# 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 -

CLOUD 9 SPORTS AND LEISURE CLUB 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 Overlooking Sumulong Highway, Sta. Cruz, Antipolo City, herein represented by **BERNARDITA B. BELIGANIO**, 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. 100-23-05-1260 for the Lease of Venue for the Integrated Planning Course on Incident Command System - Pasig City Disaster Risk Reduction and Management Office from 16 July 2023 - 21 July 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 (1) potential lessor responded;

WHEREAS, on 10 July 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 Cloud 9 Sports &

# Leisure Club 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 Eight Hundred Twenty Eight Thousand Five Hundred Pesos (Php 828,500.00);

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 16 July 2023 - 21 July 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 **CLOUD 9 SPORTS & LEISURE CLUB 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 **Eight Hundred Twenty Eight Thousand Five Hundred Pesos (Php 828,500.00).** 

# 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.

IN WITNESS WHEREOF, the parties here day of, 2023 at Pasig Ci	
CITY OF PASIG	CLOUD 9 SPORTS & LEISURE CLUB INC.
Ву:	By:
HON. VICTOR MA. REGIS N. SOTTO City Mayor	BERNARDITA B. BELIGANIO Authorized Representative
WITNE	SSES:
(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. 5009. 08. 0060-1666
Funds Available:  MS. MARITA A. CALAJE	Recommending Approval:  BRYANT MERYLL RUIZ Q. WONG
City Treasure,	City Gov't Dept. Head II (PCDRRMO)

#### ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of PASIG CITTOn this day of 1111 114 2023, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
BERNARDITA B. BELIGANIO	6396-8958-2378-369	N/4

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.

Page No.

Book No.

Series of 2023

ATTY, CARLOS C. ABESAMIS
Notary Public-Pasig City
Until December 31, 2023
ROLL NO, 43288
IBP LIFETIME NO, 083/2
PTR NO, 9004628

APPOINTMENT NO, 25 (2022-2023)
MCLE NO, VII-0030173
TIN NO, 127-509-331-00000

# ACKNOWLEDGMENT

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.

, i

Doc. No.

Page No.\_ Book No.

Series of 2023

ATTY CARLOS ABESAMIS

Until December 31, 2023 ROLL NO. 43288

PTR NO. 9904628

APPOINTMENT NO. 25 (2022-2023) MCLE NO. VII-0030173 TIN NO. 127-509-331-00000

Annex "A"

I, BERNADETTE M. VILLAFLOR, of legal age, Filipino, with office address at 531 Commonwealth Ave., Quezon City, after having duly sworn to in accordance with law hereby depose and say that:

- I am the Corporate Secretary of CLOUD 9 SPORTS AND LEISURE CLUB, INC., organized and existing under by virtue of the laws of the Republic of the Philippines, with principal office at Sumulong Highway, Brgy. Sta Cruz, Antipolo City
- I certify that the Board of Directors of the Corporation in a special meeting held on October 3, 2022 at its branch office at No. 531 Commonwealth Ave., old Balara, Quezon City at which meeting a legal quorum was present, the following resolution was duly resolved/adopted;

#### Resolution no. 21-0010182022

"RESOLVED, AS IT IS HEREBY RESOLVED, that the Corporation duly authorized MS. BERNARDITA B. BELIGANIO, Marketing Executive Officer of CLOUD 9 SPORTS AND LEISURE CLUB, INC. Legal age, Filipino and residing at 157-51<sup>st</sup> Engineering st., Soldiers Village, Brgy. Sta Lucia, Pasig City. As Designated Representative of CLOUD 9 SPORTS AND LEISURE CLUB, INC. with office address at Sumulong Highway, Brgy. Sta Cruz, Antipolo City.

'RESOLVED FURTHER, that the Corporation granted full power and authority to do, execute and perform any and all acts necessary and or/to represent CLOUD 9 SPORTS AND LEISURE CLUB, INC. for whatever legal procedure that may help her.

That the foregoing resolutions have not been altered, modified, or revoke and that the same are still in full force and effect.

In witness whereof, I have hereunto affixed my signature and the seal of the Corporation this 3rd day of October 2022 at Quezon City.

DRA. BERNADETTE M. VILLAFLOR

Corporate Secretary

	NOV 0 2 2022	QUEZ	ONCITY
SUBSCRIBED AND SWORN TO before me this	MO day of a core	, 2022. in	Affiant
exhibiting to me her SSS Number 33-3144991	-3.		

