

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 Gabrielle III Condominium, San Miguel Ave., Ortigas Ctr., San Antonio, Pasig City herein represented by **RONALD DENNIS 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. **100-23-05-1266** for the **Lease of Venue for the 5-Days Training for Instructor (TFI) on Incident Command System for Pasig City Disaster Risk Reduction and Management Office** from September 10 to 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 28 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 **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 **Two Million Four Thousand Two Hundred Fifty Pesos (Php 2,004,250.00);**

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 10 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 **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 **Two Million Four Thousand Two Hundred Fifty Pesos (Php 2,004,250.00);**

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 03 AUG 2023
day of _____, 2023 at **Pasig City**.

CITY OF PASIG

LINDEN SUITES, INC.

By:

By:


VICTOR MA REGIS N. SOTTO
City Mayor


RONALD DENNIS 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
100-2023-06-6073-1999

Funds Available:

Recommending Approval:


MS. MARITA A. CALAJE
City Treasurer


BRYANT MERYLL RUIZ Q. WONG
City Govt. Dept. Head II (PCDRMO)

ACKNOWLEDGMENT

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 03 AUG 2023, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
RONALD DENNIS JIMENEZ	TIN <u>286-002-712-080</u>	

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. 49
Page No. 11
Book No. 169
Series of 2023

FERDINAND B. AYAHAO
Notary Public
For Pasig City, Alabang and San Juan City
Appointment No. 108 (2022-2023) valid until 12/31/2023
MCLE: Exemption No. VII-BEP005719 valid until 04/14/25
Roll No. 46377; IBP LRN 02459; OR 535886; 06/21/2001
TIN 123-011-785; PTR 0161665; 01/06/23; Pasig City
Unit 5, West Tower PSE, Exchange Road
Ortigas Center, Pasig City Tel: +632-86314090

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of AUG 11 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. 380
Page No. 72
Book No. 70
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
Page 5 of 5 | CONTRACT NO. 100-23-05-1266 | JHC

REPUBLIC OF THE PHILIPPINES)
BASIG CITY) S.S.

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 Ma. 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 day of 2022 at, BASIG CITY


FERNANDO H. MURO
Assistant Corporate Secretary

SUBSCRIBED AND SWORN to before me this JUN 16 day of 2022 at BASIG CITY, affiant exhibiting to me his Passport No. P12630758 issued on 29 March 2019 by the Department of Foreign Affairs Manila.

Doc. No. 112 ;
Page No. 04 ;
Book No. 104 ;
Series of 2022.

~~ATTY. FERDINAND D. AYALAO~~
~~Notary Public~~
~~Appointment No. 184 (2020-2021)~~
~~Extended Until June 30, 2022~~
~~For Pasig City, Calabarzon and San Juan City~~
~~Roll No. 0472-2020 Exemption No. VII-BEP003710; 03-24-21~~
~~10F LKN 0080, P.O. Box 1001, Pasig City 1600~~
~~TIN 123-0123456789 (1234567890-21) Pasig~~
~~Unit 5, G/F West Tower 135 Side, Exchange Road~~
~~Ortigas Center, Pasig City Tel. 0985452221~~



REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	19 July 2023
Project Title	Lease of Venue for the 5-Day Training for Instructor (TFI) 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.	100-23-05-1266
Approved Budget for the Contract	Two Million Seven Hundred Thirty Three Thousand Two Hundred Fifty Pesos (Php 2,733,250.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than <u>28 July 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 (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	28 July 2023, 2:00 PM, 7 th Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall commence from Sept. 10, 2023 to Sept. 15, 2023.
NOTES	<ol style="list-style-type: none">1. Lessor shall submit their offer/quotation through their duly authorized representatives2. Quotations submitted exceeding the Approved Budget for the Contract (ABC) shall be rejected.3. The prices quoted are to be paid in Philippine Currency.4. All prices quoted are subject to all Philippine Tax Statutes.5. Award of contract shall be made to the lowest quotation which complies with the technical specifications and other terms and conditions stated herein.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.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.

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 5-Day Training for Instructor (TFI) on Incident Command System – Pasig City Disaster Risk Reduction and Management Office under RFQ No. 100-23-05-1266	
TECHNICAL SPECIFICATIONS/SCOPE OF WORK	
I. Number of Days: Five (5) Days Live-in Seminar on September 11-15, 2023 and with Day 0 for Instructors and TWG only on September 10, 2023 II. Desired Venue: Pasig City preferably within Ortigas area III. Type of Accommodation: Live-in Seminar / Twin (Double) Sharing Room	
Board and Lodging <ul style="list-style-type: none"> ➤ Thirty Five (35) Twin (Double) Sharing Room ➤ 24 Hours Hot and Cold Shower; ➤ Sanitized Beddings, Rooms and Restrooms; ➤ Arrival on Day 0 – 2PM (20 Instructors & TWG); ➤ Arrival on Day 1 – 9AM (45 Participants and Instructors), Check-in time is 2PM; and ➤ Check-out time of 12 Noon on Day 5 (Last Day) or maybe on extended hours due to some valid reasons 	
Function Room Requirements <ul style="list-style-type: none"> • Can accommodate 65 Pax or More, following the IATF Guidelines and flexible for group activities and workshops; • (1) Instructors room, (4) Meeting Room/Breakout Room for participants that can accommodate 10-15 pax each Breakout room and plenary; • 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) space divider; • Availability of Audio-Visual Equipment with stand-by personnel from hotel; • With complete Training/Seminar equipment (6 LCD Projector and 6 wide screen, Lecterns, 8 Whiteboard or Easel with Whiteboard Pen and Eraser, Complete Sound System, at least 6 extension cords, 6 Cordless Microphones and 1 Microphone stand). 	
Meals Requirements <ul style="list-style-type: none"> • 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; • Food Serving: We preferred Buffet for Breakfast, Lunch and Dinner and Plated for AM and PM Snacks; Free Following Candies, Coffee and/or Tea and Cold Water throughout the training hour;	

