

## 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 -

**SUBIC BAY TRAVELERS HOTEL AND EVENT CENTER**, a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at Buildings 281 and 282 Corner Aguinaldo and Raymundo Streets, Subic Bay Freeport Zone herein represented by **JORGEN MICHAEL TE**, 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.

W I T N E S S E T H :

**WHEREAS**, the **LESSEE** has a lease requirement for venue under Purchase Request No. 100-23-05-830 for the **Lease of Venue for the Conduct of the Proper Handling of Clearing and Demolition, Tools and Equipment and Clearing and Demolition Equipment Training – Action Line** from July 19 to 21, 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 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 **SUBIC BAY TRAVELERS HOTEL AND EVENT CENTER**;

**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 **Three Hundred Seventy Five Thousand Pesos (Php 375,000.00)**;

**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 19 to 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 **SUBIC BAY TRAVELERS HOTEL AND EVENT CENTER 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 **Three Hundred Seventy Five Thousand Pesos (Php 375,000.00)**.

#### **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 18 JUL 2023  
day of \_\_\_\_\_, 2023 at Pasig City.

**CITY OF PASIG**

**SUBIC BAY TRAVELERS HOTEL  
AND EVENT CENTER INC.**

By:

By:

  
**HON. VICTOR MA. REGIS N. SOTTO**  
City Mayor

  
**JORGEN MICHAEL TE**  
Authorized Representative

WITNESSES:

  
**RONNEL S. SUMANDAL**  
MARKETING EXECUTIVE


(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. 2023-05-0376-109N

Funds Available:

Recommending Approval:

  
**MS. MARITA A. CALAJE**  
City Treasurer

  
**RODRIGO M. DE DIOS**  
City Gov't. Dept. Head II



**ACKNOWLEDGMENT**

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

BEFORE ME, a Notary Public for and in the City of PASIG CITY, on this day of 18 JUL 2023, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
<b>JORGEN MICHAEL TE</b>	Driver's License N03-07-004164	SBPZ 2023-10-16

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. 3  
Page No. 4  
Book No. 11  
Series of 2023

**ATTY. GERALD P. RUBIO**  
 Notary Public for and in Pasig, San Juan and Pateros  
 Fadi Building, No. 5 West Kapitolyo Avenue, Pasig City  
 Roll of Attorneys No. 24033  
 Admin Matter 270 (2023-2024)  
 IBP Membership No. 243415, P. 201, San Juan Mandaluyong  
 PTR NO: 9004629 01/03/22, Pasig City  
 MCLE Compliance Exempted  
 Pursuant to Section 6 of the Bar Matter No.  
 3825 of August 2, 2022  
 My Commission expires on December 31, 2024

**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of JUL 18 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. 196  
Page No. 41  
Book No. 28  
Series of 2023

**ATTY. CARLOS C. ABESAMIS**  
 Notary Public-Pasig City  
 Until December 31, 2023  
 ROLL NO. 43788  
 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.100-23-05-830 | AEN

ANNEX "A"

SECRETARY'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

I, DJOANNA O. FRANCISCO, of legal age, Filipino Citizen, with office address at Bldg. 281 and 282 Corner Aguinaldo and Raymundo Sts., Subic Bay Freeport Zone, having been duly sworn to in accordance with law, herby depose and state that:

1. I am the Assistant Corporate Secretary of Subic Travelers Hotel and Event Center Inc., a corporation duly organized and existing under and by virtue of the laws of the Philippines, with address at Bldgs. 281 and 282, corner Aguinaldo and Raymundo Streets, Subic Bay Freeport Zone.
2. As the Assistant Corporate Secretary, I am familiar with the facts herein certified and duly authorized to certify the same;
3. At the Regular Meeting of the Board of Directors of the Corporation duly convened and held on July 16, 2022 at which meeting a quorum was present and acting throughout, the following resolutions were approved:

"RESOLVED, as it is hereby resolved, that the corporation be, as it is hereby authorized to execute and perform acts necessary and / or represent SUBIC BAY TRAVELERS HOTEL AND EVENT CENTER INC. in all transactions including application for eligibility, accreditation and bidding in ALL GOVERNMENT AGENCIES, and that if awarded the project (s), to enter into a contract with the government agency(s) for this purpose;

"RESOLVED, that in connection with the said bidding, the Board appoints MR. JORGEN MICHAEL TE, Director of Sales and Marketing acting as duly authorized and designated representative of the corporation and granted full power and authority to do, execute and perform any and all acts necessary and / or to represent SUBIC BAY TRAVELERS HOTEL AND EVENT CENTER INC in the bidding as fully and effectively as the Board might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that said representative shall lawfully do or cause to be done by virtue hereof;

"RESOLVED, FURTHER, that the Board hereby ratifies and confirms all the representative may lawfully do or cause to be done under and by virtue of these presents;

"RESOLVED, FINALLY, that the foregoing resolution shall remain valid and subsisting unless otherwise annulled, revoked or amended in writing by the Board."

