


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 -

 **CIUDAD CHRISTHIA RESORT, 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 New #40 Earth St. Carrieland Country Homes, Ampid 1, San Mateo, Rizal, herein represented by **CARRIE RAMOS-RAMIREZ**, 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. **100-23-07-1726** for the **Lease of Venue for PUSO Capacity Development/Mid-Year Assessment - Pasig Urban Settlements Office** from 06 September 2023 to 08 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 one (1) potential lessor responded;

WHEREAS, on 23 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 Ciudad Christhia Resort, 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 **Three Hundred Sixty Three Thousand Pesos (Php 363,000.00)**;

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 06 September 2023 to 08 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 **CIUDAD CHRISTHIA RESORT, 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 Sixty Three Thousand Pesos (Php 363,000.00)**.

**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

Awang

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 05 SEP 2023 day of _____, 2023 at **Pasig City**.

CITY OF PASIG

CIUDAD CHRISTHIA RESORT, INC.

By:

By:


VICTOR MA REGIS N. SOTTO
City Mayor


CARRIE RAMOS-RAMIREZ
Authorized Representative


WITNESSES:


(Printed Name and Signature)

(Printed Name and Signature)

Funds Appropriated:

Funds Obligated:



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


MS. JUVY A. CUENCO
City Accountant
100-2023-08-0913-1032

Funds Available:

Recommending Approval:


MS. MARITA A. CALAJE
City Treasurer


RICARDO B. REYES
Executive Assistant V

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, on this day of 05 SEP 2023, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
CARRIE RAMOS-RAMIREZ	<u>UMID CRN-00233-199476911</u>	<u>NA</u>

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. 31
Page No. 7
Book No. 74
Series of 2023

Rosalinda Adriano-Montelibano
ATTY. ROSALINDA ADRIANO-MONTELIBANO
NOTARY PUBLIC
Commission expires on Dec. 31, 2023
PTR No. 4028249-01/03/2023 - Q.C.
IBP No. 263982 - 01/03/2023 - Q.C.
Roll No. 68465
MCLE Comp. No. VII-0021672 - 04/14/2025

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of SEP 05 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. 167
Page No. 35
Book No. II
Series of 2023

Gerald P. Rubio
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. 276(2023-2024)
MCLE EXEMPTION NO. VIII-BEP002249
TIN NO. 238-919-765
Page 5 of 5 | CONTRACT NO. 100-23-07-1726 | JSC

Annex "A"

**AUTHORITY OF SIGNATORY
SECRETARY'S CERTIFICATE**

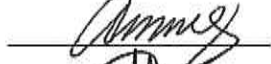
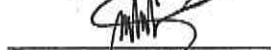
I, **ALOYSIUS FREDERICK R. RAMIREZ**, a duly elected and qualified Corporate Secretary of Ciudad Christhia Resort, Inc., a corporation duly organized and existing under and by virtue of the law of the of Philippines, DO HEREBY CERTIFY, that:

I am familiar with the facts herein certified and duly authorized to certify the same;

At the regular meeting of the Board of Directors of the said Corporation duly convened and held on August 7, 2023 at which meeting a quorum was present and acting throughout, the following resolutions were approved, and the same have not been annulled, revoked and amended in any way whatever and are in full force and effect on the date hereof:

RESOLVED, that Ciudad Christhia Resort, Inc. be, as it hereby is, authorized to participate in the sealed quotation of RFQ – PR 100-23-07-1726 Lease of Venue for the Conduct of "PASIG URBAN SETTLEMENT OFFICE'S CAPACITY DEVELOPMENT/MID-YEAR ASSESSMENT" by the City Government of Pasig City – Pasig Urban Settlement Office, and in connection therewith hereby appoint Ms. Carrie Ramos-Ramirez and/or Ms. Maria Lyn B. Macasero acting as duly authorized and designated representatives of Ciudad Christhia Resort, Inc., is granted full power and authority to do, execute and perform any and all acts necessary and/ or to represent Ciudad Christhia Resort, Inc., in the bidding as fully and effectively as the Company, might do if personally present with full power of substitution and revocation and hereby satisfying and confirming all that my said representative shall lawfully do or cause to be done by virtue hereof; RESOLVED FURTHER THAT, the Ciudad Christhia Resort, Inc. hereby authorizes its President to:

- (1) Execute a waiver of jurisdiction whereby the Company hereby authorizes it's right to question the jurisdiction of the Philippine courts;
- (2) Execute a wavier that the Company shall not seek and obtain writ of injunctions or prohibition or restraining order against the AFP or any other agency in connection with this project to prevent an restrain bidding procedures related thereto, the negotiating of and award of a contract to a successful bidder, and the carrying out of the awarded contract.

CARRIE RAMOS-RAMIREZ	President	
MARIA LYN B. MACASERO	Account Executive	


WITNESS the signature of the undersigned as such officer of the said corporation this 23 AUG 2023 day of _____, 2023 at QUEZON CITY.


ALOYSIUS FREDERICK R. RAMIREZ
Corporate Secretary

ACKNOWLEDGEMENT

SUBSCRIBED AND SWORN to before me this 23 AUG 2023 day of _____, 2023 affiant exhibiting to me his SSS ID No. 34-4853296-2.