TARGET DATE	MEAL BREAKDOWN					
	No. of Pax	Breakfast	AM Snacks	Lunch	PM Snacks	Dinner
September 10, 2023 – Day (0) Sunday	20	x	x	x	x	✓
September 11, 2023 – Day (1) Monday	65	✓	✓	✓	✓	✓
September 12, 2023 – Day (2) Tuesday	65	✓	✓	✓	✓	✓
September 13, 2023 – Day (3) Wednesday	65	✓	✓	✓	✓	✓
September 14, 2023 – Day (4) Thursday	65	✓	✓	✓	✓	✓
September 15, 2023 – Day (5) Friday	65	✓	✓	✓	✓	x

Other Requirements:

- Meeting Room / Breakout Room for Group Activity and Participants Module Exercises;
- 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;

FINANCIAL PROPOSAL

Name of Project	Grand Total Cost for the Lease of Venue
Lease of Venue for the 5-Days Training for Instructor (TFI) on Incident Command System – Pasig City Disaster Risk Reduction and Management Office under RFQ No. 100-23-05-1266	<p>Php _____</p> <p>(Amount in Figures)</p> <p>_____</p> <p>_____</p> <p>(Amount in words of Grand Total Cost)</p>

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

5-DAYS TRAINING FOR INSTRUCTOR (TFI) on INCIDENT COMMAND SYSTEM				
<i>NOTE: Complete LIVE-IN Training Package (Hotel Accommodation/Food & Venue)</i>				
Date of Activity	Estimated No. of Pax	Number of Days	Estimated Unit Cost	Estimated Budget
September 10, 2023 (PM Arrival) – Day 0 (Dinner & Accommodation only for Instructors & TWG)	20 Pax (10 Rooms)	1	Php 3,850.00	Php 77,000.00
September 11-15, 2023 – Day 1 to 5 (Complete Training Package for Participants, Instructors & TWG)	65 Pax (35 Rooms)	5	Php 6,250.00	Php 2,031,250.00

OTHER TRAINING NEEDS	QTY.	Number of Days	Unit Cost	Total Cost
Instructors Room and Breakout Room (To be used by Instructors and Groupings of Participants)	5	5	Php 25,000.00	Php 625,000.00

- I. Number of Days : Five (5) Days Live-In Seminar on September 11-15, 2023 and with Day 0 for Instructors and TWG only on September 10, 2023
- II. Desired Venue : Pasig City preferably within Ortigas 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 (20 Instructors & TWG);
- Arrival on Day 1 - 9AM (45 Participants and Instructors), Check-In time is 2PM; and
- Check-out time of 12 Noon on Day 5 (Last Day) or maybe on extended hours due to some valid reasons

B. Function Room Requirements

- Can accommodate 65 Pax or More, following the IATF Guidelines and flexible for group activities and workshops;
- (1) instructors room, (4) Meeting Room/Breakout Room for Participants that can accommodate 10-15 pax each Breakout room and plenary;
- 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) space divider;
- Availability of Audio-Visual Equipment with stand-by personnel from hotel;
- With complete Training/Seminar equipment (6 LCD Projector and 6 wide screen, Lecterns, 8 Whiteboard or Easel with Whiteboard Pen and Eraser, Complete Sound System, At least 6 extension cords, 6 Cordless Microphones and 1 Microphone stand).



Target Date	MEAL BREAKDOWN					
	No. of Pax	Breakfast	AM Snack	Lunch	PM Snack	Dinner
September 10, 2023 - (Day 0) Sunday	20	x	x	x	x	/
September 11, 2023 - (Day 1) Monday	65	/	/	/	/	/
September 12, 2023 - (Day 2) Tuesday	65	/	/	/	/	/
September 13, 2023 - (Day 3) Wednesday	65	/	/	/	/	/
September 14, 2023 - (Day 4) Thursday	65	/	/	/	/	/
September 15, 2023 - (Day 5) Friday	65	/	/	/	/	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;
- **Food Serving:** We preferred Buffet for Breakfast, Lunch and Dinner and Plated for AM and PM Snacks
- Free flowing Candies, Coffee and/or Tea and Hot and Cold Water throughout the training hour;

D. Other Requirements

- Meeting Room / Breakout Room for Group Activity and Participants Module Exercises
- 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
 PCDRMO Training Division Chief
 #0928-2912053