

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 -

LORELAND REALTY AND DEVELOPMENT 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 Sitio Colaique, San Roque, Antipolo City, herein represented by **MA. AMILYN BAUTISTA**, 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. **100-23-07-1945** for the **Lease of Venue for the ISO-Quality Management Systems Training for CHD, POD, BPLD and OGS - City Administrator's Office** from 19 October 2023 to 21 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 one (1) potential lessor 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 Loreland Realty and Development Corporation;

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 **Seven Hundred Sixty Three Thousand Three Hundred Ninety Two Pesos (Php 763,392.00)**;

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 on 19 October 2023 to 21 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 **LORELAND REALTY AND DEVELOPMENT 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 **Seven Hundred Sixty Three Thousand Three Hundred Ninety Two Pesos (Php 763,392.00)**.

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

LORELAND REALTY AND DEVELOPMENT CORPORATION

By:

By:


VICTOR MA REGIS N. SOTTO
City Mayor


MA. AMILYN BAUTISTA
Authorized Representative

WITNESSES:


(Printed Name and Signature)

(Printed Name and Signature)

Funds Appropriated:

Funds Obligated:

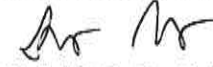

MS. MA. THERESA B. HERNANDEZ
OIC - City Budget Office


MS. JUVY A. CUENCO
City Accountant
100- 2023- 07 -0638 - 1031

Funds Available:

Recommending Approval:


MS. MARITA A. CALAJE
City Treasurer


DIEGO LUIS S. SANTIAGO
City Gov't Asst. 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 OCT 09 2023, 2023, personally appeared:

| Name | Government ID | Issue and Expiry Date |
|---------------------|--------------------------|-----------------------|
| MA. AMILYN BAUTISTA | Unified Multi-Purpose ID | 2/21 |

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. 185
Page No. 38
Book No. IX
Series of 2023

ATTY. GERALD P. RUBIO
Notary Public-Pasig City, San Juan and Pateros
Until December 31, 2024
ROLL NO. 84083
IBPN NO. 243415
PTR No. 9004629
APPOINTMENT NO. 276(2023-2024)
MOLE 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 OCT 19 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. 571
Page No. 106
Book No. X
Series of 2023

ATTY. GERALD P. RUBIO
Notary Public-Pasig City, San Juan and Pateros
Until December 31, 2024
ROLL NO. 84083
IBPN NO. 243415
PTR No. 9004629
APPOINTMENT NO. 276(2023-2024)
MOLE EXEMPTION NO. VIII-BEP002249
TIN NO. 238-919-765

ANNEX "A"

SECRETARY'S CERTIFICATE

I, Felix Renato F. Marinas V, of legal age, Filipino citizen and resident of Loremar Grand Homes, San Roque, Antipolo City, after having sworn to in accordance with law, do hereby depose and say:

That I am the duly elected and qualified Corporate Secretary of Loreland Realty & Development Corporation, duly organized and existing under the law of the Republic of the Philippines with principal address at 165 Loremar Building ML Quezon St. Barangay San Roque, Antipolo City;

As such, I have custody of, and access to, all corporate minutes, books and records of the corporation;

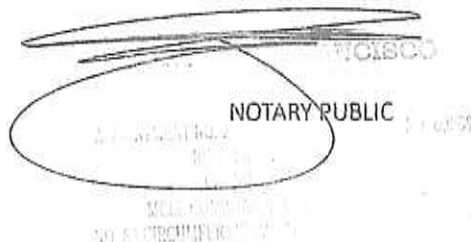
That at the special meeting of the Board of Directors of the corporation held at its principal office on November 25, 2016 with a valid quorum was present and acting all throughout the following resolutions were duly approved to wit:

"RESOLVED AS IT IS HEREBY RESOLVED, that the Board of Directors of Loreland Realty & Development Corporation is authorizing Ma. Amilyn Bautista, Sales Executive of Loreland Farm Resort, to do, execute and perform any and all acts and/or to represent in the bidding with PhilGEPS and to transact business in relation to sales activities for and on behalf of the corporation."

IN WITNESS WHEREOF, I have hereunto set my hands in my capacity as Corporate Secretary this ___ day of _____, 2023.


FELIX RENATO F. MARINAS V
Corporate Secretary

SUBSCRIBED AND SWORN to before me this ___ of ___ 2023 at Antipolo City Philippines affiant exhibiting to me her Community Tax Certificate No. _____ issued on _____ 2023 at Antipolo City.


