

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 -

SPLASH SUITES, a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at Brgy. Bagong Tubig, Tagaytay City, herein represented by **ANNA MARIE P. ESPELETA**, Authorized Representative, pursuant to the Special Power of Attorney 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. 100-23-05-1229 for the **Lease of Venue for the Mid-Year Assessment Seminar for Cultural Affairs and Tourism Office** from August 9 to 11, 2023;

WHEREAS, pursuant to Section 53.10 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 (Government Procurement Reform Act) and the Consolidated Guidelines for Alternative Methods of Procurement, the **LESSEE**, through its Bids and Awards Committee ("BAC"), sent Requests for Quotations to at least three (3) potential lessors, and one (1) potential lessor responded;

WHEREAS, on 02 August 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 **SPLASH SUITES**;

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 Single Calculated and Responsive Quotation/Proposal in the amount of **Two Hundred Twenty Eight Thousand Four Hundred Pesos (Php 228,400.00)**;

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 9 to 11 August 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 **SPLASH SUITES** 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 Hundred Twenty Eight Thousand Four Hundred Pesos (Php 228,400.00)**.

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 08 AUG 2023
day of _____, 2023 at Pasig City.

CITY OF PASIG

SPLASH SUITES

By:

By:


VICTOR MA REGIS N. SOTTO
City Mayor


ANNA MARIE P. ESPELETA
Authorized Representative

WITNESSES:


(Printed Name and Signature)

(Printed Name and Signature)

Funds Appropriated:


MS. MARTINELLI A. SANTIAGO
OIC - City Budget Office

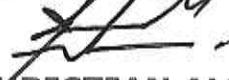
Funds Obligated:


MS. JUVY A. CUENCO
City Accountant
106-2023-06-0572-1072

Funds Available:


MS. MARITA A. CALAJE
City Treasurer

Recommending Approval:


CHRISTIAN ALLEN N. ECHECHE
Executive Assistant I - CATO

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of _____) S.S.

PASIG CITY

PASIG CITY

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

AUG 08 2023

Name	Government ID	Issue and Expiry Date
ANNA MARIE P. ESPELETA	VMID 10 0033-2449254-0	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. 141
Page No. 37
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

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of **AUG 08 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. 182
Page No. 37
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

SPECIAL POWER OF ATTORNEY ANNEX "A"

I, JOSEFINA N. BERNARDO, OWNER of SPLASH SUITES, a sole proprietorship registered under the laws of the Philippines with office at BRGY. BAGONG TUBIG, TAGAYTAY CITY, do hereby appoint ANNA MARIE P. ESPELETA, of legal age with residence and postal address at UNIT 1211 CITYLAND PASONG TAMO ESTACION ST. PIO DEL PILAR, MAKATI CITY, as true and designated person to act as the Authorized Representative for transactions with the CITY GOVERNMENT OF PASIG.

I hereby grant, unto my representative, full power and authority to do, execute and perform any and all acts necessary to render effective the power above stated.

AUG 02 2023 PASIG CITY

In witness whereof, I have hereunto set my hand this ___ day of ___, ___ at ___

Handwritten signature of Josefina N. Bernardo

JOSEFINA BERNARDO

Signed in the presence of:

ACKNOWLEDGMENT

Republic of the Philippines) PASIG CITY) S.S

AUG 02 2023

BEFORE ME, this ___ day of ___, 20___ at PASIG CITY, Philippines, personally appeared the following persons, with their competent evidence of identity as defined under the 2004 Rules on Notarial Practice:

Table with 2 columns: Name, Government Issued Identification Card with No. Row 1: JOSEFINA N. BERNARDO, PASSPORT NO. P0522384C, JUNE 15, 2022 / DFA NCR SOUTH

Above named persons are all known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged before me that the same is their free and voluntary act and deed.

WITNESS MY HAND AND SEAL, on the date and place first above written

Handwritten signature of Jose Lito Constantino, ATTY. JOSELITO B. CONSTANTINO, NOTARY PUBLIC, Cities of Pasig, San Juan and In the Municipality of Pateros, Metro Manila, PTR No. 0139418 / 01-01-2023, IBP No. 259629 / 12-1-2022, MCLE No. VII-0019527 valid until April 14 2025, S. C. Roll No. 31102, TIN No. 232-59, G/F Pasig City Hall Brgy. San Nicolas Pasig City, Appointment No. 132 (2023-2024), Contact No. 09273112426 / 09499240131

Notary Public

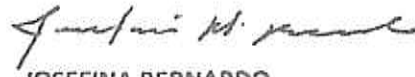
Doc. No. 109; Page No. 23; Book No. XXVI; Series of 2023




August 1, 2023


**ATTY. PONCE MIGUEL D. LOPEZ
OFFICER IN CHARGE
PROCUREMENT MANAGEMENT OFFICE
CITY GOVERNMENT OF PASIG
BIDS AND AWARDS COMMITTEE**

This is to appoint **MS. ANNA MARIE P. ESPELETA**, Senior Account Manager, as the true and designated person to act as the Authorized Representative for transactions with the CITY GOVERNMENT OF PASIG.


