

## 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., Bancom, Gulod Malaya, San Mateo, herein represented by **KRISTEL LOI B. CARTA II**, 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. **100-23-08-1832** for the **Lease of Venue for the Conduct of Summer Camp and Educational Tour for Children at Risk and Children in Need of Special Protection Sheltered at Kanlungan sa Pasig for Pasig City Social Service & Welfare Department** on October 28, 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 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 **Seventy-Nine Thousand Nine Hundred Fifty Pesos (Php 79,950.00)**;

**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 28 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 **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 **Seventy-Nine Thousand Nine Hundred Fifty Pesos (Php 79,950.00)**.

### **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**

**ESTANCIA DE LORENZO INC.**

By:

By:



  
**VICTOR MA REGIS N. SOTTO**  
City Mayor

**KRISTEL LOI B. CARTA II**  
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  
100-2023-08-0274-7611

Funds Available:

Recommending Approval:

  
**MS. MARITA A. CALAJE**  
City Treasurer

  
**MA. TERESA O. BRIONES**  
City Gov't. Dept. Head II- PCSSWD



**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
KRISTEL LOI B. CARTA II	UMID CRN-011-4960191-6	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. 318  
Page No. 65  
Book No. X  
Series of 2023

ATTY. GERALD P. RUBIO  
Notary Public, Pasig City, San Juan and Pateros  
Until December 31, 2024  
RC 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 24 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. 283  
Page No. 58  
Book No. XI  
Series of 2023

ATTY. GERALD P. RUBIO  
Notary Public, Pasig City, San Juan and Pateros  
Until December 31, 2024  
RC 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"

**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 KRISTEL LOI CARTA II 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.

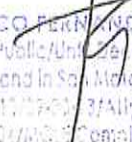
IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said corporation on this the 10 OCT 2023 day of \_\_\_\_\_, 20\_\_\_\_\_.

  
ANNA KATRINA L. CASAJEROS  
Corp. Secretary

SAN MATEO, RIZAL

SUBSCRIBED AND SWORN TO before  
me this 10 day of OCT 2023

334  
68  
C.M.M.

  
ATTY. FRANCO BERNABEZ DE GUZMAN  
Notary Public/Until December 30, 2024  
Resident in San Mateo, Rizal  
Notarial File No.: 000-17-23-0003 / Atty's Roll No. 30674-05-13-80  
TIN No. 100-957-5047 / AIC Compliance No. VII-0021366





PASIG

Annex "B"

PROCUREMENT MANAGEMENT OFFICE

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	05 October 2023
Project Title	Lease of Venue for the Conduct of Summer Camp and Educational Tour for Children at Risk and Children In Need of Special Protection Sheltered at Kanlungan sa Pasig – Pasig City Social Service & Welfare Department
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
Request for Quotation (RFQ) No.	100-23-08-1832
Approved Budget for the Contract	Ninety Six Thousand Pesos and 45/100 (Php 96,000.45)
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>4<sup>th</sup> 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	11 October 2023, 2:00 PM, 7 <sup>th</sup> Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall commence on October 28, 2023.
NOTES	<ol style="list-style-type: none"> <li>Lessor shall submit their offer/quotation through their duly authorized representatives</li> <li>Quotations submitted exceeding the Approved Budget for the Contract (ABC) shall be rejected.</li> <li>The prices quoted are to be paid in Philippine Currency.</li> <li>All prices quoted are subject to all Philippine Tax Statutes.</li> <li>Award of contract shall be made to the lowest quotation which complies with the technical specifications and other terms and conditions stated herein.</li> <li>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.</li> <li>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.</li> </ol>

