

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 -

ALTA RIOS RESORTS 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 Brgy. Lumangpong Halaylay, Indang, Cavite, herein represented by **MA. CAMILLE B. MEÑEBA**, 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. **100-23-07-1969** for the **Lease of Venue for the GAD Training and Seminar – Peace and Order Department/Public Safety Division** 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 13 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 Alta Rios Resorts 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 **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 (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 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 the **ALTA RIOS RESORTS INC.**, within Forty Five (45) days from the receipt of 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 17 OCT 2023 day of _____, 2023 at Pasig City.

CITY OF PASIG

ALTA RIOS RESORTS INC.

By:

By:


VICTOR MA REGIS N. SOTTO,
City Mayor


MA. CAMILLE B. MEÑEBA
Authorized Representative

WITNESSES:

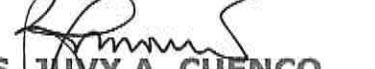
(Printed Name and Signature)

(Printed Name and Signature)

Funds Appropriated:

Funds Obligated: .


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


MS. JUVY A. CUENCO
City Accountant
106/2023-09-0378-1013

Funds Available:

Recommending Approval:


MS. MARITA A. CALAJE
City Treasurer


RODRIGO M. DE DIOS
City Gov't 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 17 2023, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
MA. CAMILLE B. MEÑEBA	SSS- UMID	N/A

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. 314
Page No. 04
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
 IBP NO. 243415
 PTR No. 9003628
 APPOINTMENT NO. 278(2023-2024)
 MCLE EXEMPTION NO. VII-REP-002249
 TIN NO. 288-918-745

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. 522
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
 IBP NO. 243415
 PTR No. 9003628
 APPOINTMENT NO. 278(2023-2024)
 MCLE EXEMPTION NO. VII-REP-002249
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REPUBLIC OF THE PHILIPPINES)
PROVINCE OF CAVITE)S.S.
TRECE MARTIRES CITY

ANNEX "A"

SECRETARY CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

I, **CLARISSA R. KATIGBAK**, Corporate Secretary of **ALTA RIOS RESORTS, INC.** (the "Corporation") a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office at Brgy. Lumampong, Halayhay, Indang, Cavite, after having been duly sworn in accordance with law, hereby disposed and state that:

At the special meeting of the board of Directors of the said corporation held on October 2, 2023 at its principal office address, during which a quorum was present and acting throughout, the following resolutions were, upon motion duly made and seconded, unanimously approved and adopted to wit:

RESOLVED, AS IT IS HEREBY RESOLVED, that, **Ms. Ma. Camille B. Meñeba** be authorized and designate as the representative of the Corporation, to sign, execute and deliver the documents in connection of the company's additional authorized signatories of **Alta Rios Resorts, Inc.**, with address at Brgy. Lumampong Halayhay, Indang, Cavite

RESOLVED, FURTHER, that the company hereby ratifies and confirms all the above named may lawfully do or cause to be done by virtue of this authority given her.


RESOLVED FINALLY, that the foregoing Resolutions shall remain valid and subsisting unless otherwise revoked or amended in writing by the Corporation and duly served upon **ALTA RIOS RESORTS, INC.**

IN WITNESS WHEREOF, this certification has been signed this OCT 11 2023 day of _____ 2023


CLARISSA R. KATIGBAK
Corporate Secretary

SUBSCRIBED AND SWORN to before me this OCT 11 2023 day of _____, 2023 at TRECE MARTIRES CITY, the affiant exhibiting to me her TIN No.

Doc. No. 19
Page No. 04
Book No. 13
Series of 2023.


