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 -

FRONTIER ORTIGAS HOTEL AND RESORT CORPORATION, a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at Marco Polo Hotel Ortigas Manila, Meralco Ave. Cor. Sapphire Rd. Ortigas Ctr. San Antonio, Pasig, herein represented by RICHARD MICHAEL SIMMONS, 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. 100-23-05-817 for the Lease of Venue for the Capacity Development Training: "FocusED: EM at the Frontline of Climate Crisis" for Pasig City General Hospital from September 28 to 29, 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 31 July 2023, the **LESSEE**, through its BAC, conducted a negotiation and after evaluation on 04 August 2023 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 FRONTIER ORTIGAS HOTEL AND RESORT CORPORATION;

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 Million One Hundred Forty Thousand Pesos (Php 1,140,000.00);

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 to 29 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 **FRONTIER ORTIGAS HOTEL AND RESORT CORPORATION** 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 Million One Hundred Forty Thousand Pesos (Php 1,140,000.00).**

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

Page 2 of 5 | CONTRACT NO. 100-23-05-817 | AEN

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

Page 3 of 5 | CONTRACT NO. 100-23-05-817| AEN

o set their hands this
<i>'</i> .
FRONTIER ORTIGAS HOTEL AND RESORT CORPORATION
By:
RICHARD MICHAEL SIMMONS Authorized Representative
S E S:
(Printed Name and Signature)
Funds Øbligated:
/ let./
A MS. JUVY A. CUENCO
City Accountants 100 - 2023 - 06 - 6266 - 4421
Recommending Approval:
PAULO A. CASTRO JR., MD PHD
City Gov't. Dept. Head II- Medical Director

ACKNOWLEDGMENT

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

LASIG CITY

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

Name	Government ID	Issue and Expiry Date
RICHARD MICHAEL		ISSUANCE DATE: JUN 29,704
SIMMONS	PE0401169	EXPIRY DATE: JUN 29, 2024

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.

*5*06 Doc. No._ Page No._ 103 Book No. CLXXI

Series of 2023

atty. Lolita W. McDonough-Lim

Notary Public until Dec. 31, 2024 Pasie, San Juan, & Pateros M. Mla. Appeliatment No. 49 (2023-2024) PIR No. 0139412/Jan. 03, 2023 BP No. 173491/10-02-2022 for the Year 2023/RSM MCLE Exemption No. VIII-IPD000051

Roll No. 34423 2nd Fir. Armal Center Velasco Avo Malinao, Pasig City

ACKNOWLEDGMENT

BEFORE ME 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.

Doc. No.

Page No. Book No.

Series of 2023

ATTY. GER BP. RUBIO ty San Juan and Pateros Notary Public-Pasig er 31, 2024 Until De

W. 18. 9824829 APPOINTMENT NO. 278(2023-2024) MOLE EXEMPTION NO. VIII-BEF002249

TIN NO. 238-919-755

Page 5 of 5 | CONTRACT NO. 100-23-05-817 | AEN

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ANNEX "A"

SECRETARY'S CERTIFICATE

I, PATRICIA KIRSTEN JODI D. DOLATRE, Filipino, of logal age with office address at 23/F Multihational Bancorporation Conton, 6805 Ayara Avenue, Makati City, being the duly elected and quantified Assistant Corporate Secretary of FRONTIER ORTIGAS HOTEL AND RESORT CORPORATION (the "Corporation"), a corporation organized and existing under Philippine laws, with office address at 21/F Marco Polo Ortigas Manila, Sapphire Road, Ortigas Center, Pasig City, after having been sworn in accordance with law, do hereby certify that at the Special Meeting of the Board of Directors of the Corporation held on July 7, 2023 via conference call, at which meeting a quorum was present and acting throughout, the following resolutions were unanimously approved:

"RESOLVED, that the Board of Directors of FRONTIER ORTIGAS HOTEL AND RESORT CORPORATION (the 'Corporation') appoint effective as it hereby does, any one of the following company officers as its authorized representative in its transactions with the Local Government of Pasig City ('LGU Pasig') and to secure, execute, sign, submit and deliver any and all documents that may be required by the LGU Pasig:

Name and Position

Richard Michael Simmons (General Manager)

Marie Angeline Y. Co (Director of Finance)

"RESOLVED, FURTHER, that the aforementioned resolutions shall be valid and binding upon the Corporation unless and until the LGU Pasig receives a Certificate from the Corporation revoking such authority."

