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 -

FIRST PACIFIC LEADERSHIP ACADEMY, 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 KM 27 Sumulong Highway Sta. Cruz, Antipolo City, herein represented by NORWIN MARK T. SAYNO, 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. 100-23-08-1844 for the Lease of Venue for the BPLD Mid-Year Assessment - Business Permit and License Office from 21 September 2023 to 22 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 04 September 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 First Pacific Leadership Academy, 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 Four Hundred Sixty Thousand Six Hundred Forty Four Pesos and 38/100 (Php 460,644.38);

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 21 September 2023 to 22 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 **FIRST PACIFIC LEADERSHIP ACADEMY**, **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 **Four Hundred Sixty Thousand Six Hundred Forty Four Pesos and 38/100 (Php 460,644.38).**

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.

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- 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.
- 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

- 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.
- 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

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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 heret day of, 2023 at Pasig City	o set their hands this $0.8 \text{ SEP} 2023$
CITY OF PASIG	FIRST PACIFIC LEADERSHIP ACADEMY, INC.
Ву:	ву:
VICTOR MA REGIS N. SOTTO	NORWIN MARK T. SAYNO Authorized Representative
WITNES	SES:
(Printed Name and Signature)	(Printed Name and Signature)
Funds Appropriated: MS. MA. THERESA B. HERNANDEZ OIC - City Budget Office	Funds Obligated: MS. JUV A. CUENCO City Accountant 100 - 2023 - 08 - 0773 - 1032
MS. MARITA A. CALAJE City Treasurer	Recommending Approval: MLD dm MELANIE B. DE MESA City Gov't Dept. Head II

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of PASIG CITOn this day of SEP 08 2023 2023, personally appeared:

Name	Government ID	Issue and Expiry Date		
NORWIN MARK T. SAYNO	Drough's License DIO-06-00125	10-26-2022 /10-29-2032		

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. 106
Page No. 23
Book No. 111

Series of 2023

ATTY: (EXALD P. RUBIÓ

Motary Public-Pasz J.) y. San Juan and Pateros

Until Decer ber 31, 2024

ROLL NO. 84883

IBP NO. 243415

PTR No. 9004629

APPOINTMENT NO. 276(2023-2024)

MCLE EXEMPTION NO. 274, 262246

TIN NO. 238-919-765

ACKNOWLEDGMENT

BEFORE 1 ME 2023 Notary Public for and in the City of Pasig, on this day of 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. 52
Page No. 12
Book No. V

Series of 2023

Notary Public-Pasig CVI, Ian Juan Blu Pateros
Until December 31, 2024
PG(10,54083)
486 10, 43415

APPOINTMENT NO. 275(2023-2024)
MCLE EXEMPTION NO. VIII-BEP002249

TIN NO. 238-919-765
Page 5 of 5 | CONTRACT NO. 100-23-08-1844 | JSC

REPUBLIC OF THE PHILIPPINES)
PASIG CITY) S.S.

SECRETARY'S CERTIFICATE

- I, WILLIAM S. PAMINTUAN, a duly elected, qualified and incumbent Corporate Secretary of FIRST PACIFIC LEADERSHIP ACADEMY, INC. (the "Corporation"), a non-stock, non-profit corporation duly organized and existing under and by virtue of the laws of the Philippines, do hereby certify that:
- 1. At the special meeting of the Board of Trustees of the Corporation, duly convened and held on May 27, 2020, at which meeting a quorum was present, acted throughout and voted, the following resolutions were approved and that said resolutions are in full force and effect on the date hereof:

"RESOLVED, that until otherwise specified by this Board, the Corporation is hereby authorized and empowered:

- (1) to enter into such transactions for the acquisition, sale, lease or sub-lease, donation, exchange, assignment, transfer, conveyance or disposition of any real or personal property, including rights and interests therein, of the Corporation;
- (2) to enter into contracts or agreements (including joint venture agreement) for the use, management, or administration of the properties of the Corporation;
- (3) to negotiate, enter into, agree, and execute any agreement, contract, or transaction for the management, operation, or pursuit of the business of the Corporation;
- (4) to negotiate, agree, and execute any agreement, contract or transaction pertaining to the purchase of raw materials, spare parts, machinery, equipment and other like items;
- (5) to contract services necessary for the operations of the Corporation;
- (6) to apply for permits, licenses, and authorizations with the proper government agencies or instrumentalities relative to, and in respect of, constructions, renovations and alterations or lands, buildings and other improvements thereon, as well as, for the installation and maintenance of public utilities, such as, among others, power, light, water, telephone, and communication, and such other permits, licenses or authorizations required, necessary, and/or incidental to the business of the Corporation;
 - (7) to participate in the bidding by the Government Procurement Office (GPO) and Government Owned or Controlled Corporation (GOCC) as well as negotiate the terms and conditions, post/withdraw all kinds of bonds required in the bidding process

in accordance with RA 9184; execute, sign and deliver all documents required to complete the bidding process;

to acquire Tax Credit Certificates (TCCs) from customers and (8)other entities under reasonable terms and conditions;