NOTARY PUBLIC

Doc. No. 299
Page No. 54
Book No. 64
Series of 713



PASIG

PROCUREMENT MANAGEMENT OFFICE

ANNEX "B"

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

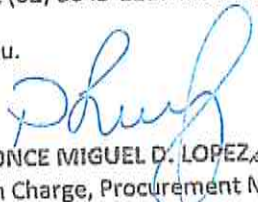
| | |
|--|---|
| Date | 27 September 2023 |
| Project Title | Lease of Venue for the ISO-Quality Management Systems Training for CHD, POD, BPLD and OGS – City Administrator's Office |
| Mode of Procurement | Negotiated Procurement (Lease of Real Property or Venue) |
| RFQ No. | 100-23-07-1945 |
| Approved Budget for the Contract | Eight Hundred Eighty Thousand Five Hundred Fifteen Pesos (Php 880,515.00) |
| 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 (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>02 October 2023, 2:00 PM</u> , 7 th Floor, Meeting Room, Pasig City Hall |
| TERMS | The lease contract shall commence from <u>19 October 2023 to 21 October 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 ISO-Quality Management Systems for CHD, POD, BPLD and OGS – City Administrator's Office under PR No. 100-23-07-1945 | | | | | | | | | | | | | | | | | | | | | | | | | |
| TECHNICAL SPECIFICATIONS/SCOPE OF WORK | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>I. Number of Days: Three (3) Days</p> <p>II. Function room and Accommodation Requirements:</p> <p>a. Can Accommodate at Least 85 persons, flexible for group activities and workshops</p> <p>b. Well-lit and well-ventilated</p> <p>c. Availability of Audio-visual equipment with a stand-by assistant:</p> <ul style="list-style-type: none"> i. Use of LCD projector with Screen ii. Use of white board with a whiteboard marker and eraser iii. Complete set of sound system iv. At least four (4) extension cords v. At least two (2) wireless microphones with one (1) microphone stand, and vi. Lectern <p>d. Unlimited free access to the internet/ Wi-Fi in all areas of the venue</p> <p>e. Use of Venue for at least 10 hours</p> <p>f. Function room set-up: Classroom type</p> <p>g. Two-(2) tables for the secretariat (registration)</p> <p>h. Mints, paper, and pencil</p> <p>i. Type of accommodation</p> <ul style="list-style-type: none"> o Five (5) Single-bed room o Twenty (20) Quad sharing room | <p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p> | | | | | | | | | | | | | | | | | | | | | | | | |
| <p>Meals Requirements:</p> <table border="1" data-bbox="230 1499 1003 1860"> <thead> <tr> <th>MEALS</th> <th>Day 1 – Oct 19</th> <th>Day 2 – Oct 20</th> <th>Day 3 – Oct 21</th> </tr> </thead> <tbody> <tr> <td>Breakfast</td> <td></td> <td>✓</td> <td>✓</td> </tr> <tr> <td>AM Snacks</td> <td>✓</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>Buffet Lunch</td> <td>✓</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>PM Snacks</td> <td>✓</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>Buffet Dinner</td> <td>✓</td> <td>✓</td> <td></td> </tr> </tbody> </table> <ul style="list-style-type: none"> o AM Snack – Choice of hot coffee or hot chocolate and sandwich o Buffet Lunch – 3 main dishes (fish; choice of meat: chicken, pork, or beef), vegetables, soup, dessert, rice, and cold drinks o PM Snack – sandwich or pasta with cold drinks o Free-flowing coffee and/or tea | MEALS | Day 1 – Oct 19 | Day 2 – Oct 20 | Day 3 – Oct 21 | Breakfast | | ✓ | ✓ | AM Snacks | ✓ | ✓ | ✓ | Buffet Lunch | ✓ | ✓ | ✓ | PM Snacks | ✓ | ✓ | ✓ | Buffet Dinner | ✓ | ✓ | | <p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p> |
| MEALS | Day 1 – Oct 19 | Day 2 – Oct 20 | Day 3 – Oct 21 | | | | | | | | | | | | | | | | | | | | | | |
| Breakfast | | ✓ | ✓ | | | | | | | | | | | | | | | | | | | | | | |
| AM Snacks | ✓ | ✓ | ✓ | | | | | | | | | | | | | | | | | | | | | | |
| Buffet Lunch | ✓ | ✓ | ✓ | | | | | | | | | | | | | | | | | | | | | | |
| PM Snacks | ✓ | ✓ | ✓ | | | | | | | | | | | | | | | | | | | | | | |
| Buffet Dinner | ✓ | ✓ | | | | | | | | | | | | | | | | | | | | | | | |
| <p>Other Requirements:</p> <ul style="list-style-type: none"> o Maintenance of cleanliness of the function hall, restrooms, hallway, coffee/tea area and dining area o With appropriate parking area – with at least 10 complementary slots | <p>Comply</p> <p>Comply</p> | | | | | | | | | | | | | | | | | | | | | | | | |

