

CONTRACT OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

This contract is made and entered in the City of Pasig, Metro Manila by and between:

THE CITY OF PASIG, a local government unit duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office at City Hall, Caruncho Ave., Barangay San Nicolas, Pasig City, herein represented by **HON. VICTOR MA REGIS N. SOTTO**, in his capacity as City Mayor, hereinafter referred to as the "LESSEE";

- and -

LINDEN SUITES, INC., a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at Gabriel III Condominium, San Miguel Ave., Ortigas Center, San Antonio, Pasig City, herein represented by **RONALD DENNIS 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. **100-23-05-1258** for the **Lease of Venue for the Four (4) day Rapid Damage Assessment and Need Analysis (RDANA) Training Course for Private Sector - Pasig City Disaster Risk Reduction and Management Office** from 28 August 2023 to 01 September 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 (3) 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 **One Hundred Forty Eight Thousand Pesos (Php 148,000.00)**;

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 28 August 2023 to 01 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 **One Hundred Forty Eight Thousand Pesos (Php 148,000.00)**.

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 10 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
100-2023-05-0656-1999

Funds Available:

Recommending Approval:

MS. MARITA A. CALAJE
City Treasurer

BRYANT MERYLL RUIZ Q. WONG
City Gov't Head II (PCDRRMO)

A C K N O W L E D G M E N T

REPUBLIC OF THE PHILIPPINES)
City of **PASIG CITY**) S.S.

BEFORE ME, a Notary Public for and in the City of **PASIG CITY**, on this day of 10 AUG 2023, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
RONALD DENNIS JIMENEZ	286 0027R 000	7/23/22

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. 248
Page No. 5
Book No. 171
Series of 2023

FERDINAND D. AYALAO
Notary Public
For Pasig City, Pateros and San Juan City
Appointment No.108 (2022-2023) valid until 12/31/2023
MCLE Exemption No.VII-BEP003719 valid until 04/14/25
Roll No. 46377; IBP LRN 02459; OR. 535886; 06/21/2001
TIN 123-911-789; PTR 0161669; 01/06/23; Pasig City
Unit 5, West Tower PSB, Exchange Road
Ortigas Center, Pasig City Tel:+632-86314090

A C K N O W L E D G M E N T

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of AUG 24 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. 361
Page No. 74
Book No. 31
Series of 2023

ATTY. CARLOS C. ABESAMIS
Notary Public-Pasig City
Until December 31, 2023
ROLL NO. 43278
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. 100-23-05-1258 | JSC

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 2022 day of JUNE at PASIG CITY


FERNANDO H. MURO
Assistant Corporate Secretary

SUBSCRIBED AND SWORN to before me this JUN 16 2022 day of JUNE, at PASIG CITY,
affiant exhibiting to me his Passport No. P1263075B 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, Caceros and San Juan City~~
~~Roll No. 40379, ARTICLE Exemption No. VII-BEP003719; 03-24-22~~
~~IBT TRN 0450, OR. No. 33901, 16-21-2001~~
~~TIN: 123-911-700; PZR: 3129964; 01-03-22; Pasig~~
~~Unit 5, Cdf West Tower FSE Bldg., Exchange Road~~
~~Ortigas Center, Pasig City Tel. 0295452021~~



PASIG

PROCUREMENT MANAGEMENT OFFICE

ANNEX " B "

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION


Date	25 July 2023
Project Title	Lease of Venue for the Four (4) day Rapid Damage Assessment and Need Analysis (RDANA) Training Course for Private Sector – Pasig City Disaster Risk Reduction and Management Office
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
RFQ No.	100-23-05-1258
Approved Budget for the Contract	One Hundred Eighty Thousand Pesos (Php 180,000.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than <u>28 July 2023, 1:45PM</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	<u>28 July 2023, 2:00PM</u> , 7 th Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall commence from <u>28 August 2023 to 01 September 2023</u>
NOTES	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, Jr.
Officer in Charge, Procurement Management Office



