

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 Pasig 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 -

FRONTIER ORTIGAS HOTEL AND RESORT CORPORATION a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at Marco Polo Hotel Ortigas Manila Meralco Ave. Cor. Sapphire Road Ortigas Ctr, San Antonio, Pasig City herein represented by **RICHARD MICHAEL SIMMONS**, Authorized Representative, pursuant to the Secretary Certificate attached hereto as Annex "A", 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. **100-23-07-1660** for the **Lease of Venue for the Capacity Development Training 2023 - Peace and Order Department, Public Safety Division** from 11 October 2023 to 13 October 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 three (3) potential lessors responded;

WHEREAS, on 02 October 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 Marco Polo Ortigas Manila;

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 Million Two Hundred Thousand Pesos (Php 1,200,000.00)**;

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 / Terms of Reference attached to this Contract as Annex "B".

ARTICLE II LEASE PERIOD

The Contract of Lease shall be for the period of 11 October 2023 to 13 October 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 **FRONTIER ORTIGAS HOTEL AND RESORT CORPORATION** 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 Million Two Hundred Thousand Pesos (Php 1,200,000.00)**.

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 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 09 OCT 2023 day of _____, 2023 at Pasig City.

CITY OF PASIG

FRONTIER ORTIGAS HOTEL AND RESORT CORPORATION

By:

By:



HON. VICTOR MA REGIS N. SOTTO
City Mayor

RICHARD MICHAEL SIMMONS
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
100-2023-08-0255-1013-1143

Funds Available:


MS. MARITA A. CALAJE
City Treasurer

Recommending Approval:


RODRIGO M. DE DIOS
City Government Dept. Head II

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 09 OCT 2023 personally appeared:

Table with 3 columns: Name, Government ID, Issue and Expiry Date. Row 1: Richard Michael Simmons, AUSTRALIAN PASSPORT: PED401169, 29 JUN 2016, 29 JUN 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. 156
Page No. 77
Book No. 01
Series of 2023

Notary seal for ATTY. LOLITA W. MCDONOUGH-LIAW, Notary Public until Dec. 31, 2024, Pasig, San Juan, & Pateros M. Mla. Appointment No. 49 (2023-2024) PTR No. 0139412/Jan. 03, 2023 BP No. 173491/10-22-2022 for the Year 2023/REM MCLE Exemption No. VIII-IPD000051 Roll No. 34423 2nd Flr. Atrnal Center Velasco Ave Malabon, Pasig City

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of OCT 10 2023, 2023, personally appeared Hon. 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. 349
Page No. 71
Book No. 18
Series of 2023

Notary seal for ATTY. GERALD P. RUBIO, Notary Public-Pasig City, San Juan and Pateros Until December 31, 2024 ROLL NO. 84083 IEP NO. 243415 PTR No. 9004829 APPOINTMENT NO. 276(2023-2024) MCLE EXEMPTION NO. VIII-BEP002249 Page 5 of 5 | CONTRACT NO. 100-23-07-1660 | JCS TIN NO. 235-319-769

SECRETARY'S CERTIFICATE

I, PATRICIA KIRSTEN JODI D. DOLATRE, Filipino, of legal age, with office address at 23/F Multinational Bancorporation Center, 6805 Ayala Avenue, Makati City, being the duly elected and qualified Assistant Corporate Secretary of FRONTIER ORTIGAS HOTEL AND RESORT CORPORATION (the "Corporation"), a corporation organized and existing under Philippine laws, with office address at 21/F Marco Polo Ortigas Manila, Sapphire Road, Ortigas Center, Pasig City, after having been sworn in accordance with law, do hereby certify that at the Special Meeting of the Board of Directors of the Corporation held on July 7, 2023 via conference call, at which meeting a quorum was present and acting throughout, the following resolutions were unanimously approved:

"RESOLVED, that the Board of Directors of FRONTIER ORTIGAS HOTEL AND RESORT CORPORATION (the 'Corporation') appoint effective _____, as it hereby does, any one of the following company officers as its authorized representative in its transactions with the Local Government of Pasig City ('LGU Pasig') and to secure, execute, sign, submit and deliver any and all documents that may be required by the LGU Pasig:

Name and Position

Richard Michael Simmons
(General Manager)

Marie Angeline Y. Co
(Director of Finance)

"RESOLVED, FURTHER, that the aforementioned resolutions shall be valid and binding upon the Corporation unless and until the LGU Pasig receives a Certificate from the Corporation revoking such authority."

IN WITNESS WHEREOF, this Secretary's Certificate is signed on this 13th day of July 2023 in Makati City.

PATRICIA KIRSTEN JODI D. DOLATRE
Assistant Corporate Secretary

SUBSCRIBED AND SWORN to before me this 13th day of July 2023 in Makati City, affiant personally known to me and exhibiting her Taxpayer Identification No. 724-818-143 issued by the Bureau of Internal Revenue, as competent evidence of her identity.

Doc. No. 216 :
Page No. 45 :
Book No. 11 :
Series of 2023.