ATTY. CEMILIN SUSA
NOTARY PUBLIC
UNTIL DECEMBER 31, 2024
PTR No. CAN 0740514 - 06/03/18
I.P. No. 217006 - 04/03, 12
REG. No. 10117
Bar No. 10117



PASIG

PROCUREMENT MANAGEMENT OFFICE
REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	10 October 2023
Project Title	Lease of Venue for the GAD Training and Seminar – Peace and Order Department/Public Safety Division
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
Request for Quotation (RFQ) No.	100-23-07-1969
Approved Budget for the Contract	One Million Three Hundred Thousand Pesos (Php 1,300,000.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than <u>13 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>13 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>
<u>NOTES</u>	<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
 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 GAD Training and Seminar – Peace and Order Department/Public Safety Division under PR No. 100-23-07-1969	
TECHNICAL SPECIFICATIONS/SCOPE OF WORK	
Seminar for three (3) days and Two (2) nights Food, Room Accommodation	Php 4,800.00/Head
Board and Lodging and Function Room <ul style="list-style-type: none"> ➤ 6 rooms for VIP SPEAKER – Single occupancy ➤ 61 Rooms (Quadruple Sharing) ➤ Function room with projector, microphone, etc. <ul style="list-style-type: none"> ○ From 8:00 am to 5:00 pm ➤ Pads, pencils and mints ➤ Unlimited flowing coffee ➤ With free WIFI connection 	"Comply"
Meals Requirements: <ul style="list-style-type: none"> ○ (with bottled water) ○ Day 1 <ul style="list-style-type: none"> ○ AM plated snack ○ Lunch ○ PM plated snack ○ Dinner (buffet) ○ Day 2 <ul style="list-style-type: none"> ○ Breakfast ○ AM plated snack ○ Lunch ○ PM plated snack ○ Dinner (buffet) ○ Day 3 <ul style="list-style-type: none"> ○ Breakfast ○ AM plated snack ○ Lunch ○ PM plated snack Other inclusions: <ul style="list-style-type: none"> - Obstacle course - Use of other amenities of the place such as pool, zip line, horseback riding, etc. 	"Comply"
FINANCIAL PROPOSAL	
Name of Project	Grand Total Cost for the Lease of Venue
Lease of Venue for the GAD Training and Seminar – Peace and Order Department/Public Safety Division	Php <u>1,200,000.00</u> (Amount in Figures) <hr style="width: 30%; margin: 10px auto;"/>

	<u>ONE MILLION TWO HUNDRED THOUSAND PEGOS</u> (Amount in words of Grand Total Cost)
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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:

- 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.gppis.gov.ph/assets/igms/Omnibus%20Sworn%20Statement\(Revised\).docx](https://www.gppis.gov.ph/assets/igms/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: 
Ma. Camille B. Mencha Sales and Marketing Officer
 Signature over printed Name Position

Duly authorized to sign quotation/offer for and on behalf
 of ALTA RUDS RECORDS INC. (Please indicate name of company)



POSD

Department of Public Safety and Order
Public Safety Division

ANNEX "B"

Terms of Reference :

Job Title : GAD TRAINING AND SEMINAR
 Purpose : VIOLENCE AGAINST WOMEN AND THEIR CHILDREN (VAWC)
 Dept./ Division : Peace and Order Department/ Public Safety Division

- Seminar for three (3) days and two (2) nights
- October 19,20,21, 2023
- Food, Rooms accommodation
- Function Room with Projector and 2 wireless microphones

Item No.:	Qty.	Unit of Issue	Item Description	Estimated Unit Cost	Estimated Cost
1.	250	Pax	<ul style="list-style-type: none"> • 6 Rooms for VIP SPEAKER- Single occupancy • 61 Rooms (Quadruple Sharing) • Function Room with Projector, Microphone, etc. (From 8am to 5pm) • Peds, pencils and mints • Unlimited flowing Coffee • With Free WIFI Connection • FOOD (w/ bottled water) Day 1 <ul style="list-style-type: none"> - All-in plated snack / lunch/PMI plated snack and Dinner (buffet) Day 2 <ul style="list-style-type: none"> - Breakfast/ All-in plated snack/ Lunch/ PMI plated snack and Dinner (Buffet) DAY 3 <ul style="list-style-type: none"> - Breakfast/ All-in plated snack/ Lunch and PMI plated snack 	5,200.00	1,300,000.00
Grand Total:					1,300,000.00

Prepared by

CRISELDA O. CUSTODIO
Procurement Officer
POD-PSD

Noted by

DANILO O. BANTILAN
OIC-PSD

