

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. **100-23-07-1517** for the **Lease of Venue for the Midyear Assessment: "Capacitate the Staff on Midyear Assessment and Modify the Strategies Regarding the 2nd semester Implementation of PPA's"** from 29 August 2023 to 30 August 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 16 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 Twenty Seven Thousand Six Hundred Pesos (Php 127,600.00)**;

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 29 August 2023 to 30 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 Twenty Seven Thousand Six Hundred Pesos (Php 127,600.00)**.

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 ~~29~~ **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:

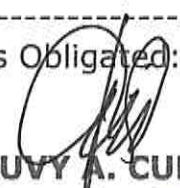
(Printed Name and Signature)

(Printed Name and Signature)

Funds Appropriated:


MS. MA. THERESA B. HERNANDEZ
OIC - City Budget Office

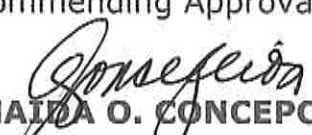
Funds Obligated:


MS. JUVY A. CUENCO
City Accountant
106-2023-07-020-1032

Funds Available:


MS. MARITA A. CALAJE
City Treasurer

Recommending Approval:


ZENAIDA O. CONCEPCION
Private Secretary II

ACKNOWLEDGMENT

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

Mandaluyong City

Mandaluyong City

BEFORE ME, a Notary Public for and in the City of _____, on this day of AUG 29 2023, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
RONALD DENNIS JIMENEZ	BIR 286-002-712-000	7/23 / 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.

Doc. No. 207
Page No. 41
Book No. 161
Series of 2023

ATTY. JAMES K. ABUGAN
Notary Public
APPT. NO. 0442-23 Until 12-31, 2024
IBP No. 180334 Nov. 23, 2022 Rural Chapter
Roll No. 26890 Lifetime
MCLE No. VII-0020184 until 4/14/2023
TIN No. 116-239-956
PTR No. 5105663 01/09/2023
Rm. 314 J&B Bldg., 251 EDSA,
Mandaluyong City Tel. No. (02)854-523-21

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of AUG 29 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. 158
Page No. 33
Book No. I
Series of 2023

ATTY. GERALD P. RUBIO
Notary Public-Pasig City, San Juan and Pateros
Until December 31, 2024
ROLL NO. 84083
IBP NO. 243415
PTR No. 9004629
APPOINTMENT NO. 278 (2023-2024)
MCLE EXEMPTION NO. VII-BEP/002240
TIN NO. 238-919-705

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 day of 2022 at, PASIG CITY


FERNANDO H. MURO
Assistant Corporate Secretary

SUBSCRIBED AND SWORN to before me this JUN 16 day of 2022, 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. 144 ;
Series of 2022.

ATTY. FERDINAND D. AYALAO
Notary Public
Appointment No. 184 (2020-2021)
Extended Until June 30, 2022
For Pasig City, Alabang and San Jose City
Roll No. 46379; MCLE Exemption No. VII-BEP003719; 03-24-22
TAPARK 00003; O.A. No. 190071; 19-01-0901
TIN 122-001-000; 077 1120964; 01-08-22; Pasig
Unit 5, C.P. West Tower ESB Bldg, Exchange Road
Ortigas Center, Pasig City/Tel. 0205452021



REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	15 August 2023
Project Title	Lease of Venue for the Midyear Assessment: "Capacitate the Staff on Midyear Assessment and Modify the Strategies Regarding the 2 nd semester Implementation of PPA's – Anti Drug Abuse Council of Pasig
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
RFQ No.	100-23-07-1517
Approved Budget for the Contract	One Hundred Seventy Eight Thousand One Hundred Five Pesos (Php 178,105.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than <u>16 August 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>16 August 2023, 2:00PM</u> , 7 th Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall commence from 29 August 2023 to 30 August 2023 .
NOTES	<ol style="list-style-type: none">1. Lessor shall submit their offer/quotation through their duly authorized representatives2. 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.