| | |
|--|--|
| <ul style="list-style-type: none"> o Dates can be rebooked in case of emergency/unforeseen circumstance o Compliant with Equal Employment Opportunity Policy <ul style="list-style-type: none"> i. Easy access to the comfort room ii. With ramp iii. First aid kits are available when needed o With a passing rating of at least 92% in the Market Analysis | <p style="text-align: center;">Comply</p> <p style="text-align: center;">Comply</p> <p style="text-align: center;">Comply</p> |
| FINANCIAL PROPOSAL | |
| Name of Project | Grand Total Cost for the Lease of Venue |
| <p style="text-align: center;">Lease of Venue for the ISO-Quality Management Systems for CHD, POD, BPLD and OGS – City Administrator’s Office</p> | <p style="text-align: center;">Php <u>763,392.00</u></p> <p style="text-align: center;">(Amount in Figures)</p> <p style="text-align: center;"><u>Seven hundred sixty three thousand three hundred ninety two pesos</u></p> <hr style="width: 50%; margin: auto;"/> <p style="text-align: center;">(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.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:
MA. AMILYN BARRERA
Signature over printed Name

SALES EXECUTIVE
Position

Duly authorized to sign quotation/offer for and on behalf
of LORELAND FARM RESORT (Please indicate name of company)



TERMS OF REFERENCE

Activity Title : ISO – Quality Management Systems for CHD, POD, BPLD and OGS

Target Date: October 19 to 21, 2023

- I. Number of Days: THREE (3) DAYS
- II. Function room and Accommodation requirements:
 - a. Can accommodate at least 85 persons, flexible for group activities and workshops.
 - b. Well-lit and well-ventilated
 - c. Availability of audio-visual equipment with a stand-by assistant:
 - i. Use of LCD Projector with Screen
 - ii. Use of white Board with a whiteboard marker and eraser
 - iii. Complete set of sound system
 - iv. At least four (4) extension cord
 - v. At least two (2) wireless microphones with one (1) microphone stand, and
 - vi. Lectern
 - d. Unlimited free access to the internet /Wi-Fi in all areas of the venue
 - e. Use of venue for at least 10 hours
 - f. Function room set-up: classroom Type
 - g. Two-(2) tables for the secretariat (registration)
 - h. Mints, paper, and pencil
 - i. Type of Accommodation
 - Five (5) Single-bed Room
 - Twenty (20) Quad Sharing Room

III. Meal Requirements:

| Meals | Day 1- Oct 19 | Day 2- Oct 20 | Day 3- Oct 21 |
|---------------|---------------|---------------|---------------|
| Breakfast | / | / | / |
| AM Snacks | / | / | / |
| Buffet Lunch | / | / | / |
| PM Snacks | / | / | / |
| Buffet Dinner | / | / | / |





- a. AM Snack – choice of hot coffee or hot chocolate and sandwich
- b. Buffet Lunch – 3 main dishes (fish; choice of meat: chicken, pork, or beef), vegetables, soup, dessert, rice, and cold drinks
- c. PM Snack – sandwich or pasta with cold drinks
- d. Free-flowing coffee and/or tea

IV. Other Requirements:

- a. Maintenance of cleanliness of the function hall, restrooms, hallway, coffee/tea area, and dining area
- b. With appropriate parking area – with at least 10 complementary slots
- c. Dates can be rebooked in case of emergency/unforeseen circumstances
- d. Compliant with Equal Employment Opportunity Policy
 - i. Easy access to the comfort room
 - ii. With ramp
 - iii. First aid kits are available when needed
- e. With a passing rating of at least 92%¹⁴ in the Market Analysis

Prepared by:

Asuncion
CAROLINE P. ASUNCION
Procurement Officer
Office of the City Administrator

Noted by:

Diego Luis S. Santiago
ATTY. DIEGO LUIS S. SANTIAGO
Assistant City Administrator

Approved by:

Jeronimo U. Manzanero
ATTY. JERONIMO U. MANZANERO
City Administrator