

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. **100-23-07-1558** for the **Lease of Venue for the Leadership Training and OSCA Communication – Office of the Senior Citizen Affairs** from 31 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 (2) potential lessors 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 **Two Hundred Twenty Three Thousand Four Hundred Pesos (Php 223,400.00)**;

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 31 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 **Two Hundred Twenty Three Thousand Four Hundred Pesos (Php 223,400.00)**.

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 30 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- 0051- 7999

Funds Available:


MS. MARITA A. CALAJE
City Treasurer

Recommending Approval:


HORACIO B. APDIAN JR
Community Affairs Officer III

ACKNOWLEDGMENT

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 **30 AUG 2023**, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
RONALD DENNIS JIMENEZ	BIR 286-072-712-6W	7/23/2021

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. 64
Page No. 14
Book No. 180
Series of 2023

FERDINAND D. AYARAO
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. 46577; IBP LRN 02459; OR 535886; 06/21/2001
TIN 123-011-785; PTR 0161668; 01/06/23; Pasig City
Unit 5, West Tower PSE, Exchange Road
Ortigas Center, Pasig City Tel: +632-86314090

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of **AUG 30 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. 775
Page No. 56
Book No. I
Series of 2023

ATTY. GERARDO P. RUBIO
Notary Public - Pasig City, San Juan and Pateros
Until December 31, 2024
ROL NO. 84083
IBP NO. 246415
PTR No. 9004629
APPOINTMENT NO. 276(2023-2024)
MCLE EXEMPTION NO. VII-BEP002240
TIN NO. 288-818-765

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. P12630758 issued on 29 March 2019 by the Department of Foreign Affairs Manila.

Doc. No. 112;
Page No. 21;
Book No. 104;
Series of 2022.

ATTY. FERDINAND D. AVABAO
Notary Public
Appointment No. 184 (2020-2021)
Exceeded until June 30, 2022
For Quia City, Ceres and San Jose City
Reg. No. 4479, Exemption No. VII-BEP003719, 03-24-21
TST VRN 6259, P.R. No. 221-19-0001
TIN (2020) 2264707-11 (2020) 465072-11
Unit 5, C/O West Tower 688 Bldg., Shikhaing Road
Ortigas Center, Pasig City (Tel. 6883459231)



PASIG
CITY

PROCUREMENT MANAGEMENT OFFICE

ANNEX "B"

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	17 August 2023
Project Title	Lease of Venue for the Leadership Training of OSCA Communication – Office of Senior Citizen Affairs
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
RFQ No.	100-23-07-1558
Approved Budget for the Contract	Three Hundred Twenty Six Thousand Pesos (Php 326,000.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than <u>18 August 2023, 1:45 PM</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>18 August 2023, 2:00 PM</u> , 7 th Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall commence from <u>31 August 2023 to 01 September 2023</u> .
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.


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 Leadership Training of OSCA Communication – Office of Senior Citizen Affairs under PR No. 100-23-07-1558																					
TECHNICAL SPECIFICATIONS/SCOPE OF WORK																					
31 August 2023 to 01 September 2023 Number of Days: 2 days Estimated Number of PAX: 50 pax Live-in Accommodation: for 44 pax																					
Board and Lodging (Full Board) <ul style="list-style-type: none"> ➤ Eight (8) Quadruple sharing room ➤ Six (6) Twin sharing room ➤ 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 ➤ Room Check in time: 2:00PM (31 August 2023) ➤ Room Check out time: 12:00 noon (01 September 2023) 																					
Function Room Requirements <ul style="list-style-type: none"> ● Can accommodate 50 pax, following the IATF Guidelines and flexible for group workshop ● Use of function room <ul style="list-style-type: none"> ● 8:00 am to 5:00 pm ● 10% parking Space ● Well-lighted and well-ventilated ● Availability of audio-visual equipment with stand-by assistant: ➤ Use of the plenary ➤ Audio-visual equipment: 1 podium, 2 microphones, basic PA system ➤ LCD projector and wide screen ➤ Set up requirements: Registration table and podium ● Wi-Fi Connection for all ● Pads, pencils, and mints ● No pillar in the middle of function room ● Good soundproofing of hall, there will be no or very minimal noise coming from the adjacent hall 																					
Meals Requirements: <table border="1" data-bbox="347 1741 927 2118" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th rowspan="2">MEALS</th> <th>Day 1</th> <th>Day 2</th> </tr> <tr> <th>31 August 2023</th> <th>01 September 2023</th> </tr> </thead> <tbody> <tr> <td>Breakfast</td> <td></td> <td>✓</td> </tr> <tr> <td>AM Snacks</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>Lunch</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>PM Snacks</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>Dinner</td> <td>✓</td> <td></td> </tr> </tbody> </table>	MEALS	Day 1	Day 2	31 August 2023	01 September 2023	Breakfast		✓	AM Snacks	✓	✓	Lunch	✓	✓	PM Snacks	✓	✓	Dinner	✓		
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	31 August 2023	01 September 2023																			
Breakfast		✓																			
AM Snacks	✓	✓																			
Lunch	✓	✓																			
PM Snacks	✓	✓																			
Dinner	✓																				

