

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, 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 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.

W I T N E S S E T H :

WHEREAS, the **LESSEE** has a lease requirement for venue under Purchase Request No. 100-23-08-1866 for the **Lease of Venue for the Meat Inspection Service Training– City Veterinary Office** from September 18 to 19, 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 08 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;

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 Forty Thousand Five Hundred Thirty Six Pesos and 51/100 (Php 240,536.51)**;

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 18 to 19 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** 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 Forty Thousand Five Hundred Thirty Six Pesos and 51/100 (Php 240,536.51)**.

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

CITY OF PASIG

**FIRST PACIFIC LEADERSHIP
ACADEMY**

By:

By:

VICTOR MA REGIS N. SOTTO
City Mayor

NORWIN MARK SAYNO
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
100-2023-08-0788-1032

Funds Available:

Recommending Approval:

MS. MARITA A. CALAJE
City Treasurer

MS. EMMA M. SANCHEZ, DVM
City Veterinarian - City Veterinary
Office

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 _____ 2023, personally appeared:

SEP 15 2023

Name	Government ID	Issue and Expiry Date
NORWIN MARK SAYNO	Driver's License DL6-06-000125	OCT. 26, 2022 / OCT. 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. 212
Page No. 44
Book No. IV
Series of 2023

ATTY. GERALD P. RUBIO
Notary Public-Pasig City, San Juan and Pateros
Until December 31, 2024
ROLL NO. 84083
IBP NO. 243416
PTR No. 9004629
APPOINTMENT NO. 276(2023-2024)
MCLE EXEMPTION NO. VIII-BEP002249
TIN NO. 238-919-765

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of **SEP 15 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. 213
Page No. 44
Book No. IV
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. 276(2023-2024)
MCLE EXEMPTION NO. VIII-BEP002249
TIN NO. 238-919-765

Annex "A"

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



Annex "B"

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION


Date	06 September 2023
Project Title	Lease of Venue for the Meat Inspection Service Training – City Veterinary Office
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
RFQ No.	100-23-08-1866
Approved Budget for the Contract	Two Hundred Ninety Eight Thousand Eight Hundred Pesos (Php 298,800.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than <u>08 September 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	08 September 2023, 2:00 PM, 7 th Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall commence from September 18, 2023 to September 19, 2023.
NOTES	<ol style="list-style-type: none"> 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. LOPEZ JR.
 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 Meat Inspection Service Training– City Veterinary Office PR No. 100-23-08-1866																						
TECHNICAL SPECIFICATIONS/SCOPE OF WORK																						
<p>September 18, 2023 to September 19, 2023</p> <p>I. Desired Venue: any hotel or resort within Pasig City or nearby City or Province within 70 km radius that can accommodate board and lodging for thirty-six (36) persons with conference/ function room</p> <p>a. Type of Accommodation: 2 pax each in 3 twin-sharing rooms, and triple-sharing rooms for the 30 pax, with own toilet and bath.</p> <p>b. Arrival date/Time: September 18, 2023, 7AM</p> <p>c. Departure date/Time: September 19, 2023, 5PM</p> <p>II. Function Room Requirements:</p> <p>a. Use of function or conference room for the activity:</p> <ul style="list-style-type: none"> o September 18, 2023, from 8 AM until 5 PM; o September 19, 2023, from 8 AM until 5 PM; <p>b. Use of unlimited and stable Internet connection</p> <p>c. Use of audio-visual equipment (at least 2 microphones, 2 extension cords, 1 LCD projector and screen, and tables and chairs)</p> <p>d. Use of whiteboard with pen and eraser</p>	"Comply"																					
<p>Meals Requirements:</p> <p>a. First Meal: September 18, 2023, Breakfast</p> <p>b. Last Meal: September 19, 2023, PM Snack</p> <p>c. Buffet Style: Breakfast, Lunch, and Dinner</p> <p>d. AM & PM Snacks: Sandwich or pasta with drinks</p> <p>e. Free-flowing coffee and tea with fresh milk</p> <table border="1" data-bbox="438 1241 869 1589"> <thead> <tr> <th>MEALS</th> <th>Day 1</th> <th>Day 2</th> </tr> </thead> <tbody> <tr> <td>Breakfast</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> </tr> <tr> <td>AM Snack</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> </tr> <tr> <td>Lunch</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> </tr> <tr> <td>PM Snack</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> </tr> <tr> <td>Dinner</td> <td style="text-align: center;">✓</td> <td></td> </tr> <tr> <td>Socials</td> <td style="text-align: center;">✓</td> <td></td> </tr> </tbody> </table>	MEALS	Day 1	Day 2	Breakfast	✓	✓	AM Snack	✓	✓	Lunch	✓	✓	PM Snack	✓	✓	Dinner	✓		Socials	✓		"Comply"
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Breakfast	✓	✓																				
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PM Snack	✓	✓																				
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Socials	✓																					
<p>Other Requirements:</p> <ul style="list-style-type: none"> o Use of amenities of the hotel/resort; o Maintaining cleanliness - function hall, restrooms, sleeping quarters, hallway, coffee/tea area and dining areas o With appropriate parking spaces for guest's vehicles; o With 24-hour security, front-desk and housekeeping service 	"Comply"																					
FINANCIAL PROPOSAL																						