2858-2-01

VERON JARAMEL A. PEDRON
Notary Public at Makati
Appointment No. 65410
Commission until December 31, 2025
Roll of Attorneys No. 10762
PTR No. 8985786-2-33-2000 Makati City
TIN No. 295195-1-1-00000-9999
Makati, Manila
P.O. Box 12345
Makati City, Philippines

CERTIFIED TRUE COPY
FRONTIER ORTIGAS HOTEL AND RESORT CORP
CORPORATE SECRETARY
MARCO POLO HOTEL ORTIGAS
MANILA

ALICE LAGANA 9/29/23



PASIG

PROCUREMENT MANAGEMENT OFFICE

ANNEX "B"

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	28 September 2023
Project Title	Lease of Venue for the Capacity Development Training 2023 – Peace and Order Department, Public Safety Division
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
RFQ No.	100-23-07-1660
Approved Budget for the Contract	One Million Two Hundred Fifty Thousand Pesos (Php 1,250,000.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than <u>02 October 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 (RFQ 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>02 October 2023, 2:00 PM</u> , 7 th Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall commence from <u>11 October 2023 to 13 October 2023</u>
NOTES	<ol style="list-style-type: none"> 1. Lessor shall submit their offer/quotation through their duly authorized representatives 2. 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 A. 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 Capacity Development Training 2023 – Peace and Order Department, Public Safety Division under PR No. 100-23-07-1660	
TECHNICAL SPECIFICATIONS/SCOPE OF WORK	
11 October 2023 to 13 October 2023 Number of Days: 3 days Target Venue: Within Pasig Type of Accommodation: Live-in for 80 pax	Comply
Board and Lodging > Eleven (11) Superior Rooms (VIP, SPEAKER – Single Occupancy) > Twenty Three (23) De luxe Rooms (Triple Sharing)	Comply
Function Room Requirements ◦ Function room with projector, mic etc. ◦ From 8:00am to 5:00pm ◦ Pads, pencil and mints ◦ Unlimited flowing coffee ◦ With free WIFI connection	Comply
Meals Requirements: ◦ Day 1: ◦ Am Snack – plated ◦ Lunch ◦ Pm Snack – plated ◦ Dinner - Buffet ◦ Day 2: ◦ Breakfast ◦ Am Snack – plated ◦ Lunch ◦ Pm Snack – plated ◦ Dinner - Buffet ◦ Day 3: ◦ Breakfast ◦ Am Snack – plated ◦ Lunch ◦ Pm Snack – plated	Comply
FINANCIAL PROPOSAL	
Name of Project	Grand Total Cost for the Lease of Venue
Lease of Venue for the Capacity Development Training 2023 – Peace and Order Department, Public Safety Division	PHP <u>1, 700, 000</u> (Amount in Figures) <u>ONE MILLION TWO HUNDRED THOUSAND PESOS</u>

	<hr/> <hr/> <p>(Amount in words of Grand Total Cost)</p>
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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.podb.gov.ph/assets/forms/Omnibus%20Sworn%20Statement\(Revised\).doc](https://www.podb.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.

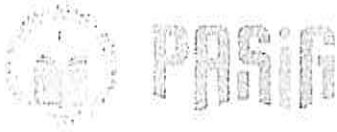
We understand that the City Government of Pasig is not bound to accept the lowest or any bid it may receive.

Conforme:

JAKE LAGAVE CATERLING MANAGEVZ
Signature over printed Name Position

Duly authorized to sign quotation/offer for and on behalf
of RICHARD MICHAEL SIMMONS (Please indicate name of company)

MARCO POLO ORTIGAS MANILA



ANNEX "B"

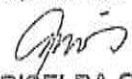
Terms of Reference:

Job Title : CAPACITY DEVELOPMENT TRAINING 2023
Purpose : Emergency Response Training and Seminar
Dept./ Division : Peace and Order Department/ Public Safety Division

- o Seminar for three (3) days and two (2) nights
- o October 11,12 and 13, 2023
- o Food, Rooms accommodation

Item No.:	Qty.	Unit of Issue	Item Description	Estimated Unit Cost	Estimated Cost
1.	80	Pax	<ul style="list-style-type: none">▪ 11 Superior Rooms (VIP, SPEAKER- Single occupancy)▪ 23 De luxe Rooms (Triple Sharing)▪ Function Room with Projector, Mic etc. (From 8am to 5pm)▪ Pads, pencils and mints▪ Unlimited flowing Coffee▪ With Free WIFI Connection▪ FOOD Day 1 -am plated snack / lunch/pm plated snack and Dinner (buffet) Day 2 -Breakfast/ am plated snack/ Lunch/ pm plated snack and Dinner (Buffet) DAY 3 - Breakfast/ am plated snack/ Lunch and pm plated snack	15,625.00	1,250,000.00
Grand Total:					1,250,000.00

Prepared by:


CRISELDA O. CUSTODIO
Procurement Officer
POD-PSD