RESOLVED, that for the purpose of implementing the foregoing acts, the following officers are hereby authorized to act as representatives and signatories of the Corporation:

Mr. Manuel V. Pangilinan

1. Chairman Mr. Victorico P. Vargas 2. President Mr. Jose Ma. K. Lim 3. Trustee Atty. Ray C. Espinosa 4. Trustee Ms. Betty C. Siy-Yap 5. Treasurer Ms. June Cheryl A. Cabal-Revilla 6. Comptroller Atty. William S. Pamintuan 7. Corporate Secretary 8. Deputy General Manager & Ms. Kathrine D. Biason **Programs Director** 9. Finance & Corporate Services Director Mr. Robert Henry M. Ramirez II Mr. Norwin Mark T. Sayno 10. Head of Sales

RESOLVED, FURTHER, that the above signatories, shall have the authority to execute, sign, issue, and deliver in the name and on behalf of the Corporation any and all agreements, contracts, instruments, powers of attorney, authorizations, certifications, and other documents necessary to implement and carry into effect the authority herein granted;

RESOLVED, FURTHERMORE, that the Corporate Secretary of this Corporation be, as he is hereby, authorized and directed to furnish under the seal of this Corporation certified copies of the foregoing resolution to any person, firm, corporation, or government office or agency who may desire or require the same in connection with the execution or implementation of the foregoing resolution;

RESOLVED, FINALLY, that any and all resolutions approved prior hereto for the purpose of designating certain persons as authorized signatories of the Corporation for its business transactions be, as it is hereby, deemed repealed and revoked."

Pursuant to the foregoing resolutions, Ms. Kathrine D. Biason, Mr. Robert Henry M. Ramirez II, and Mr. Norwin Mark T.Sayno, be, as they are hereby, empowered as authorized representatives and signatories of the Corporation to sign the Employer's Change of Information Form (ECIF) and Specimen Signature Form (SSF) of the Home Development Mutual Fund (HDMF), or popularly known as the "Pag-IBIG Fund".

IN WITNESS THE SIGNATURE of the undersigned as such officer of the Corporation and its corporate seal hereunto affixed on this ______ 2021.

WILLIAM S. PAMINTUAN Corporate Secretary

Doc. No.: $\frac{|\vec{q}|^2}{|\vec{q}|}$; Page No: $\frac{|\vec{q}|}{|\vec{q}|}$; Book No: $\frac{|\vec{q}|}{|\vec{q}|}$; Series of 2021.

ATTY, CRISTOPHER B. ARPON
Notary Public
For and in Pasig, Pateros and San Juan
Appointment No. 11 (2019-2020) January 14, 2019
At Pasig City until December 31, 2020
IN No. 41620! IBP No. 102739 1/9/2020 RSM Checkler
TR No. 6589113 1/25/2020 Pasig 1 / MCLE No. VII-0001089 10/17/201 |
MCLE No. VII-0001089 10/17/201 |
MCLE No. VII-0001089 10/17/201 |
MCLE No. VII-0001089 (City)



PROCUREMENT MANAGEMENT OFFICE

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	30 August 2023
Project Title	Lease of Venue for the BPLD Mid-Year Assessment – Business Permit and License Office
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
RFQ Na.	100-23-08-1844
Approved Budget for the Contract	Four Hundred Ninety Nine Thousand Nine Hundred Ninety Nine Pesos and 92/100 (Php 499,999.92)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than <u>Q1</u> <u>September 2023</u> , <u>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	01 September 2023, 2:00 PM, 7 th Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall commence from 21 September 2023 to 22 September 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. 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. LOPEZJ.
Officer in Charge, Procurement Management Office

IKR-

TAON

Description of Service Requirement

Offered Technical Proposal

Please fill in with either: "Comply" or "Not Comply"

Lease of Venue for the BPLD Mid-Year Assessment – Business Permit and License Office under PR No. 100-23-08-1844

		25-00-2044	
TECHNICAL SPECIFICATIONS/SCOPE OF WORK			
Venue Location: Antipolo City			
Type of event: Live in			**
Date: 21 September 2023 to 22 September 2023			"Comply"
Number of Participants: Eighty Two (82) Participants from BPLD			, ,,,,,,,
Rooms: One plenary/function room			
Board and Lodging (Full			
Room Breakfast (6 am Parking space Sanitized beddir Wireless Interne	or OIC's then the to 10 am) g, rooms, and res t Connection (Wi- ional facilities fe	"Comply"	
fitness center Daily replenishn Daily housekeep Arrival: 8:00 am Check out time:	ent of bathroom ing service (September 21, 2 12:00 nn (Septem		
Function Room Requirements Can accommodate 82 pax, flexible for group activities/workshops Well-lighted and well-ventilated Availability of audio-visual equipment: Use of projector and projector screen Use of whiteboard with whiteboard pen & eraser Sound system At least 2 Microphones Access to internet / WIFI in all areas of venue Function room set up: Classroom type Table for the Secretariat (Registration Area) Mints, paper, and pencil No obstruction pillars			"comply"
 Welcome tarpa 		d alarm fire fighting e	quipment
Meals Requirements:		- A	
MEALS	Day 1	Day 2	4
Breakfast	1	1	"comply "
AM Snack	s 🗸	7	
Buffet Lui	nch 🗸	1	
PM Snack	ASDA 14 B		
12103 371003			