JOSEFINA BERNARDO


CITYLAND PASONG TAMO INCORPORATED
 Value Education, The First Past 20 Years City
 Tel. No. 884-2704

20091



UNIT NO. 1211
ANNA MARIE P. ESPLITA
 Name
Esplita
 Signature


REPUBLIC OF THE PHILIPPINES
 United Multi Purpose ID


CRN: E033-W4428410



Name
ESPELETA
 Surname
ANNA MARIE
 Date of Birth
POLICAMP10
 24/04/80/PS
 2008 0 5073 01 CALINDAYAN
 01 VILLA RENOVADA BUDY SAN
 25 DMS PARANAGUT CITY NCR
 NR 0700

This is to certify that the person whose name, photo, and signature appears hereon is a bonafide resident of CPTI.

If found, kindly return to the administration office or lobby guard.


 Authorized Signature





PASIG
CITY GOVERNMENT

PROCUREMENT MANAGEMENT OFFICE

ANNEX "B"

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

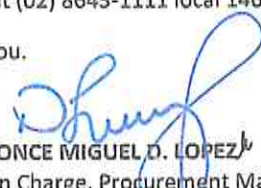
Date	31 July 2023
Project Title	Lease of Venue for the Mid-Year Assessment Seminar – Cultural Affairs and Tourism Office
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
RFQ No.	100-23-05-1229
Approved Budget for the Contract	Two Hundred Eighty Eight Thousand Pesos (Php 288,000.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than <u>02 August 2023, 1:45 PM</u> at the Bids and Awards Committee (BAC) through the Procurement Management Office (BAC Secretariat Office), <u>4th Floor</u> , Pasig City Hall, San Nicolas, Pasig City. You may enclose all the documents in an envelope duly marked with the following details: 1. Title and reference number of the project (Purchase Request No.); and 2. Name, address and contact details (telephone/cellphone number and email address) of the bidder.
Date, Time and Place of the Negotiation	02 August 2023, 2:00 PM, 7 th Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall commence from August 9, 2023 to August 11, 2023
NOTES	<ol style="list-style-type: none">1. Lessor shall submit their offer/quotation through their duly authorized representatives.2. 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 Mid-Year Assessment Seminar – Cultural Affairs and Tourism Office under RFQ No. 100-23-05-1229									
TECHNICAL SPECIFICATIONS/SCOPE OF WORK									
August 9, 2023 to August 11, 2023									
I. DATE AND VENUE OF EVENTS									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%;">EVENT</th> <th style="width: 33%;">DATE & TIME</th> <th style="width: 33%;">VENUE</th> </tr> </thead> <tbody> <tr> <td>3-DAY MID-YEAR ASSESSMENT SEMINAR</td> <td>August 9-11, 2023</td> <td>Hotel within Tagaytay</td> </tr> </tbody> </table>		EVENT	DATE & TIME	VENUE	3-DAY MID-YEAR ASSESSMENT SEMINAR	August 9-11, 2023	Hotel within Tagaytay		
EVENT	DATE & TIME	VENUE							
3-DAY MID-YEAR ASSESSMENT SEMINAR	August 9-11, 2023	Hotel within Tagaytay							
II. SPECIFICS									
Schedules:									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">DATE</th> <th style="width: 40%;">TIME</th> </tr> </thead> <tbody> <tr> <td>August 9, 2023 Check-in (Day 1)</td> <td>10:00 AM- 5:00 PM</td> </tr> <tr> <td>August 10, 2023 (Day 2)</td> <td>8:00 AM- 5:00 PM</td> </tr> <tr> <td>August 11, 2023 (Day 3) Check out</td> <td>8:00 AM- 5:00 PM</td> </tr> </tbody> </table>		DATE	TIME	August 9, 2023 Check-in (Day 1)	10:00 AM- 5:00 PM	August 10, 2023 (Day 2)	8:00 AM- 5:00 PM	August 11, 2023 (Day 3) Check out	8:00 AM- 5:00 PM
DATE	TIME								
August 9, 2023 Check-in (Day 1)	10:00 AM- 5:00 PM								
August 10, 2023 (Day 2)	8:00 AM- 5:00 PM								
August 11, 2023 (Day 3) Check out	8:00 AM- 5:00 PM								
Number of days and nights: 3 days and 2 nights									
Number of Participants: 30 pax									
Budget: Php 3,200.00 per person x 30 pax x 3 days = Php 288,000.00									
Hotel Accommodation:									
<ul style="list-style-type: none"> • With air-conditioned, cable television, private toilet & bath and free use of WI-FI • Three (3) or Four (4) person per room • One (1) Twin sharing room • Free use of outdoor swimming pool 									
Function Room Requirements									
<ul style="list-style-type: none"> • Classroom type tables and chairs set-up • One (1) table for the registration • Use of audio- visual facilities such as LCD w/ screen, whiteboard w/ markers & eraser, flipchart, pads and pencils • Use of podium and extension cords • Use of sound system with three (3) microphones • Free flowing coffee or tea with candies • Use of venue for at least 10 hours • Use of Internet connection during seminar 									
Meals Requirements : All Meals are Served as Assisted Buffet with Overflowing Coffee									
<ul style="list-style-type: none"> • Meals on Day 1- Lunch, PM Snacks, and Dinner • Meals on Day 2- Breakfast, AM Snacks, Lunch, PM Snacks, Dinner and Cocktails • Meals on Day 3- Breakfast, AM Snacks, Lunch, PM Snacks, <ul style="list-style-type: none"> ❖ Cocktails - 2 pica-pica with 2 drinks each. (Social Night) ❖ AM and PM Snacks served with sandwich/ pastry or pasta 									