CV

115 415

FOR AND IN QUEZON CITY

Series of 2023

Annex "A"

# CERTIFICATION OF UNDER OATH

I, DR. POTENCIANO R. MALVAR, of legal age, Filipino, and a resident of No. 9 Kudarat st. Ayala Heights, Old Balara, Quezon City after having been duly sworn in accordance with, do hereby depose and state:

- That I am the Owner/President of Cloud 9 Sports and Leisure Club, Inc. with
  postal office address at Sumulong Highway, Brgy. Sta Cruz, Antipolo City,
  Philippines. Engaged in the business of Hotel/Resorts and Restaurant, and
  duly registered to before to Securities and Exchange Commission with SEC
  Reg. No. CN 200257620;
- That the above business has been operating since 10<sup>th</sup> day of October, 2002 under Tax Identification number 243-483-077-000;
- That I hereby certify and confirm that CLOUD 9 SPORTS AND LEISURE CLUB, INC. is free from all tax liabilities due to the Government;
- That I have executed this affidavit to attest to the fruitfulness and veracity of all my foregoing statements and whatever legal intents and legitimate purpose it may serve.

IN WITNESS WHEREOF, I have here MAR 2 0 2023 At	unto affixed my signature this day of
	DR. POTENCIANO R. MALVAR
SUBSCRIBED AND SWORN TO BEFO	OWNER/PRESIDENT  ORE ME, this day of 2023 at
3	
DOC. NO	Cycomo/liver-
Page No	ATTY, PRECYON Y, VIALAMAYOR
Book No. 1X	PTR NO 8680598701-09-2022/RUZAL IBP NO 260522/01-05-2023/RUZAL



# PROCUREMENT MANAGEMENT OFFICE

# REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	07 July 2023
Project Title	Lease of Venue for the Integrated Planning Course on Incident Command System — Pasig City Disaster Risk Reduction and Management Office
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
RFQ No.	R1-100-23-05-1260
Approved Budget for the Contract	One Million Five Hundred Sixty Thousand Pesos (Php 1,560,000.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than 10 July 2023, 1:45PM at the Bids and Awards Committee (BAC) through the Procurement Management Office (BAC Secretariat Office), 4th Floor, 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 (RFQ No.); and 2. Name, address and contact details (telephone/cellphone number and email address) of the bidder.
Date, Time and Place of the Negotiation	10 July 2023, 2:00PM, 7th Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall be from 16 July 2023 to 21 July 2023
NOTES	<ol> <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 fallure 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>

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.

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 Integrated Planning Course on Incident Command System under PR No. 100-23-05-1260

### TECHNICAL SPECIFICATIONS/SCOPE OF WORK

Date of activity	Estimated No. of Pax	Number of Days
16 July 2023 (Day 0) Instructors and TWG	15 Pax (7 Rooms)	1
17-21 July 2023 (Day 1-5) Participants, Instructors and TWG	65 pax (35 Rooms)	5

- I. Number of Days: Five (5) Days Live-in Seminar on 17-21 July 2023 and with Day 0 for Instructors and TWG only on 16 July 2023
- II. Desired Venue: Outside Pasig City Hall Preferably Within Rizal Area
- III. Type of Accommodation: Live-in Seminar/Twin (Double) Sharing Room

#### **Board and Lodging**

- > Thirty five (35) Twin (Double) Sharing room
- > 24 hours hot and cold shower
- > Sanitized Beddings, Rooms and Restrooms
- > Arrival on Day 0: 2:00PM
- Arrival on Day 1: 9:00AM
- Check-out time on Day 5: 12:00NN (Last Day)

#### Function Room Requirements

- Can accommodate 65 pax or more, following the IATF guidelines and flexible for group activities and workshops
- Adjustable and comfortable Classroom set up
- Well lighted and well ventilated facility
- Unlimited and free access to internet/WIFI in all areas
- Use of Training Venue for at least 8 to 10 hours
- Twenty (20) tables 3 each for 4 groups of participants and 2 for instructors, 2 secretariat and 4 remaining tables for separate activity
- No pillars in the middle of function room
- Can provide at least (4) breakout rooms or space divider
- Availability of audio-visual equipment with stand-by personnel from hotel
- With complete training/seminar equipment (2 LCD projector and 2 wide screen, lectern, 4 whiteboard or easel with whiteboard pen and eraser, complete sound system, at least 2 extension cords, 5 cordless microphones and 1 microphone stand

#### Meals Requirements:

MEALS	Day 0	Day 1	Day 2	Day 3	Day 4	Day 5
	15 pax	65 pax				
Breakfast		1	1	1	1	1

AM Snacks	V V	/ /	1	1	
Lunch	7 ,	/ /	1	1	
PM Snacks	7	1 1	1	1	
Dinner 🗸	<b>√</b> ,	1 1	1		
For Lunch & Dinner: 3 Name of the choice of meat between chand drinks Food Serving: We prefer and Plated for AM and PM For AM Snack and PM Free flowing candies, throughout the training horother Requirements: Provision for backed Appropriate parking With 24-hour secular Maintaining clear dining area, rooms & brea	erred Buffet I snacks Snack: Any li coffee and, our drop for the ng area for the irity personn iliness at fu	and pork participal activity he participal activity helicipal action half	olus soup, ri fast, Lunch vith drinks d hot and	ce, desser	er er
		FINA	NCIAL PRO	POSAL	
Name of Proj	ect		Gr	and Total	Cost for the Lease of Venue
Lease of Venue for th Planning Course on Incid System (IPIC	lent Comma	100			umount in Figures)
				Amount ir	ı words of Grand Total Cost)

