tea</li> <li>• Use of Function Hall for the duration of the training (at least 12 hours per day) and must be spacious enough to meet minimum health standards for 50 person; Class room set-up for tables and chairs with Secretariat tables and chairs at the back</li> <li>• Availability of extension cords, audio-visual equipment with at least 4 microphones and stand-by personnel/ technician from the hotel</li> <li>• Projector and projector screen</li> <li>• 2 whiteboard and 4 Easel stand (or any similar stand)</li> <li>• Allow the working team to set up the venue the afternoon or night before the morning of Day 1</li> </ul>																																					
<p>III. Meals Requirements:</p> <table border="1" data-bbox="336 1452 1118 1784"> <thead> <tr> <th></th> <th>Breakfast</th> <th>AM Snack</th> <th>Lunch</th> <th>PM Snack</th> <th>Dinner</th> </tr> </thead> <tbody> <tr> <td>Day 0, 10 pax</td> <td style="text-align: center;">x</td> <td style="text-align: center;">x</td> <td style="text-align: center;">x</td> <td style="text-align: center;">x</td> <td style="text-align: center;">✓</td> </tr> <tr> <td>Day 1, 50 pax</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> </tr> <tr> <td>Day 2, 50 pax</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> </tr> <tr> <td>Day 3, 50 pax</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> </tr> <tr> <td>Day 4, 50 pax</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">x</td> </tr> </tbody> </table> <ul style="list-style-type: none"> <li>• AM and PM Snack: any light food with drinks</li> <li>• Breakfast: typical Filipino breakfast with a choice of plain rice, fried rice and bread</li> <li>• Lunch and Dinner: 3 viands with combination of vegetables and fish and choice of meat (chicken, beef, pork), soup, rice, dessert, and drinks</li> </ul> <p>IV. Other requirements:</p> <ul style="list-style-type: none"> <li>• With available free parking enough for the participants</li> <li>• With 24 hour security, front desk and housekeeping services</li> </ul>		Breakfast	AM Snack	Lunch	PM Snack	Dinner	Day 0, 10 pax	x	x	x	x	✓	Day 1, 50 pax	✓	✓	✓	✓	✓	Day 2, 50 pax	✓	✓	✓	✓	✓	Day 3, 50 pax	✓	✓	✓	✓	✓	Day 4, 50 pax	✓	✓	✓	✓	x	
	Breakfast	AM Snack	Lunch	PM Snack	Dinner																																
Day 0, 10 pax	x	x	x	x	✓																																
Day 1, 50 pax	✓	✓	✓	✓	✓																																
Day 2, 50 pax	✓	✓	✓	✓	✓																																
Day 3, 50 pax	✓	✓	✓	✓	✓																																
Day 4, 50 pax	✓	✓	✓	✓	x																																



<ul style="list-style-type: none"> <li>◦ Provision of back drop for the activity with the program title</li> <li>◦ Maintaining of cleanliness of function hall, restrooms, hallway and dining area</li> <li>◦ 4 breakout rooms and/or big open area for simulation exercise</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 Rapid Damage Assessment and Need Analysis Training Course (RDANA)- Pasig City Disaster Risk Reduction and Management Office under PR No. 100-23-04-717</b>	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)*





**TERMS OF REFERENCE**

**ANNEX "B"**

**A. PROCUREMENT TITLE**

Four (4) day Rapid Damage Assessment and Need Analysis (RDANA) Training Course for Pasig City DRRM Council, Barangay DRRM Council and Pasig City Private Fire, Rescue and EMS Volunteer Group

Target Dates:

September 11 to 15, 2023

**B. LOCATION/ DESIRED VENUE**

Outside Pasig City Hall within Rizal

**C. TYPE OF ACCOMMODATION**

Live-in seminar with twin sharing accommodation

**I. Board and Lodging**

- Twin sharing rooms, Sanitized beddings, rooms and restroom
- Air-conditioned
- 24 hours hot and cold shower
- Arrival

Day 0: September 11 (Monday) at 2:00pm for 10 persons

Day 1: September 12 (Tuesday) at 2:00pm for 40 participants

- Check-out

Day 4: September 15, 2023 (Friday) at 12:00noon for 50 persons

**II. Function Room**

- Free flowing coffee and tea
- Use of Function hall for the duration of the training (at least 12 hrs per day) and must be spacious enough to meet minimum health standards for 50 persons; Class room set-up for tables and chairs with secretariat tables and chair at the back
- Availability of extension cords, audio visual equipment with at least 4 microphones and stand-by personnel/ technician from the hotel
- Projector and projector screen
- 2 Whiteboard and 4 Easel Stand (or any similar stand)
- Allow the working team to set up the venue the afternoon or night before the morning of Day 1

**III. Meal**

	Breakfast	AM Snack	Lunch	PM Snack	Dinner
Day 0, 10 pax	x	x	x	x	☑
Day 1, 50 pax	☑	☑	☑	☑	☑
Day 2, 50 pax	☑	☑	☑	☑	☑
Day 3, 50 pax	☑	☑	☑	☑	☑
Day 4, 50 pax	☑	☑	☑	☑	x

Address: 8<sup>TH</sup> Floor Pasig City Hall, Caruncho Avenue, Barangay San Nicolas, Pasig City

Trunkline: (02) 8643-0000 local 306

Email Address: researchandplanningdivision@gmail.com




- AM and PM Snack Any light food with drinks
- Breakfast: Typical Filipino Breakfast with a choice of plain rice, fried rice and bread
- Lunch and dinner: 3 Viands with a combination of vegetable and fish and choice of meat (chicken, beef, pork), soup, rice, dessert and drink

IV. Other

- With available free parking enough for the participants
- With 24 hour security, front desk and housekeeping services
- Provision of backdrop for the activity with the program title
- Maintaining of cleanliness of function hall, restrooms, hallway, and dining area
- 4 Breakout rooms and/or big open area for simulation exercise

Prepared by:

  
**BRYANT MERYLL-RUIZ Q. WONG, RN, EMT, MPM**

*City Government Department Head II* 