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 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. 100-23-07-1557 for the Lease of Venue for the OSCA Leadership Training and Data Base for Office of Senior Citizen Affairs from August 24 to 25, 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 18 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 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 Seven Thousand Pesos (Php 147,000.00);

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 24 to 25 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 **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 Seven Thousand Pesos (Php 147,000.00)**.

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.
- The relationship of the parties shall be limited to the performance of Page 2 of 5 | CONTRACT NO. 100-23-07-1557 | AEN@

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.

 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.
- 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

- 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 re this contract, whether in part or in its enti	
IN WITNESS WHEREOF, the parties heretoday of, 2023 at Pasig City	set their hands this 2 2 AUG 2023
CITY OF PASIG	LINDEN SUITES, INC.
By:	Ву:
VICTOR MA REGIS N. SOTTO City Mayor	RONALD DENNIS JIMENEZ Authorized Representative
WITNES	S E S:
(Printed Name and Signature)	(Printed Name and Signature)
Funds Appropriated:	Funds Obligated:
MS. MA. THERESA B. HERNANDEZ, CPA OIC - City Budget Office	MS. JUVY A. CUENCO City Accountant 106-2023-07-0052-7999

Funds Available:

MS. MARITA A. CALAJE
City Treasurer

Recommending Approval:

Community Affairs Officer III-

OSCA

fe

ACKNOWLEDGMENT

REPUBL	IC OF	THE	PHILIPPINES)	
City of	PASIG	CITY)	S.S.

PASIG CITY

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

Name	Government ID	Issue and Expiry Date
RONALD DENNIS JIMENEZ	MC 286-012-712-00	7/23/2020

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.

25 Doc. No. Page No._

Book No. 16 Series of 2023

For Pasig City, Jateros and San Juan City
Appointment No. 109 (2022-2023) valid until 12/31/2023 MCLE Exemption No. VII-BEP003719 valid until 04/14/25 Roll No. 46377; ISP LRN 02459; OR 535886; 06/21/2001. TIN 123-011-785; PTR 0161665; 01/06/23; Pasig City Unit 5, West Tower PSB, Exchange Road Ortigas Center, Pasig City Tel.+632-8631-4090

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of AIIG 2 2 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.

Book No.

Series of 2023

ZAMIS

PTR NO. 900462 APPOINTMENT NO. 28 MCLE NO. VII-003017

TIN NO. 127-509-331-00000

Page 5 of 5 | CONTRACT NO. 100-23-07-1557 | AEN/

) S.S. AND LEY

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:

- 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;
- 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.

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 13 6 2022

FERNANDO H. MURO Assistant Corporate Secretary

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. 54 Book No. 144 Series of 2022.

3.

ATTY, FERDINARD D. AVABAO

Notago Fublic

Appointing No. 184 (2070-2021)

Extradict Viril Para 10, 2022

For Para City Course and Viril Para 10, 2022

off No. 2027 April Examption No. VII-BEI 2027 19; 03-24-21

TSF LEN (2015) 11 R. Fra (1397) 11-2-1301 TSE LEN-AN (13) 12-2-14 (12-2-14) 11-2-2-2-15 P. of g Unit 5, G. & V. con Tower (35 Endy., Enghance Road Ortigas Center, Pasily City Tel. 0395652221



PROCUREMENT MANAGEMENT OFFICE

ANNEX "B"

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	17 August 2023
Project Title	Lease of Venue for the OSCA Leadership Training and Data Base — Office of Senior Citizen Affairs
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
RFQ No.	100-23-07-1557
Approved Budget for the Contract	Two Hundred Ten Thousand Pesos (Php 210,000.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than <u>18</u> August 2023, 1:45 PM 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	18 August 2023, 2:00 PM, 7 th Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall commence from August 24, 2023 to August 25, 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. 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. LOPEZA

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 OSCA Leadership Training and Data Base – Office of Senior Citizen Affairs under PR No. 100-23-07-1557