IN WITNESS WHEREOF, this Secretary a Certificate is signed on this 13th day of July 2023 in Makati

PATRICIA KIN TEN JODI D. DOLATRE

SUBSCRIBED AND SWORN to before me this 13th day of July 2023 in Makati City, affiant personally known to me and exhibiting her Taxpayor Identification No. 724-818-143 issued by the Bureau of Internal Revenue, as competent evidence of her identity.

Page No. 45 : 8ook No. 17 : Series of 2023.

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City

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Assistant Corporate Secretary

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PROCUREMENT MANAGEMENT OFFICE

ANNEX "B"

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	27 July 2023
Project Title	Lease of Venue for the Capacity Development Training: "FocusED: EM at the Frontline of Climate Crisis" – Pasig City General Hospital
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
RFQ No.	100-23-05-817
Approved Budget for the Contract	One Million One Hundred Forty Thousand Pesos (Php 1,140,000.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than 31 July 2023, 1:45 PM 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 (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	31 July 2023, 2:00 PM, 7 th Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall commence from September 28, 2023 to September 29, 2023
NOTES	 Lessor shall submit their offer/quotation through their duly authorized representatives Quotations submitted exceeding the Approved Budget for the Contract (ABC) shall be rejected. The prices quoted are to be paid in Philippine Currency. All prices quoted are subject to all Philippine Tax Statutes. Award of contract shall be made to the lowest quotation which complies with the technical specifications and other terms and conditions stated herein. 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. 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. LOPEZIA

Office in Charge, Procurement Management Office



-		Description of Service Requirement	Offered Technical Proposal Please fill in with either: "Comply" or "Not Comply"
Lea	se of Venue for the	Capacity Development Training: "FocusED: EM at the Frontline o Pasig City General Hospital under RFQ No. 100-23-05-817	f Climate Crisis" –
	TE	CHNICAL SPECIFICATIONS/SCOPE OF WORK	
iep	tember 28, 2023 to	September 29, 2023	
	Number of Day	s: 2 days	
1.	Desired Venue	and/or Function: Pasig City or nearby cities (i.e. Manila, Taguig	
	City, Marikina (
II.	Type of Accomi		
	o Arrival : 6:00 ar	m (September 28-29, 2023)	
	o Check-out Time	e: 5:00 pm (September 28, 2023) & 5:00 pm (September 29, 2023)	
•	specification on the	up to 350 people on day 1 and up to 250 people on day 2 (See e function room lay out)	
Þ	Proper lighting and		
9		rnet/Wi-Fi access in all areas of the venue	
•	Use of the venue for	or at least 11 hours	
•	Function room lay		
	o Banquet or the	eater type for Day 1	
	E .	350 chairs arranged in banquet or theater-type manner	
	o 4 separate fun	ction rooms to be used simultaneously for the workshops on Day 2	
	> WORKSHO	OP 1 (Heartsavers):	
		6 tables in front (standard-sized IBM tables or 46cm x 180cm x	
		76cm)	
	w	50 chairs arranged in theater-type manner	
	ж.	15 extra chairs for facilitators	
		Use of LCD projectors with a screen/ LED screen	
		Use of whiteboard with pen and eraser	
		Complete sound system set	
		At least two (2) extension cords	
		At least two (2) wireless microphones	
	*	Audio-visual lecterns	
	>		
		4 tables in front (standard-sized IBM tables or 46cm x 180cm x	
		76cm)	
		30 chairs arranged in theater-type manner	
	*	15 extra chairs for facilitators	
		Use of LCD projectors with a screen/ LED screen	
		Use of whiteboard with pen and eraser	
	*	Complete sound system set At least two (2) extension cords	
		At least two (2) extension cords At least two (2) wireless microphones	
		Audio-visual lecterns	
		NODVSHOD Z (MEN-	
	»	WORKSHOP 3 (MCI): 4 tables in front (standard-sized IBM tables or 46cm x 180cm >	
		A Tables in Othin (Maillianti-aben ibiat fames of Accili v recent s	