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



*Reardon 10/11*

Description of Service Requirement	Offered Technical Proposal Please fill in with either: "Comply" or "Not Comply"								
<b>Lease of Venue for the Conduct of Summer Camp and Educational Tour for Children at Risk and Children in Need of Special Protection Sheltered at Kanlungan sa Pasig – Pasig City Social Service &amp; Welfare Department under PR No. 100-23-08-1832</b>									
<b>TECHNICAL SPECIFICATIONS/SCOPE OF WORK</b>									
I. Number of Days: One (1) day (8:00am- 5:00pm) II. Function Room/ Hall Requirements: <ul style="list-style-type: none"> <li>o Can accommodate at least 65 pax, flexible for group activities/ workshops</li> <li>o Availability of audio-visual equipment with a stand by assistant:               <ul style="list-style-type: none"> <li>o Use of LCD projector with screen</li> <li>o Complete set of sound system</li> <li>o At least four (4) extension cords</li> <li>o At least two (2) wireless microphones</li> </ul> </li> </ul>	Comply								
III. Meal Requirements: <table border="1" data-bbox="394 1091 1036 1231" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>Meals</th> <th>Days 1 October 28, 2023</th> </tr> </thead> <tbody> <tr> <td>AM Snacks</td> <td style="text-align: center;">✓</td> </tr> <tr> <td>Buffet Lunch</td> <td style="text-align: center;">✓</td> </tr> <tr> <td>PM Snacks</td> <td style="text-align: center;">✓</td> </tr> </tbody> </table>	Meals	Days 1 October 28, 2023	AM Snacks	✓	Buffet Lunch	✓	PM Snacks	✓	Comply
Meals	Days 1 October 28, 2023								
AM Snacks	✓								
Buffet Lunch	✓								
PM Snacks	✓								
IV. Other Requirements: <ul style="list-style-type: none"> <li>o With appropriate parking area- 2 slots</li> <li>o Dates can be rebooked in case of emergency/ unforeseen circumstances</li> <li>o Compliant with Equal Employment Opportunity Policy (EEO)</li> <li>o Easy access to the comfort room</li> <li>o With ramp</li> <li>o First aid kits available when needed</li> <li>o With a passing rating of at least 85 % in Market Analysis</li> </ul>	Comply								
<b>FINANCIAL PROPOSAL</b>									
<b>Name of Project</b>	<b>Grand Total Cost for the Lease of Venue</b>								
Lease of Venue for the Conduct of Summer Camp and Educational Tour for Children at Risk and Children in Need of Special Protection sheltered at Kanlungan sa Pasig – Pasig City Social Service & Welfare Department under PR No. 100-23-08-1832	<div style="text-align: center;"> <p>PHP <del>87,750</del> 79,950 <i>Revised 10/11/23</i></p> <p>(Amount in Figures)</p> <p><del>Eighty seven thousand seven hundred fifty pesos</del> <i>Seventy nine thousand nine hundred fifty pesos</i></p> <p>(Amount in words of Grand Total Cost)</p> </div>								

*Revised 10/11*

*Revised 10/11/23*

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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:

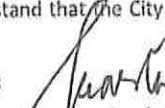
- Latest Income Tax Return (ITR) - For participants already with an Annual ITR, latest ITR shall refer to the ITR for the preceding Tax Year be it on a calendar or fiscal year. For new establishments which, therefore, have no annual ITR yet, it shall refer to the most recent quarter's ITR.
- Latest Business 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.ppob.gov.ph/asset/forms/Omnibus%20Sworn%20Statement\(Revised\).docx](https://www.ppob.gov.ph/asset/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:   
Kristel B. Carta Account Executive  
Signature over printed Name Position

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



Annex "B"

OFFICE ON SOCIAL WELFARE AND DEVELOPMENT

TERMS OF REFERENCE

Technical Specifications

Activity Title	Summer Camp and Educational Tour for Children at Risk and Children in Need of Special Protection sheltered at Kanlungan sa Pasig
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Date of Activity	Estimated number of pax	Number of days
October 28, 2023 (Venue)	65pax	1 day

- I. Number of Days: One (1) day (8:00am - 5:00pm)
- II. FUNCTION ROOM/HALL REQUIREMENTS:
  - o Can accommodate at least 65 pax, flexible for group activities/workshops
  - o Availability of audio-visual equipment with a stand-by assistant:
    - o Use of LCD projector with screen
    - o Complete set of sound system
    - o At least four (4) extension cords
    - o At least two (2) wireless microphones

III. MEAL REQUIREMENTS

MEALS	DAY 1 October 28, 2023
AM Snacks	✓
Buffet Lunch	✓
PM Snacks	✓

- IV. OTHER REQUIREMENTS
  - o With appropriate parking area - 2 slots
  - o Dates can be rebooked in case of emergency/unforeseen circumstances
  - o Compliant with Equal Employment Opportunity Policy (EEO)
    - o Easy access to the comfort room
    - o With ramp
    - o First aid kits available when needed
  - o With a passing rating of at least 85% in Market Analysis



*[Handwritten signature]*




OFFICE ON SOCIAL WELFARE AND DEVELOPMENT

Prepared by:

  
JESCELLE T. OMADTO  
Admin Aide III

Noted by:

  
MA. TERESA O. BRIOMES, RSW, MSSW  
City Gov'l. Dept. Head II

  
MARIA SOCORRO PAJE JALMASCO  
SWC-IV - License No. 0013568  
OFFICE ON SOCIAL WELFARE & DEVELOPMENT  
City Government of Pasig

*Keardi*