SGD
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 Midyear Assessment: "Capacitate the Staff on Midyear Assessment and Modify the Strategies Regarding the 2 nd semester Implementation of PPA's – Anti Drug Abuse Council of Pasig under PR No. 100-23-07-1517	
TECHNICAL SPECIFICATIONS/SCOPE OF WORK	
Number of Days: 2 days Desired Venue and/or Venue Type of Accommodation: Live-in for 25 pax	COMPLY
Board and Lodging (Full Board) <ul style="list-style-type: none"> ➤ Rooms unit that will accommodation 25 personnel ➤ 2 room unit/ 2 pax per room ➤ 7 room unit/ 3 pax per room ➤ Fully air-conditioned rooms ➤ Parking availability ➤ Daily buffet breakfast 	COMPLY
Function Room Requirements <ul style="list-style-type: none"> ● Wi-Fi Access ● Basic Sound System ● 8 Hours use of function hall ● Free flowing of coffee and tea ● Use of LCD projector and screen ● Whiteboard and markers, flipchart with papers, pads and pencils 	COMPLY
Meals Requirements: Meal plan: 33 pax Day 1: AM Snack, buffet lunch, PM snack, Buffet dinner Day 2: Buffet breakfast, AM Snack, Buffet Lunch, PM Snack, Dinner	COMPLY
FINANCIAL PROPOSAL	
Name of Project	Grand Total Cost for the Lease of Venue
Lease of Venue for the Midyear Assessment "Capacitate the Staff on Midyear Assessment and Modify the Strategies Regarding the 2 nd semester Implementation of PPA's – Anti Drug Abuse Council of Pasig	<div style="text-align: center;"> <p>PHP <u>127,600</u></p> <p>(Amount in Figures)</p> <p><u>One Hundred Twenty Seven</u> <u>thousand, six hundred -</u></p> <hr/> <p>(Amount in words of Grand Total Cost)</p> </div>

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:

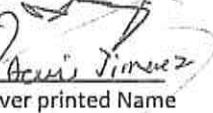
- Latest Income Tax Return (ITR) - For participants already with an Annual ITR, latest ITR shall refer to the ITR for the preceding Tax Year be it on a calendar or fiscal year. For new establishments which, therefore, have no annual ITR yet, it shall refer to the most recent quarter's ITR.
- Latest Business 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.gppb.gov.ph/assets/forms/Omnibus%20Sworn%20Statement\(Revised\).docx](https://www.gppb.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: 
Ronald Acuña Jimenez Director of Sales
Signature over printed Name Position

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

TERMS OF REFERENCE
Technical Specifications

ANNEX "B"

Activity Title	Midyear Assessment "Capacitate the Staff on Midyear Assessment and Modify the Strategies regarding the 2 nd semester implementation of PPA's
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DATE OF ACTIVITY	Estimated Number of Pax	Number of Days
August 29-30, 2023	25 Participants	2 days – Rooms and Food Accommodation

- I. Number of Days 2
- II. Desired Venue and/or Venue Pasig City
- III. Type of Accommodation: Live-in 25 pax

A) Board of Lodging (Full Board) (Venue and Room Accommodation) 25 pax

- Rooms unit that will accommodated 25 personnel
- Fully Aircon Rooms
- Parking Availability
- Daily Buffet Breakfast

Function Room:

- Wi-fi Access
- Basic Sound System
- 8 hours use of function hall
- Free flowing of coffee and tea
- Use of LCD Projector and Screen
- Whiteboard and Markers, Flipchart with papers, Pads and Pencils

- Meal Plan: 33 pax

Day1: AM Snack, Buffet Lunch, PM Snack, Buffet Dinner

Day2: Buffet Breakfast, AM Snack, Buffet Lunch, PM Snack, Dinner

Prepared by:


ADONIS J. APOLO
PCADAO, Staff

Noted by:


ZENAIDA O. CONCEPCION
PCADAO, Head