30 chairs arranged in theater-type manner
 15 extra chairs for facilitators

			Dage 3 of 4 LREO No.			
Lease of Venue for the CapDev "Focus EM at the Frontline of Climate Crisis			PhP			
Name of Project		Grand To	otal Cost for the Lease	of Venue		
	FINAN	CIAL PROPOSAL				
o First aid kits available when ne	eeded					
o With ramp						
o Easy access of comfort room						
Must be Persons with Disabilit						
 With 24-hour security, front-u Dates can be rebooked in case 	of emergend	cy/ unforeseen	circumstances			
 Additional parking slots With 24-hour security, front-d 	esk and hous	ekeeping servic	es			
Complementary car passes at	TO WOT TOTAL	number of atten	uces			
Provision for backdrop for the	activity	number of atten	dees			
dining area						
Maintaining cleanliness function	ion hall, rest	rooms, hallway	, coffee/tea area and			
Other Requirements:						
 Free flowing coffee, tea and w 						
AM and PM snacks: sandwich (or pasta with	drinks				
 Lunch: 3 main dishes (fish; ch and drinks 	ickell of neel	, alta vegetable				
 AM Snacks, managed buffet lu Lunch: 3 main dishes (fish; ch 	inch or plated	a lunch with drift frand vegetable	iks, and rivi snacks			
			also and DM Canalia			
PM Snacks		1				
Lunch	✓	1				
AM Snacks	✓	1				
	_					
MEALS	Day 1	Day 2	1			
Meals Requirements : September 28, 2	2023 to Septe	ember 29, 2023				
- (WO (Z) tables	WILLI TO CHOD	with restricted that				
Area) for days : Two (2) tables		s for the technic	cal team for			
		airs for the Sec	retariat (Registration			
Audio-visual le		-1 fa 4h C	wateriet (Danistantia			
 At least two (2) 	wireless mic					
At least two (2)	-					
Complete soun						
 Use of LCD proj Use of whitebo 			(GGH			
* 10 extra chairs		rs a screen/ LED sc	reen			
= 40 chairs arran						
76cm)						
		sized IBM table	s or 46cm x 180cm x	*		
➤ WORKSHOP 4 (Trigge):					
 Audio-visual lea 	cterns					
 At least two (2) 	wireless mic					
 At least two (2) 	extension co		11			
 Complete soun 						
Use of LCD projUse of whitebo			een			
		- north and () CD north	200.000			

01 to

Pasig City General Hospital under RFQ No. 100-23-05-817		(Amount in Figures)		
		(Amount in words of Grand Total Cost)		
Ad	ditional Requirements:			
To	gether with your proposal/quotation, kindl	ly submit the following documents:		
1.	receipt as proof that the prospective bid	expired Mayor's/Business permit together with the official der has applied for renewal within the period prescribed by bject to submission of the Mayor's Permit before the award ated 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

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 guarter'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)
- 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:

System (EFPS).