	Buffet Dinner	1			
 AM and Lunch an or beef), veg Free flov 	PM Snacks: sand dinner: 2 m etables, soup, ving coffee an	fast and choice ndwich or pasta ain dishes (fish; dessert, rice, ar d/or tea	; with drinks choice of meat:	e x 2	"comply"
quarters, hal With Date circumstance Com E W Fi	ntaining clean lways, coffee/ n appropriate p n 24-hour secu ns can be re es pliant with Eq asy access to to lith ramp irst aid kits ava	liness of functi tea area and dir parking area - 1 rity, front-desk booked in cas ual Employmen the comfort rook allable when nea rating of at leas	ning area O slots and housekeep e of emergen t Opportunity P m	ing services cy/unforeseen olicy (EEOP)	"comply"
			FINANCIAL P	ROPOSAL	
	Name of Proje	ect	Grand Total Cost for the Lease of Venue		st for the Lease of Venue
	enue for the B ent – Business License Offic		Php 460, 644.38 (Amount in Figures) Four Hundred Sixty Thousand Six Hundred Forty Four and Thirty Fio (and Thirty Fio		
		2			

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 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.

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- Latest Business Tax Return refers to the Value Added Tax (VAT) or Percentage Tax returns covering the previous six (6) months.
- 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.appb.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 FIETT PACIFIC Leadeship KNOW/Please indicate name of company)





TERMS OF REFERENCE

Performers	Te me and State Come
Venue Location	Antipolo City
Type of Event	Live-in
Date	September 21-22 2023
Number of Participants	Eighty-Two (82) Participants from BPLD
Rooms	One Plenary/Function Room

Number of Days: Two (2) days and One (1) night 1

Desired Venue and/or Function: Antipolo City 11.

Type of Accommodation: 111.

Board and Lodging (Full Board)

- 5 Single Room for OIC's then the rest is Twin or Triple Sharing Room
- Breakfast (6 am to 10 am)
- Parking Space
- Sanitized Bedding, Rooms, and Restrooms
- Wireless Internet Connection (Wi-Fi)
- Use of recreational facilities featuring a swimming pool and filness center
- Daily replanishment of bathroom amenities
- Daily housekeeping service
 - o Arrivai

: 8:00 am (September 21, 2023)

Check-out Time

: 12:00 nn (September 22, 2023)

FUNCTION ROOM REQUIREMENTS: IV.

- Can accommodate at least 82 pax, flexible for group activities/ workshops
- Well-lighted and well-ventilated
- Availability of audio-visual equipment:
 - Use of projector and projector screen
 - Use of a whiteboard with whiteboard marker and eraser O
 - Sound system 0
 - Microphones
- Access to the internet / Wi-Fi in all areas of the venue
- Function room set-up: Classroom type
- Table for the Secretariat (Registration Area)
- Mints, Paper, and Pencil

MEAL REQUIREMENTS V.

NEALS	DAY 1 September 21, 2023	DAY 2 September 22, 2023
Buffet Breakfast		ļ
AM Snacks		<u> </u>
Buffet Lunch		
PIVI Snacks		
Buffet Dinner		

- Breakfast Buffet breakfast and choice of hot coffee or hot chocolete.
- AM & PM Snacks Sandwich or Pasta with Drinks
- Lunch & Dinner 2 main dishes (fish; choice of meat: chicken, pork, or beef), Vegetables, soup, dessert, rice, and cold drinks
- Free-flowing coffee and/ or tea

(2 (4), (4) - 17 (9) 8385 (8)



ACHIVITANCE CONTRACTOR OF A PROPERTY SEEDING

VI. OTHER REQUIREMENTS

- Maintaining cleanliness of function hall, restrooms, sleeping quarters, hallways, and dining area.
- With appropriate parking area 10 slots
- With 24- hour security, front desk, and housekeeping services
- Dates can be rebooked in case of emergency/ unforeseen circumstances
- Compliant with Equal Employment Opportunity Policy (EEOP)
 - o Easy access to the comport room
 - With ramp
 - o First Aid Kits available when needed
 - With a passing rating of at least 85% in Market Analysis

Prepared by:

KRISBIE A. ANOCHE Administrative Officer III, BPLD Administrative Officer IV, BPLD

Reviewed by:

NESTOR G. NDELIBLE Administrative, Officer V, BPLD

Approved by:

MELANIE B. DE MESA, CPA

City Government Department Head II, BPLD

TADE