Doc. No. 219
Page No. 52
Book No. XII
Series of 2023


ATTY. ROSALINDA AGUIRRE-MONTEZGRO
NOTARY PUBLIC
Commission expires on Dec. 31, 2023
P.R. No. 4028249-01/03/2023 - Q.C.
ISP No. 263982 - 01/03/2023 - Q.C.
Roll No. 68465
MCLE Comp. No. VII-0021672 - 04/14/2023



PASIG

PROCUREMENT MANAGEMENT OFFICE

Annex "B"

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

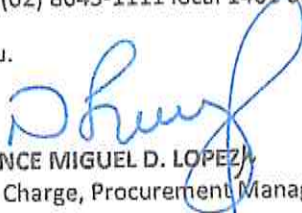
Date	22 August 2023
Project Title	Lease of Venue for PUSO Capacity Development/Mid-Year Assessment – Pasig Urban Settlements Office
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
RFQ No.	100-23-07-1726
Approved Budget for the Contract	Three Hundred Ninety Eight Thousand Pesos (Php 39 8 ,000.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than <u>23 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>23 August 2023, 2:00 PM</u> , 7 th Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall commence from <u>06 September 2023 to 08 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 PUSO Capacity Development/Mid-Year Assessment – Pasig Urban Settlements Office under PR No. 100-23-07-1726	
TECHNICAL SPECIFICATIONS/SCOPE OF WORK	
<p>06 September 2023 to 08 September 2023</p> <p>Number of Days: 3 days, 2 nights</p> <p>Type of Accommodation: Live-in for 55 pax</p>	
<p>Board and Lodging</p> <p>1. PROVIDE ROOMS FOR ACCOMODATIONS</p> <p>A. ACCOMMODATION:</p> <ul style="list-style-type: none"> ◦ Fourteen (14) air-conditioned Rooms (Quadruple sharing for 54 pax) ◦ 1 Solo room (1 pax) <p>B. ROOM REQUIREMENTS:</p> <ul style="list-style-type: none"> ◦ Air-conditioned Rooms ◦ Toiletries (Shampoo, Bath soap, Hand soap, Hand Sanitizer, Alcohol and Hair Conditioner) ◦ Well Ventilated ◦ Electronic Safe ◦ Bathroom and toilet in every room 	
<p>2. PROVIDE FUNCTION ROOM</p> <p>A. FUNCTION ROOM REQUIREMENTS</p> <ul style="list-style-type: none"> ◦ September 6 & 7 2023 Usage is from 8:00 Am to 5:00 pm ◦ September 8 2023 Usage is from 8:00 Am to 12:00 nn ◦ Well-ventilated and lighted ◦ Availability of Audio-Visual Equipment: <ul style="list-style-type: none"> ✔ At Least One (1) Projector and Wide Screen ✔ At Least One (1) Complete Set of Sound System ✔ At Least One (1) White Screen for Projector ✔ At Least Two (2) Microphones ✔ At Least Five (5) Extension Cords ✔ At Least Fifteen (15) Tables ✔ With Strong Wi-Fi Connection 	
<p>Meals Requirements:</p> <p>3. BUFFET STYLE BREAKFAST, AM/PM SNACKS, LUNCH AND DINNER FOR 55 PAX</p> <p>A. Am Snacks: With Free Flowing Coffee/Tea</p> <p>B. Lunch (Rice, 2 Viands, 1 Drink And 1 Dessert With Free Flowing Coffee/Tea</p> <p>C. Pm Snacks: With Free Flowing Coffee/Tea</p> <p>D. Dinner (Rice, 2 Viands, 1 Drink And 1 Dessert)</p>	
<p>Other Requirements:</p> <p>4: Provide One (1) Parking Slot for Bus</p> <p>5. Provide Free Flowing Coffee with Sugar and Creamer every day for the whole duration of capacity development</p>	

<p>6. Contact Our PUSO Liason Officer for Further Coordination: Ms. Ana May P. Barracas/09091179503</p> <p>7. Observe Health Protocols by Providing Alcohols, Checking of Temperatures, and Presentation of Vaccination Card Upon Check In</p> <p>8. Provide Emergency Medical Services if Needed</p> <p>9. Provide Wi-Fi Connection</p> <p>10. Brief/Orient All PUSO Personnel About the Rules and Regulations of the Premises</p> <p>11. Answer All Inquiries Re: Billing, Use of Premises and Scheduling</p> <p>12. Check In and Check Out</p> <p>A. Schedule of Check in: Date: 6 September 2023, 10:00 AM</p> <p>B. Schedule Check Out: Date: 8 September 2023, 12:00 PM</p>	
<p>FINANCIAL PROPOSAL</p>	
<p>Name of Project</p>	<p>Grand Total Cost for the Lease of Venue</p>
<p>Lease of Venue for PUSO Capacity Development/Mid-Year Assessment – Pasig Urban Settlements Office under PR No. 100-23-07-1726</p>	<p>PhP _____</p> <p>(Amount in Figures)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>(Amount in words of Grand Total Cost)</p>

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)*