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 (Please indicate name of company)



PASIG CITY GENERAL HOSPITAL

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ANNEX "B"

TERMS OF REFERENCE

Technical Specifications

Activity Title	CapDev "FocusED: EM at the Frontline of Climate Crisis"

DATE OF ACTIVITY	ESTIMATED NUMBER OF PAX	NUMBER OF DAYS	UNIT COST	BUDGET ESTIMATES
Sept. 28-29, 2023	350	1	1,900.00	665,000.00
	250	1	1,900.00	475,000.00
			TOTAL	1,140,000.00

- IV. Number of Days: 2 days
- V. Desired Venue and/or Function: Pasig City or nearby cities (i.e. Manila, Taguig City, Marikina City)
- VI. Type of Accommodation
 - o Arrival: 6:00 am (September 28-29, 2023)
 - o Check-out time: 5:00 pm (September 28, 2023) & 5:00 pm (September 29, 2023)
 - Can accommodate up to 350 people on day 1 and up to 250 people on day 2 (see specification on the function room layout)
 - Proper lighting and ventilation
 - Unlimited free internet/WIFI access in all areas of the venue
 - Use of the venue for at least 11 hours
 - Function room layout:
 - Banquet or theater type for day 1
 - 350 chairs arranged in banquet or theater-type manner
 - 4 separate function rooms to be used simultaneously for the workshops on Day 2
 - WORKSHOP 1 (Heartsavers):
 - 6 tables in front (standard-sized IBM tables or 46cm x 180cm x 76cm)
 - 50 chairs arranged in theater-type manner
 - 15 extra chairs for facilitators
 - Use of LCD projector with a screen / LED screen
 - Use of whiteboard with pen and eraser
 - Complete sound system set
 - At least two (2) extension cords
 - At least two (2) wireless microphones
 - Audio-visual lecterns









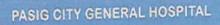


- WORKSHOP 2 (Airway):
 - 4 tables in front (standard-sized IBM tables or 46cm x 180cm x 76cm)
 - 30 chairs arranged in theater-type manner
 - 15 extra chairs for facilitators
 - Use of LCD projector with a screen / LED screen
 - Use of whiteboard with pen and eraser
 - Complete sound system set
 - At least two (2) extension cords
 - At least two (2) wireless microphones
 - Audio-visual lecterns
- WORKSHOP 3 (MCI):
 - 4 tables in front (standard-sized IBM tables or 46cm x 180cm x 76cm)
 - 30 chairs arranged in theater-type manner
 - 15 extra chairs for facilitators
 - Use of LCD projector with a screen / LED screen
 - Use of whiteboard with pen and eraser
 - Complete sound system set
 - At least two (2) extension cords
 - At least two (2) wireless microphones
 - Audio-visual lecterns
- WORKSHOP 4 (Triage):
 - 2 tables in front (standard-sized IBM tables or 46cm x 180cm x 76cm)
 - 40 chairs arranged in theater-type manner
 - 10 extra chairs for facilitators
 - Use of LCD projector with a screen / LED screen
 - Use of whiteboard with pen and eraser
 - Complete sound system set
 - At least two (2) extension cords
 - At least two (2) wireless microphones
- Audio-visual lecterns
- Two (2) tables with 10 chairs for the Secretariat (Registration Area) for days 1 & 2
- Two (2) tables with 10 chairs for the technical team for days 1 & 2











Meals Requirements:

September 28-29, 2023 - AM snacks, managed buffet lunch or plated lunch with drinks, and

.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
MEALS	Day 1	Day 2
AM snacks	√	1
Lunch	✓	✓
PM snacks	✓	V

- Lunch: 3 main dishes (fish; chicken or beef; and vegetables), soup, rice, dessert, and drinks
- AM and PM snacks: sandwich or pasta with drinks
- Free flowing coffee, tea and water, and mints

Other Requirement/s:

- Maintaining cleanliness function hall, restrooms, hallway, coffee/tea rea, and dining area
- Provision for backdrop for the activity
- Complementary car passes at 10% of total number of attendees
- Additional parking slots needed as per availability at daily parking rates
- With 24-hours security, front desk and housekeeping services
- Dates can be rebooked in case of emergency/unforeseen circumstances
- Must be Persons with Disability (PWD)-friendly:
 - o Easy access of comfort room
 - With ramp
 - o First Aid kits available when needed

Chairperson

Department of Emergency Medicine and Acute Care

Pasig City General Hospital