		1/10. 1/10-25-07-1557	
	11111	TECHNICAL SPECIFICATIONS/SCOPE OF WORK	
Augus	t 24, 202	23 to August 25, 2023	
1.	Numb	er of days: 2 days	
11.		modation:	
***	30 pax	60(9300000000000000000000000000000000000	i.
	1.15000.0700.000	pard and Lodging	
	, ≥c	August 24, 2023 - air conditioned room (one night)	
	5.0	Five (5) Quad sharing Room good for 4 persons	į
	A	Buffet breakfast	į
		Dinner	
		High speed Wi-Fi Internet access	
		Two bottles of mineral water per day	
		Tea and coffee making facility	1
		Sanitized beddings, room, and restroom	1
	Ĉ-	Room check-in time: for 4 pax (each room)- 2:00 pm	1
		(August 24, 2023)	
		Room check-out time: for 4 pax (each room)- 12:00	1
		noon (August 25, 2023)	
	B) Be	pard and Lodging	
	>., >	STATE OF THE STATE	
	f.	Five (5) Twin Sharing Room good for 2 persons	
	A	[1] - 10 Man (1) Man	
		Dinner	I
	0.77	High speed Wi-Fi Internet access	1
		Two bottles of mineral water per day	1
		Tea and coffee making facility	į.
	À	스타를 잡고 있는 경기 중요한 회사 회사 전에 비즈 가진 생각하셨다	
		역사이에 되었어 PA에 연극하면 맛있다면서 얼굴에 있다. 어떻게 하면 있는 원인 사용 전상이 되었어 생생하면서 모르는	
		and a series of a series of the series of th	
		(August 24, 2023)	1
		 Room check-out time: for 2 pax (each room) - 12:00 noon (August 25, 2023) 	
Funci	ion Roor	n Requirements:	
	-	seemmedate 20 ppy following the IATE Cuid-lines and finally for	
0		ccommodate 30 pax, following the IATF Guidelines and flexible for	
	group	workshop	
Use o	f Functi	on Room	
0	Augus	st 24-25, 2023- 8:00 am - 5:00 pm	
0	Inclus	ion of 10% parking space	
	Well	ighted and ventilated	
Avail	ability of	f Audio-Visual Equipment	
0	Use o	f plenary	
6		-visual equipment: 1podium, 2 microphones, basic PA system	
		rojector with wide screen	
	25 PROPERTY 18 TO	p requirement: registration table and podium	
		connection for all	
٥		pencils, and mint	
	Pads,	pencia, and mine	

No pillar in the m	iddle of function room		
	ofing of hall, there will b	ne no or very minimal i	noise
 Good sound pro coming from the 		se no or very minimist	
coming from the	adjacent nan		
Meal Requirements			
	August 24, 2023	August 25, 2023	7
	30 рах	30 рах	
Breakfast	30 pan	7	
AM Snack	7	/	
Lunch	1	7	
PM Snack		/	
Dinner			
			=
beef, fish, and vegetable Dessert (choice of fruits AM Snack Day 1 (Augus PM Snack Day 1 (Augus	gust 24, 2023): Main dish is) and pastries) t 24, 2023) (Choice of sand t 24, 2023) (Choice of past	dwich and heavy breakfa ries, pasta and sandwich	st)
PM Snack Day 2 (August		tries, pasta and sandwich	1)
 Free flowing cof 	fee, hot tea, hot choco an	d local purified water	
A STATE OF THE STA	FINAL	NCIAL PROPOSAL	
Name of Pr			for the Lease of Venue

Name of Project	Grand Total Cost for the Lease of Venue
ease of Venue for the OSCA Leadership. Training and Data Base – Office of Senior Citizen Affairs under PR No. 100-23-07- 1557	PhP(Amount in Figures)
	(Amount in words of Grand Total Cost)

Additional Requirements:

Together with your proposal/quotation, kindly submit the following documents:

 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

Page 3 of 4 | RFQ No. 100-23-05-07-1557 | AEN

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.