The specimen signature of the JORGEN MICHAEL TE follows:

JORGEN MICHAEL TE 

4. I am executing this Certificate to attest to the truth of the foregoing.

IN WITNESS WHEREOF, I have hereunto set my hands this 13th day of April 2023, at Olongapo City, Philippines.

  
DJOANNA O. FRANCISCO  
Assistant Corporate Secretary

1. I am the Assistant Corporate Secretary of Subic Travelers Hotel and Event Center Inc., a corporation duly organized and existing under and by virtue of the laws of the Philippines, with address at Bldgs. 281 and 282, corner Aguinaldo and Raymundo Streets, Subic Bay Freeport Zone.
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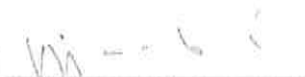
"RESOLVED, that in connection with the said bidding, the Board appoints MR. JORGEN MICHAEL TE, Director of Sales and Marketing acting as duly authorized and designated representative of the corporation and granted full power and authority to do, execute and perform any and all acts necessary and / or to represent SUBIC BAY TRAVELERS HOTEL AND EVENT CENTER INC in the bidding as fully and effectively as the Board might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that said representative shall lawfully do or cause to be done by virtue hereof;

"RESOLVED, FURTHER, that the Board hereby ratifies and confirms all the representative may lawfully do or cause to be done under and by virtue of these presents;

"RESOLVED, FINALLY, that the foregoing resolution shall remain valid and subsisting unless otherwise annulled, revoked or amended in writing by the Board."


The specimen signature of the JORGEN MICHAEL TE follows:

JORGEN MICHAEL TE



4. I am executing this Certificate to attest to the truth of the foregoing.

IN WITNESS WHEREOF, I have hereunto set my hands this 13th day of April 2023, at Olongapo City, Philippines.

  
 DJOANNA O. FRANCISCO  
 Assistant Corporate Secretary

SUBSCRIBED AND SWORN to before me, Notary Public for and in Olongapo City, this 25<sup>th</sup> day of April 2023 at Olongapo City.

Doc No. 180  
 Page No. 37  
 Book No. CXXXIV  
 Series of 20 23

  
 ANDREW M. ENULLAH  
 Notary Public  
 Notarial Commission No. 1922-0-17  
 Commission Expires 01/2024  
 REPUBLIC OF THE PHILIPPINES  
 OFFICE OF THE NOTARY PUBLIC  
 Olongapo City, Philippines  
 Notary No. 12751  
 PRC Registration No. 04-000548010-16-71  
 eNotary Public Registration No. 04-000548010-16-71





**PASIG**  
CITY GOVERNMENT

**PROCUREMENT MANAGEMENT OFFICE**

ANNEX "B"

**REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION**

Date	07 July 2023
Project Title	Lease of Venue for the Conduct of Training for Proper Handling of Clearing and Demolition, Tools and Equipment and Clearing and Demolition Equipment – Action Line
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
RFQ No.	100-23-05-830
Approved Budget for the Contract	Three Hundred Seventy Six Thousand Eight Hundred Pesos (Php 376,800.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than <b>10 July 2023, 1:45 PM</b> at the Bids and Awards Committee (BAC) through the Procurement Management Office (BAC Secretariat Office), <b>4<sup>th</sup> Floor</b> , 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	10 July 2023, 2:00 PM, 7 <sup>th</sup> Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall commence from <b>July 19, 2023 to July 21, 2023</b>
NOTES	<ol style="list-style-type: none"> <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 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.</li> </ol>

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](mailto:bidsandawards@pasigcity.gov.ph)

Thank you.

