

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 -

ESTANCIA DE LORENZO, 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 31 Old #26 Aquarius St. Bancor, Gulod Malaya, San Mateo Rizal, herein represented by **RACHEL ANN BERNALES**, 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. **100-23-07-1659** for the **Lease of Venue for the HRDO Year-End Assessment 2023 - Human Resource Development Office** from 05 December 2023 to 07 December 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 11 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 Estancia De Lorenzo, 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 Seven Thousand Five Hundred Pesos (Php 367,500.00)**;

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 05 December 2023 to 07 December 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 **ESTANCIA DE LORENZO, 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 Seven Thousand Five Hundred Pesos (Php 367,500.00)**.

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 16 Oct 2023 day of _____, 2023 at **Pasig City**.

CITY OF PASIG

ESTANCIA DE LORENZO, INC.

By:

By:


VICTOR MA REGIS N. SOTTO
City Mayor


RACHEL ANN BERNALES
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
100-2023-07-0694-1032

Funds Available:

Recommending Approval:


MS. MARITA A. CALAJE
City Treasurer


ELVIRA R. FLORES
City Gov't Dept. Head II (HRDO)

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:

OCT 16 2023

Name	Government ID	Issue and Expiry Date
RACHEL ANN BERNALES	national ID 2714-8945-0759-7328	Quezon City July 27, 2027

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. 251
Page No. 57
Book No. X
Series of 2023


ATTY. GERARDO 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

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of **OCT 26 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. 502
Page No. 107
Book No. XI
Series of 2023


ATTY. GERARDO 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)
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CERTIFICATE OF CORPORATE SECRETARY

I hereby certify that I am the Secretary of Estancia De Lorenzo, Inc., a corporation duly organized and existing under the laws of the State of the Philippines, and that the following is a true copy of a Resolution unanimously adopted by the Board of Directors of said corporation at a special meeting held on the 25 day of September, 2023, at which a quorum was present, to-wit:

BE IT HEREBY RESOLVED that RACHEL ANN BERNALES is hereby authorized to transact and directed to execute on behalf of the corporation any and all instruments, documents and papers necessary and proper to carry out all activities.

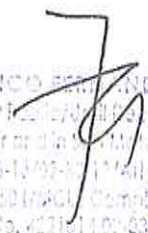
And, I further certify that the foregoing Resolution is still in full force and effect; that the same has not been rescinded, nor has it been amended or modified in any way.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said corporation on this the 10 day of OCT, 2023.


ANNA KATRINA L. CASAJEROS
Corp. Secretary

SAN MATEO, RIZAL
SUBSCRIBED AND SWORN TO BEFORE
ME THIS 10 DAY OF OCT 2023

BOOK NO. 333
PAGE NO. 68
SERIAL NO. CLXXIV
BOOKS OF 2023


ATTY. FRANCO FERNANDEZ DE GUZMAN
Notary Public until December 30, 2024
For and in the City of San Mateo, Rizal
Notarial File No.: 005-10-00-00 / Notary's Roll No. 30374-05-13-00
TIN No. 103-107-00-00000 / Compliance No. VI-0021369
PS No. 423101100-03-2023 O.G.
JBP No. 316606 03-05-2023 / OADR 03-05-2024 Pasig City
No. 1 Hilario St., Sta. Ana, San Mateo, Rizal



REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION


Date	09 October 2023
Project Title	Lease of Venue for the HRDO Year-End Assessment 2023 – Human Resource Development Office
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
Request for Quotation (RFQ) No.	100-23-07-1659
Approved Budget for the Contract	Three Hundred Eighty Eight Thousand Five Hundred Pesos (Php 388,500.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than <u>11 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>11 October 2023, 2:00 PM</u> , 7 th Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall commence from <u>05 December 2023 to 07 December 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 HRDO Year-End Assessment 2023 – Human Resource Development Office under PR No. 100-23-07-1659																									
TECHNICAL SPECIFICATIONS/SCOPE OF WORK																									
Number of days: 3 days 2 nights Desired venue and/or function: Outside Metro Manila – Rizal Area Number of Pax: 35 Pax	- Comply																								
Board and Lodging (Full Board) <ul style="list-style-type: none"> Y Eighteen (18) Double-Sharing Room Y Complementary packed breakfast Y Sanitized beddings, rooms and restrooms <ul style="list-style-type: none"> o Arrival: 8:00am (December 5, 2023) o Check-out time: 5:00 pm (December 7, 2023) 	- JICA type with rooms and single beds - standard check-in 2pm-12nn																								
Function Room Requirements <ul style="list-style-type: none"> o Can accommodate 35 pax, flexible for group activities/workshop o Well lighted and well ventilated o Availability of audio-visual equipment with stand-by assistant: Y Use of LCD projector and wide screen Y Use of whiteboard with whiteboard pen & eraser Y Complete Set of sound system Y At least Two (2) extension cords Y At least Two (2) wireless microphones with one (1) microphone stand, and Y Lectern o Unlimited free access to internet / WIFI in all areas of venue o Use of venue for at least 10 hours o Function room set-up: Classroom type o Two (2) table for the Secretariat (Registration Area) o Mints, paper and pencil 	- Comply																								
Meals Requirements: First Meal: 05 December 2023, Breakfast Last Meal: 07 December 2023, Dinner <table border="1" data-bbox="363 1688 922 1991" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th>MEALS</th> <th>Day 1</th> <th>Day 2</th> <th>Day 3</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>Lunch</td> <td>✓</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>PM Snacks</td> <td>✓</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>Dinner</td> <td>✓</td> <td>✓</td> <td>✓</td> </tr> </tbody> </table>	MEALS	Day 1	Day 2	Day 3	Breakfast	✓			AM Snacks	✓	✓	✓	Lunch	✓	✓	✓	PM Snacks	✓	✓	✓	Dinner	✓	✓	✓	- Comply
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<ul style="list-style-type: none"> o For breakfast: 2 main dish, rice, bread, choice of hot tea/ chocolate or coffee o For lunch and dinner, 3 main dish (fish, choice of meat, chicken, pork or beef and vegetables), soup, rice, dessert, drinks o AM and PM Snacks: sandwich or pasta; with drinks o Free flowing coffee and/or tea 	<p>comple ✓</p>
<p>Other Requirements:</p> <ul style="list-style-type: none"> o Maintaining cleanliness function hall, restrooms, sleeping quarters, hallway, coffee/tea area and dining area o Provision for backdrop for the activity o With appropriate parking area for at least 10 vehicles o With 24-hour security, front-desk and housekeeping services o Dates can be re-booked in case of emergency/unforeseen circumstances o Function room and accommodation rooms should be on the same building o Must be Person With Disabilities (PWD's) –friendly: <ul style="list-style-type: none"> o Easy access of comfort room o With ramp o First aid kits available when needed 	<p>comple ✓</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 the HRDO Year-End Assessment 2023 – Human Resource Development Office</p>	<p>Php <u>367,500.00</u></p> <p>(Amount in Figures)</p> <p><u>THREE HUNDRED SIXTY SEVEN THOUSAND,</u> <u>FIVE HUNDRED PESOS ONLY</u></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:

- 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.



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

Conformed: 
Rachel Ann Beindler Account executive
Signature over printed Name Position

Duly authorized to sign quotation/offer for and on behalf
of Estancia de Lorenzo, Inc. (Please indicate name of company)

TERMS OF REFERENCE

Technical Specifications

<i>Activity Title</i>	HRDO YEAR-END ASSESSMENT 2023
-----------------------	-------------------------------

DATE OF ACTIVITY	Estimated Number of Paxs	Number of Days
December 5, 6 & 7, 2023	35	3 days – Food & use of venue
December 5, 6 & 7, 2023	18 rooms	2 nights - Accommodation

and accommodation with rooms (single bed)

- I. *Number of Days:* 3 days 2 nights
- II. *Desired Venue and/or Function:* outside Metro Manila – Rizal Area
- III. *Type of Accommodation:*

- o Board and Lodging (Full Board)
 - > Eighteen (18) Double-Sharing Room
 - > *Complimentary packed breakfast
 - > Sanitized Beddings, Rooms and Restrooms

- o Arrival : 8:00 am (December 5, 2023)
- o Check-out time : 5:00 pm (December 7, 2023)

o Can accommodate 35 paxs, flexible for group activities/workshops	-
o Well-lighted and well-ventilated	-
o Availability of audio-visual equipment with stand-by assistant: <ul style="list-style-type: none"> o Use of LCD projector with screen o Use of whiteboard with whiteboard pen & eraser o Complete set of sound system o At least two (2) extension cords o At least two (2) wireless microphones with one (1) microphone stand, and o Lectern 	-
o Unlimited free access to internet / WIFI in all areas of venue	-
o Use of venue for atleast 10 hours	-
o Function room set-up: Classroom type	-
o Two (2) tables for the Secretariat (Registration Area)	-
o Mints, paper and pencil	-

Benales

Meals Requirements:

- o First Meal: December 5, 2023 - Breakfast -
- o Last Meal: December 7, 2023 - Dinner -


MEALS	Day 1	Day 2	Day 3
Breakfast	✓		
AM Snacks	✓	✓	✓
Lunch	✓	✓	✓
PM Snacks	✓	✓	✓
Dinner	✓	✓	✓

- o For breakfast: 2 main dish, rice, bread, choice of hot tea/chocolate or coffee
- o For lunch and dinner: 3 main dish (fish; choice of meat: chicken, pork or beef; and vegetables), soup, rice, dessert, drinks
- o AM and PM Snacks: sandwich or pasta; with drinks
- o Free flowing coffee and/or tea

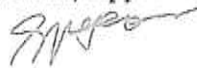
Other Requirement/s:

- o Maintaining cleanliness-function hall, restrooms, sleeping quarters, hallway, coffee/tea area, and dining area
- o Provision for backdrop for the activity
- o With appropriate parking area for at least 10 vehicles -
- o With 24-hour security, front-desk and housekeeping services. -
- o Dates can be re-booked in case of emergency/unforeseen circumstances. -
- o Function room and Accommodation rooms should be on the same building
- o Must be Persons with Disabilities (PWDs) - friendly:
 - Easy access of comfort room
 - With ramp
 - First Aid Kits available when needed

Prepared By:


 Princess L. Tomas, Rpm
 HRMO IV - L & D Division

Reviewed/ Approved By:


 ELVIRA R. FLORES, MNSA, CESE
 City Human Resource Development Officer