Description of Service Requirement	Offered Technical Proposal Please fill in with either: "Comply" or "Not Comply"																																				
<p align="center">Lease of Venue for the Four (4) day Rapid Damage Assessment and Need Analysis (RDANA) Training Course for Private Sector – Pasig City Disaster Risk Reduction and Management Office under PR No. 100-23-05-1258</p>																																					
<p align="center">TECHNICAL SPECIFICATIONS/SCOPE OF WORK</p>																																					
<p>Target Dates: 28 August to 01 September 2023 Location/Desired Venue: Outside Pasig City Hall Within Metro Manila Type of Accommodation: Hotel accommodation with package meal</p>																																					
<p>Board and Lodging (Full Board)</p> <p>Twin-Sharing Room (live-in), Sanitized Beddings, Rooms and Restrooms</p> <ul style="list-style-type: none"> ➤ Air-conditioned ➤ 24 hours hot and cold shower ➤ Arrival: Day 0, 28 August 2023 (Monday) 2:00PM for 10 persons ➤ Check out: Day 4, 01 September 2023 (Friday) 12:00NN for 10 persons 																																					
<p>Meals Requirements: for 10 pax</p> <table border="1" data-bbox="290 1029 946 1392"> <thead> <tr> <th>MEALS</th> <th>Breakfast</th> <th>AM Snacks</th> <th>Lunch</th> <th>PM Snacks</th> <th>Dinner</th> </tr> </thead> <tbody> <tr> <td>Day 0</td> <td></td> <td></td> <td></td> <td></td> <td align="center">✓</td> </tr> <tr> <td>Day 1</td> <td align="center">✓</td> <td></td> <td></td> <td></td> <td align="center">✓</td> </tr> <tr> <td>Day 2</td> <td align="center">✓</td> <td></td> <td></td> <td></td> <td align="center">✓</td> </tr> <tr> <td>Day 3</td> <td align="center">✓</td> <td></td> <td></td> <td></td> <td align="center">✓</td> </tr> <tr> <td>Day 4</td> <td align="center">✓</td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <ul style="list-style-type: none"> ● Breakfast: Typical Filipino Breakfast with a choice of plain rice, fried rice and bread ● Dinner: 3 viands with a combination of vegetables and fish and choice of meat (chicken, beef, pork), soup rice, dessert and drink 		MEALS	Breakfast	AM Snacks	Lunch	PM Snacks	Dinner	Day 0					✓	Day 1	✓				✓	Day 2	✓				✓	Day 3	✓				✓	Day 4	✓				
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Day 4	✓																																				
<p>Other Requirements:</p> <ul style="list-style-type: none"> ● With available free parking enough for the participants ● With 24-hour security, front-desk and housekeeping services ● Use of conference room with sound system, wireless microphone, projector screen, tables, chairs, clicker and unlimited Wi-fi Access. 																																					
<p align="center">FINANCIAL PROPOSAL</p>																																					
<p align="center">Name of Project</p>	<p align="center">Grand Total Cost for the Lease of Venue</p>																																				
<p>Lease of Venue for the Four (4) day Rapid Damage Assessment and Need Analysis (RDANA) Training Course for</p>	<p align="center">PhP _____</p>																																				



TERMS OF REFERENCE

A. PROCUREMENT TITLE

Four (4) day Rapid Damage Assessment and Need Analysis (RDANA) Training Course for Private Sector

Target Dates:

August 28 to September 1, 2023

B. LOCATION/ DESIRED VENUE

Outside Pasig City Hall within Metro Manila

C. TYPE OF ACCOMMODATION

Hotel Accommodation with Package Meal

I. Board and Lodging

- Twin sharing rooms, Sanitized beddings, rooms and restroom
- Air-conditioned
- 24 hours hot and cold shower
- Arrival
Day 0: August 28, 2023 (Monday) at 2:00pm for 10 persons
- Check-out
Day 4: September 1, 2023 (Friday) at 12:00noon for 10 persons

II. Meal


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

- Breakfast: Typical Filipino Breakfast with a choice of plain rice, fried rice and bread
- Dinner: 3 Viands with a combination of vegetable and fish and choice of meat (chicken, beef, pork), soup, rice, dessert and drink

III. Other

- With available free parking enough for the participants
- With 24 hour security, front desk and housekeeping services
- Use of Conference Room with sound system, wireless microphone, Projector Screen, Projector, Tables, Chairs, Clicker and unlimited Wi-Fi Access.

Prepared by:


BRYANT MERYLL RUIZ Q. WONG, RN, EMT, MPM
City Government Department Head II
Pasig City Disaster Risk Reduction and Management Office