  
**ATTY. PONCE MIGUEL D. LOPEZ**  
 Officer in Charge, Procurement Management Office





<b>Description of Service Requirement</b>	<b>Offered Technical Proposal</b>  Please fill in with either: "Comply" or "Not Comply"
<b>Lease of Venue for the Conduct of Training for Proper Handling of Clearing and Demolition, Tools and Equipment and Clearing and Demolition Equipment – Action Line under PR No. 100-23-05-830</b>	
<b>TECHNICAL SPECIFICATIONS/SCOPE OF WORK</b>	
July 19, 2023 to July 21, 2023	
I. Number of Days: 3 days and 2 nights	
II. Desired Venue :	
a. Type of Accommodation: Six (6) Twin Sharing Rooms and Twenty Two (22) Quadruple sharing Occupancy room with own toilet and bath for July 19-21, 2023	
b. Arrival : July 19, 2023, 09:00 am	
c. Room Check- out : July 21, 2023, 12:00 nn	
d. 3D2N board and lodging for 100 pax	
III. Function Room Requirements:	
a. Use of function/ conference room for the 3-day activity from 8:00 AM to 5:00 PM of July 19, 2023, 8:00 AM to 5:00 PM of July 20, 2023 and 8:00 AM to 12:00 NN of July 21, 2023 and can accommodate 100 pax	
b. With free use of stable and unlimited internet	
c. With free use of LCD Projector & Screen, White board with pen and eraser, 2 microphones, 3 extension cords in a round table set-up.	
IV. Meals Requirements:	
a. 1 <sup>st</sup> Meal : July 19, 2023, AM Snack	
b. Last Meal : July 21, 2023, PM Snack	
c. For BREAKFAST and LUNCH: Buffet Style	
d. DINNER: Set Dinner (No dinner on the 3 <sup>rd</sup> day)	
e. For AM and PM Snacks: Sandwich or Pasta; with drinks	
f. Complimentary free flowing coffee and tea and one round iced tea for dinner.	
Other Requirements:	
<ul style="list-style-type: none"> <li>● Maintaining cleanliness- Rooms, restrooms, dining area, coffee/tea area</li> <li>● With appropriate parking area for at least two (2) buses and 5 vehicles</li> <li>● Front-desk and housekeeping service</li> <li>● With 24-hour security,</li> </ul>	
<b>FINANCIAL PROPOSAL</b>	
<b>Name of Project</b>	<b>Grand Total Cost for the Lease of Venue</b>
Lease of Venue for the Conduct of the Proper Handling of Clearing and Demolition, Tools and Equipment and Clearing and Demolition Equipment Training – Action Line under PR No. 100-23-05-830	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.epob.gov.ph/assets/forms/Omnibus%20Sworn%20Statement\(Revised\).docx](https://www.epob.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)*




### TERMS OF REFERENCE

**Lease of Venue for the Conduct of the Proper Handling of Clearing and Demolition, Tools and Equipment and Clearing and Demolition Equipment Training**  
**1000-000-2-3-11-007-000-000**


Date of Activity	Est. No. of Pax	Number of days	Unit Cost	Budget Estimate
JULY 19 – 21, 2023	100	3D/2N	Php 3,768.00	Php 376,800.00

- I. **Number of Days** : 3 days and 2 nights
- II. **Desired Venue** :
  - a. Type of Accommodation: Six (6) Twin Sharing Rooms and Twenty Two (22) Quadruple sharing Occupancy room with own toilet and bath for July 19-21, 2023
  - b. Arrival : July 19, 2023, 09:00 am
  - c. Room Check-out : July 21, 2023, 12:00 nn
  - d. 3D2N board and lodging for 100 pax
- III. **Function Room Requirements:**
  - a. Use of function/conference room for the 3-day activity from 8:00am to 5:00pm of July 19, 2023, 8:00 AM to 5:00 PM of July 20, 2023 and 8:00AM to 12:00NN of July 21, 2023 and can accommodate 100 pax
  - b. With free use of stable and unlimited internet
  - c. With free use of LCD Projector & Screen, White board with pen and eraser, 2 microphones, 3 extension cords in a round table set-up.
- IV. **Meal Requirements:**
  - a. 1<sup>st</sup> Meal: July 19, 2023, AM snack
  - b. Last meal: July 21, 2023, PM snack
  - c. FOR BREAKFAST AND LUNCH: Buffet Style
  - d. DINNER: Set Dinner (No dinner on the 3rd day)
  - e. For AM and PM Snacks: sandwich or pasta; with drinks
  - f. Complimentary free flowing coffee and tea and one round of iced tea for dinner.
- V. **Other Requirements:**
  - a. Maintaining Cleanliness- Rooms, restrooms, dining area, coffee and tea area
  - b. Appropriate parking area for at least two (2) buses and 5 vehicles
  - c. Front-desk and housekeeping services
  - d. 24-hour security

Prepared by:

  
NORMAN LUIS D DE LEON, PH.D.  
Chief, Action Line Division

Noted by:

  
PLT. COL. RODRIGO M DE DIOS (RET)  
Head, Peace and Order Department