<ul style="list-style-type: none"> • Buffet Lunch and Dinner: Main dish (Choice of, pork, chicken, beef, fish, and vegetables), Dessert (choice of fruits and pastries) • AM Snack: Choice of sandwich and heavy breakfast • PM Snack: Choice of, pastries, pasta, and sandwich <ul style="list-style-type: none"> • Freshly brewed coffee, decaffeinated coffee, herbal and leaf teas, full cream and skimmed milk • Pads, pencil, and mints • Free flowing coffee, hot tea, hot choco and local purified water 	
FINANCIAL PROPOSAL	
Name of Project	Grand Total Cost for the Lease of Venue
Lease of Venue for the Leadership Training of OSCA Communication – Office of Senior Citizen Affairs under PR No. 100-23-07-1558	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.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:

Signature over printed Name Position

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



**TERMS OF REFERENCE
for LEADERSHIP TRAINING OF OSCA COMMUNICATION**

SOURCE OF FUNDS: General Fund of City Government of Pasig

I. Venue and Date of Events

Title: LEADERSHIP TRAINING AND OSCA DATA BASE

<i>ACTIVITY TITLE</i>	LEADERSHIP TRAINING OF OSCA COMMUNICATION
<i>AIP REFERENCE CODE</i>	3000-000-2-1-35-001-007-000

DATE OF ACTIVITY	ESTIMATED NUMBER OF PAX	NUMBER OF DAYS	TOTAL ESTIMATED BUDGET
August 31- September 01, 2023 8:00am-5:00pm	50 PAX (OSCA COMMUNICATION)	2 DAYS FOOD AND ACCOMMODATION	326,000.00

II. NUMBER OF DAYS:

2 DAYS

III. ACCOMMODATION:

44 PAX

A.) BOARD AND LODGING

➤ August 31, 2023- AIR-CONDITIONED ROOM (ONE NIGHT)

- Eight (8) 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



Annex "B"

- Room Check-in time: For 4 pax (each room)- 2:00 pm (August 31, 2023)
- Room Check-out time: For 4 pax (each room)- 12:00 noon (September 01, 2023)

B.) BOARD AND LODGING

➤ August 31, 2023- AIR-CONDITIONED ROOM (ONE NIGHT)

- Six (6) 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 coffee making facility
- Sanitized Beddings, Room and Restroom
- Room Check-in time: For 2 pax (each room)- 2:00 pm (August 31, 2023)
- Room Check-out time: For 2 pax (each room)- 12:00 noon (September 01, 2023)

Function Room Requirements:
<ul style="list-style-type: none"> • Can accommodate 50 pax, following the IATF Guidelines and flexible for group workshop
Use of Function Room
<ul style="list-style-type: none"> • August 31, -September 01, 2023 - 8:00AM- 5:00PM • 10% Parking Space • Well-lighted and ventilated
Availability of Audio-Visual Equipment
<ul style="list-style-type: none"> ▯ use of the plenary ▯ Audiovisual equipment: 1 podium, 2 microphones, Basic PA System ▯ LCD Projector with wide screen ▯ Set up requirement: Registration table and Podium
<ul style="list-style-type: none"> • 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



Meals Requirements

	August 31, 2023	September 01, 2023
	50 pax	50 pax
Breakfast		✓
Am Snack	✓	✓
Lunch	✓	✓
Pm Snack	✓	✓
Dinner	✓	

Buffet Lunch Day 1 (August 31, 2023): Main dish (Choice of, Pork, chicken, beef fish, and Vegetables)
Dessert (Choice of fruits and pastries)

Buffet Lunch Day 2 (September 01, 2023): Main dish (Choice of, Pork, chicken, beef fish, and Vegetables)
Dessert (Choice of fruits and pastries)

Buffet Dinner Day 1 (August 31, 2023): Main dish (Choice of, Pork, chicken, beef fish, and Vegetables)
Dessert (Choice of fruits and pastries)

AM Snack Day 1 (August 31, 2023) (choice of sandwich and heavy breakfast)

PM Snack Day 1 (August 31, 2023) (choice of, pastries, pasta and sandwich)

AM Snack Day 2 (September 01, 2023) (choice of sandwich and heavy breakfast)

PM Snack Day 2 (September 01, 2023) (choice of, pastries, pasta and sandwich)

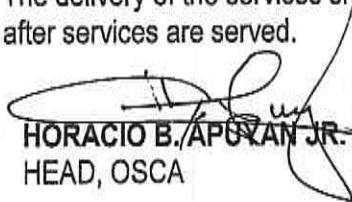
- Freshly Brewed Coffee, Decaffeinated Coffee, Herbal and Leaf Teas, Full cream and Skimmed Milk

- Pads, pencils, and mints

- Free-flowing coffee, hot tea, 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. APUYAN JR. MMHOA
HEAD, OSCA