❖ Lunch and Dinner served with soup, vegetables, 2 main dishes, rice, dessert, and drink	
FINANCIAL PROPOSAL	
Name of Project	Grand Total Cost for the Lease of Venue
Lease of Venue for the Mid-Year Assessment Seminar – Cultural Affairs and Tourism Office under RFQ No. 100-23-05-1229	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.gpppb.gov.ph/assets/forms/Omnibus%20Sworn%20Statement\(Revised\).docx](https://www.gpppb.gov.ph/assets/forms/Omnibus%20Sworn%20Statement(Revised).docx)

5. Proof of Authorization i.e. duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture or a Special Power of Attorney, in case of Sole Proprietorship.

BIDDER'S COMMITMENT:

We hereby agree and bind ourselves to the terms and conditions herein specified, to the manner of procurement and evaluation set up by the Bids and Awards Committee (BAC), and to the Implementing Rules and Regulations of the Republic Act No. 9184. We further certify that we have read and agree to the Terms of Reference, if any, attached in the Request for Quotation.

We understand that the City Government of Pasig is not bound to accept the lowest or any bid it may receive.

Conforme:

Signature over printed Name Position

Duly authorized to sign quotation/offer for and on behalf
of _____ *(Please indicate name of company)*



ANNEX "B"

TERMS OF REFERENCE
for
HOTEL ACCOMMODATION FOR THE MID-YEAR ASSESSMENT SEMINAR OF THE
CULTURAL AFFAIRS AND TOURISM OFFICE

I. BACKGROUND

The Cultural Affairs and Tourism Office (CATO) office aims to review and analyze specific target, goals and objectives that needs to be accomplished by the end of the given year and discuss all and any mid-year adjustments.

The participants are the admin staff of CATO, Tanghalang Pasigueño, Pasig City Museum, and the officers of Pasig City Band.

II. DATE AND VENUE OF EVENTS

EVENT	DATE & TIME	VENUE
3-DAY MID-YEAR ASSESSMENT SEMINAR	August 9-11, 2023	Hotel within Tagaytay

III. SPECIFICS

Schedules:

DATE	TIME
August 9, 2023 Check-in (Day 1)	10:00 A.M. – 5:00 P.M.
August 10, 2023 (Day 2)	8:00 A.M. – 5:00 P.M.
August 11, 2023 (Day 3) Check out	8:00 A.M. – 5:00 P.M.

Number of days and nights: 3 days and 2 nights
Number of Participants: 30 pax
Budget: Php 3,200.00 per person x 30 pax x 3 days = Php 288,000.00





PASIG
CITY OFFICE

CULTURAL AFFAIRS AND TOURISM OFFICE

Inclusions:

Hotel Accommodation:

- With air conditioned, cable television, private toilet & bath and free use of WIFI
- Three (3) or four (4) person per room
- One (1) Twin sharing room
- Free use of outdoor swimming pool

Meals: All Meals Are Served as Assisted Buffet with Overflowing Coffee

- Meals on Day 1 - Lunch, PM Snacks, and Dinner
- Meals on Day 2 - Breakfast, AM Snacks, Lunch, PM Snacks, Dinner, and Cocktails
- Meals on Day 3 - Breakfast, AM Snacks, Lunch, and PM Snacks

*Cocktails - 2 pica pica with 2 drinks each. (Social Night)

*AM and PM Snacks served with sandwich/pastry or pasta

*Lunch & Dinner served with soup, vegetables, 2 main dishes, rice, dessert, and drink

Function Room:

- Classroom type tables and chairs set-up
- One (1) table for the registration
- Use of audio-visual facilities such as LCD w/ screen, whiteboard w/ markers & eraser, flipchart, pads and pencils
- Use of podium and extension cords
- Use of sound system with three (3) microphones
- Free flowing coffee or tea with candies
- Use of venue for at least 10 hours
- Use of Internet connection during the seminar

Prepared by:

MARIE CHARLA A. ESPINO
Admin Aide IV, Cultural Affairs and Tourism Office

Noted by:

CHRISTIAN ALLEN N. ECHECHE
OIC, Cultural Affairs and Tourism Office

4th Floor, Pasig Revolving Tower 4th Floor, Pasig Revolving Tower
Market Avenue, Barangay San Nicolas, Pasig City, 1600 Metro Manila
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IKR-450 TRON
Pasig City Office