Name of Project	Grand Total Cost for the Lease of Venue
Lease of Venue for the Meat Inspection Service Training- City Veterinary Office PR No. 100-23-08-1866	<p style="text-align: center;">P1P <u>240,636.51</u> (Amount in Figures) <u>Two Hundred Forty</u> <u>Thousand Five Hundred Thirty Six</u> <u>and Fifty One Cent.</u> (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:

- o 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.
- o 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.epnb.gov.ph/assets/forms/Omnibus%20Sworn%20Statement\(Revised\).doc](https://www.epnb.gov.ph/assets/forms/Omnibus%20Sworn%20Statement(Revised).doc))
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:

NORWIN ALFRE SANJO HEAD OF SALES
Signature over printed Name Position

Duly authorized to sign quotation/offer for and on behalf
of FIRST PACIFIC LEADERSHIP ACADEMY (Please indicate name of company)



Annex "B"

TERMS OF REFERENCE

Lease of Venue for Meat Inspection Service Trainings

Date of Event	Estimated Pax	Number of Days	Unit Cost	Budget Estimate
September 18 to 19, 2023	36 pax	2D/1N	8,300.00	298,800.00

- I. **Desired Venue:** Any hotel or resort within Pasig City or nearby City or Province within 70 km radius that can accommodate board and lodging for thirty-six (36) persons with conference / function room.
 - a. **Type of Accommodation:** 2 pax each in 3 twin-sharing rooms, and triple-sharing rooms for the 30 pax, with own toilet and bath.
 - b. **Arrival Date/Time:** September 18, 2023, 7 AM
 - c. **Departure Date/Time:** September 19, 2023, 5 PM
- II. **Function Room Requirements:**
 - a. Use of function or conference room for the activity:
 - September 18, 2023, from 8 AM until 5 PM;
 - September 19, 2023, from 8 AM until 5 PM
 - b. Use of unlimited and stable Internet connection
 - c. Use of audio-visual equipment (at least 2 microphones, 2 extension cords, 1 LCD projector and screen, and tables and chairs)
 - d. Use of whiteboard with pen and eraser
- III. **Meal Requirements:**
 - a. **First Meal:** September 18, 2023, Breakfast
 - b. **Last Meal:** September 19, 2023, PM Snack
 - c. **Buffet Style:** Breakfast, Lunch and Dinner
 - d. **AM & PM Snacks:** Sandwich or pasta with drinks
 - e. **Free-flowing coffee and tea with fresh milk**



Table of Meals:

MEALS	DAY 1	DAY 2
Breakfast	/	/
AM Snack	/	/
Lunch	/	/
PM Snack	/	/
Dinner	/	
Socials	/	

IV. Other Requirements:

- a. Use of amenities of the hotel/resort;
- b. Maintaining cleanliness – Function room, restrooms, sleeping quarters, hallway, coffee/tea and dining areas;
- c. With appropriate parking spaces for guests' vehicles;
- d. With 24-hour security, front-desk and housekeeping services

Submitted by:

Emma M. Sanchez, DVM
City Veterinarian