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.gopb.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:

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)



OFFICE OF THE SENIOR CITIZENS AFFAIRS

ANNEX "B"

TERMS OF REFERENCE for LEADERSHIP TRAINING AND OSCA DATA BASE

SOURCE OF FUNDS: General Fund of City Government of Pasig

Venue and Date of Events

Title: LEADERSHIP TRAINING AND OSCA DATA BASE

ACTIVITY TITLE	LEADERSHIP TRAINING AND OSCA DATA BASE
AIP REFERENCE	3000-000-2-1-003-001-005
CODE	3000-000-2-1-003-001-006

DATE OF ACTIVITY	ESTIMATED NUMBER OF PAX	NUMBER OF DAYS	TOTAL ESTIMATED BUDGET
August 24-25, 2023 8:00am-5:00pm	30PAX (OSCA STAFF)	2 DAYS FOOD AND ACCOMMODATION	210,000.00

II. NUMBER OF DAYS:

2 DAYS

III. ACCOMMODATION:

30 PAX

- A.) BOARD AND LODGING
 - > August 24, 2023- AIR-CONDITIONED ROOM (ONE NIGHT)
 - Five (5) Quad Sharing Room good for 4 persons
 - > buffet breakfast
 - > Dinner
 - > high speed Wi-Fi Internet access
 - > two bottles of mineral water per day
 - > Tea and coffee making facility
 - > Sanitized Beddings, Room and Restroom

IKR- 45 TRON

PARAHON NO PASIGUENO



OFFICE OF THE SENIOR CITIZENS AFFAIRS

- Room Check-in time: For 4 pax (each room)- 2:00 pm (August 24, 2023)
- Room Check-out time: For 4 pax (each room)- 12:00 noon (August 25, 2023)

B.) BOARD AND LODGING

- > August 24, 2023- AIR-CONDITIONED ROOM (ONE NIGHT)
 - Five (5) Twin Sharing Room good for 2 persons
- buffet breakfast
- Dinner
- > high speed Wi-Fi Internet access
- > two bottles of mineral water per day
- > Tea and colfee making facility
- Sanitized Beddings, Room and Restroom
 - Room Check-in time: For 4 pax (each room)- 2:00 pm (August 24, 2023)
 - Room Check-out time: For 2 pax (each room)- 12:00 noon (August 25, 2023)

Function Room Requirements:

Can accommodate 30pax, following the IATF Guidelines and flexible for group workshop

Use of Function Room

- August 24-25,2023 8:00AM- 5:00PM
- Inclusion of 10% Parking Space
- Well-lighted and ventilated

Availability of Audio-Visual Equipment

- use of the lenary
- Audiovisual equipment: 1 podium, 2 microphones, Basic PA System
- LCD Projector with wide screen
- Set up requirement: Registration table and Podium
- Wi-Fi Connection for all
- Pads, pencils, and mints
- No pillars in the middle of function room
- . Good soundproofing of hall, there will be no or very minimal noise coming from the adjacent hall

тин-

PANAMON NE PASIGUEÑO



A. A	August 24, 2023	August 25, 2023
	30 pax	30 pax
Breakfast		~
Am Shack	/	1
Lunch		· Y
Pm Snack	/	~
Dinner	V	

Dessert (Choice of fruits and pastries)

Buffet Lunch Day 2 (August 25, 2023): Main dish (Choice of, Pork, chicken, beef fish, and Vegetables)

Dessert (Choice of fruits and pastries)

Buffet Dinner Day 1 (August 24, 2023): Main dish (Choice of, Pork, chicken, beef fish, and Vegetables)

Dessert (Choice of fruits and pastries)

AM Snack Day 1 (August 24, 2023) (choice of sandwich and heavy breakfast)

PM Snack Day 1 (Augus 24, 2023) (choice of, pastries, pasta and sandwich)

AM Snack Day 2 (August 25, 2023) (choice of sandwich and heavy breakfast)

PM Snack Day 2 (Augus 25, 2023) (choice of, pastries, pasta and sandwich)

- Freshly Brewed Coffee, Decaffeinated Coffee, Herbal and Leaf Teas, Full cream and Skimmed Milk
 - · Pads, pencils, and mints
- Free-flowing coffee, hot lea, hot Choco and local purified water

IV. DELIVERY OF TERMS

The delivery of the services shall be on the same date as the arrangement, and payment shall be made after services are served.

HORACIO B. APU AOHMITS

HEAD, OSCA

TRON