#### 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.
- 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.
- 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)
- 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

Conforme:		
Signature over printed Name	Position	
Duly authorized to sign quotation,		
of	(Please indicate name of company	1



IPICS Trace nine

Disaster Risk Reduction and Management Office

Training Division

#### TERMS OF REFERENCE

COMPLETE TRAINING PACKA	GE (FOOD, ACC	OMMODATION	and use of TRAININ	G VENUE)
Date of Activity	Estimated No. of Pax	Number of Days	Estimated Unit Cost	Estimated Budget
Day O – July 16, 2023 (Instructors and TWG)	15 Pax (7 Rooms)	1	3,250.00	48,750.00
Day 1 to 5 – July 17 - 21, 2023 (Participants, Instructors and TWG)	65 Pax (35 Rooms)	5	4,650.00	1,511,250.00

I. Number of Days : Five (5) Days Live-In Seminar on July 17 - 21, 2023 and

with Day 0 for instructors and TWG only on July 16, 2023

II. Desired Venue : Outside Pasig City Hall preferably within Rizal area

III. Type of Accommodation : Live-In Seminar / Twin (Double) Sharing Room

A. Board and Lodging

Thirty (35) Twin (Double) Sharing Room;

24 Hours Hot and Cold Shower;

- Sanitized Beddings, Rooms and Restrooms;
- Arrival on Day 0 2PM (15 Instructors & TWG);
- Arrival on Day 1 9AM (Participants and Instructors), Check-In time is 2PM; and
- Check-out time of 12 Noon on Day 5 (Last Day)

#### B. Function Room Requirements

- Can accommodate 65 Pax or More, following the IATF Guidelines and flexible for group activities and workshops;
- Adjustable and Comfortable Class Room set-up;
- Well-lighted and ventilated Facility;
- Unlimited and Free access to Internet / WIFI in all areas;
- Use of Training Venue for at least 8 to 10 Hours;
- Twenty (20) Tables 3 each for 4 Groups of Participants and 2 for Instructors, 2 for Secretariat and 4 remaining tables for separate Activity area;
- No pillars in the middle of Function Room;
- Can provide at least (4) breakout rooms or space divider;
- Availability of Audio-Visual Equipment with stand-by personnel from hotel;
- With complete Training/Seminar equipment (2 LCD Projector and 2 wide screen, Lecterns, 4 Whiteboard or Easel with Whiteboard Pen and Eraser, Complete Sound System, At least 2 extension cords, 5 Cordless Microphones and 1 Microphone stand).





#### C. Meal Requirements

Target Date	MEAL BREAKDOWN						
	No. of Pax	Breakfast	AM Snack	Lunch	PM Snack	Dinner	
July 16, 2023 - (Day 0) Sunday	15	x	Х	x	×	/	
July 17, 2023 - {Day 1} Monday	65	1	1	1	1	1	
July 21, 2023 - (Day 2) Tuesday	65	/	1	1	7	1	
July 22, 2023 - (Day 3) Wednesday	65	1	1	1	1	1	
July 23, 2023 - (Day 4) Thursday	65	/	1	1	7	1	
July 24, 2023 - (Day 5) Friday	65	/	1	1	/	×	

- 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;
- . Food Serving: We preferred Buffet for Breakfast, Lunch and Dinner and Plated for AM and PM Snacks
- · For AM-PM SNACK: Any light Food with Drinks;
- · Free flowing Candies, Coffee and/or Tea and Hot and Cold Water throughout the training hour;

#### 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





#### **NOTICE OF AWARD**

# 1 3 JUL 2023

#### **CLOUD 9 SPORTS & LEISURE CLUB INC.**

Overlooking Sumulong Highway, Sta. Cruz, Antipolo City

### Gentlemen/Mesdames:

We are pleased to inform you that your quotation/proposal for the Lease of Venue for the Integrated Planning Course on Incident Command System for Pasig City Disaster Risk Reduction and Management Office under Purchase Request No. 100-23-05-1260 in the amount of Eight Hundred Twenty Eight Thousand Five Hundred Pesos (Php 828,500.00) has been determined to be the lowest calculated and responsive quotation/proposal. The project is therefore awarded to you.

Very truly yours,

HON. VICTOR MA. REGIS N. SOTTO

City Mayor

By authority of the City Mayor:

ATTY. JERONINO J. MANZANERO

City Administrator

Conforme: BERNARDITA B. BELIGANIO

Authorized Representative

**CLOUD 9 SPORTS & LEISURE** 

CLUB INC.

Date: July 14, RORG

RFQ No. R1-100-23-05-1260 | JSCA

