

## 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 -

**BGISIS DEVELOPMENT CORPORATION (LUXENT HOTEL)**, a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office 51, Timog Avenue, South Triangle, Quezon City, herein represented by **JOSEPH VALENZUELA**, 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. 100-23-08-2139 for the **Lease of Venue for the Conduct of School Governance Council Workshop on Transparency, Participation, and Accountability - City Mayor's Office** from October 27, 2023 to October 29, 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 25 October 2023, the **LESSEE**, through its BAC, conducted a 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 **BGISIS DEVELOPMENT CORPORATION (LUXENT HOTEL)**;

**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 **Nine Hundred Seventy-Four Thousand Two Hundred Pesos (Php 974,200.00)**;

**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 October 27, 2023 to October 29, 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 **BGISIS DEVELOPMENT CORPORATION (LUXENT HOTEL)** 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 **Nine Hundred Seventy-Four Thousand Two Hundred Pesos (Php 974,200.00)**.

### **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 26 OCT 2023 day of \_\_\_\_\_, 2023 at **Pasig City**.

**CITY OF PASIG**

**BGISIS DEVELOPMENT CORPORATION  
(LUXENT HOTEL)**

By:

By:

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

  
**JOSEPH VALENZUELA**  
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  
100-2023-09-1245-1011

Funds Available:

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

Recommending Approval:

  
**RECHIE J. TUGAWIN**  
Executive Assistant V



**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 26 2023, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
<b>JOSEPH VALENZUELA</b>	National ID 2138-4994-85314089	NONE


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. 456  
Page No. 93  
Book No. XI  
Series of 2023

ATTY. GERARD 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. 457  
Page No. 93  
Book No. XI  
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REPUBLIC OF THE PHILIPPINES) S.S.  
QUEZON CITY)

Annex "A"

**SECRETARY'S CERTIFICATE**

I, **Wesley Van Siy**, of legal age, Filipino and a resident of 48B1 1322 Roxas Blvd., Malate, Manila, after having been sworn to in accordance with law, hereby depose and state that:

I am the duly elected Corporate Secretary of **BGISIS Development Corporation** doing business under the name and style of **LUXENT HOTEL**, a corporation duly organized and existing and under the laws of the Republic of the Philippines with principal address at **51 Timog Avenue, Quezon City**;

At a meeting held in **LUXENT HOTEL**, at which meeting a quorum was present, and acting throughout, the following resolutions were unanimously approved and adopted:

RESOLVED, that the Corporation hereby authorizes **JOSEPH VALENZUELA**, Account Manager as its duly appointed representative to do, execute and perform any and all acts necessary to participate, submit the bid and to sign and execute the ensuing contract for Hotel Room and Food with venue requirement of the City Government of Pasig

RESOLVED, FINALLY, that this Secretary Certificate is effective from **October 25, 2023** and will automatically expire on **December 31, 2023**.

The foregoing resolutions are still effective unless otherwise revoked by the Board of Members of the Corporation.

IN WITNESS WHEREOF, I have hereunto signed this Certificate this 25<sup>TH</sup> day of October 2023 in Quezon City, Philippines.

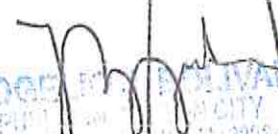
  
WESLEY VAN SIY

Corporate Secretary

SUBSCRIBED AND SWORN TO before me this 23<sup>rd</sup> day of August 2023 in Quezon City, affiant exhibiting to me her/his Tax Identification Number (TIN) 202-222-241.

Witness my hand and notarial seal:

DOC. NO. 107  
PAGE NO. 82  
BOOK NO. LXXI  
SERIES OF WV

  
ATTY. ROGE M. DELIVAR  
NOTARY PUBLIC  
Commission No. 16001 (2023-2024)  
IBP O.R. No. 16001 (2023-2024) / IBP O.R. No. 160016 2024  
PTR O.R. No. 3016000 (2023-2024) / PTR O.R. No. 3016000 2024  
MCLE No. 7 & 6 (2023-2024) / MCLE No. 7 & 6 (2023-2024)  
Address: 24-F Harvard St., Cubao, Q.C.



**PASIG**  
CITY GOVERNMENT

**PROCUREMENT MANAGEMENT OFFICE**

Annex "B"

**REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION**

<b>Date</b>	23 October 2023
<b>Project Title</b>	Lease of Venue for the Conduct of School Governance Council Workshop on Transparency, Participation, and Accountability – City Mayor's Office
<b>Mode of Procurement</b>	Negotiated Procurement (Lease of Real Property or Venue)
<b>Request for Quotation (RFQ) No.</b>	100-23-08-2139
<b>Approved Budget for the Contract</b>	Nine Hundred Eighty-Four Thousand Pesos (Php 984,000.00)
<b>Deadline and Place for the Submission of Quotation</b>	Please submit the accomplished Quotation and required documents not later than <u>25 October 2023, 1:45 PM</u> at the Bids and Awards Committee (BAC) through the <i>Procurement Management Office (BAC Secretariat Office), 4<sup>th</sup> Floor, Pasig City Hall, San Nicolas, Pasig City.</i>  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.
<b>Date, Time and Place of the Negotiation</b>	25 October 2023, 2:00 PM, 7 <sup>th</sup> Floor, Meeting Room, Pasig City Hall
<b>TERMS</b>	The lease contract shall commence from <b>October 27, 2023 to October 29, 2023.</b>
<b>NOTES</b>	<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](mailto:bidsandawards@pasigcity.gov.ph)

Thank you.

SGD  
**ATTY. PONCE MIGUEL D. LOPEZ**  
 Officer in Charge, Procurement Management Office



Carancho Avenue, Barangay San Nicolas, Pasig City 1600 Metro Manila



Description of Service Requirement	Offered Technical Proposal Please fill in with either: "Comply" or "Not Comply"																								
<b>Lease of Venue for the Conduct of School Governance Council Workshop on Transparency, Participation and Accountability – City Mayor’s Office under PR No. 100-23-08-2139</b>																									
<b>TECHNICAL SPECIFICATIONS/SCOPE OF WORK</b>																									
<p>I. Number of Days: 3 days and 2 nights</p> <p>II. Desired Venue: Any hotel within Metro Manila that can accommodate, Break-out rooms with Buffet meals for 120 pax; with conference rooms</p> <p>III. Type of Accommodation: Deluxe Room with own toilet and bath</p> <p>A. Check in: October 27, 2023, 2:00pm</p> <p>B. Check out: October 29, 2023, 12:00 nn</p> <p>C. 3D/2N Break-out rooms with Buffet meals for 120 pax, well ventilated, air-conditioned Deluxe Rooms, with own toilet and bath, inclusive of breakfast from 27-29 October 2023</p> <p>D. Use of conference room from 7:00 am to 7:00 pm that can comfortably accommodate at least 120 pax; with use of unlimited, stable internet connection; audio-visual equipment (at least three (3) microphones), and at least (2) LCD projectors and screens, and tables and chairs in classroom set-up</p>	<p>Comply</p>																								
<p>IV. Meals Requirements</p> <p>A. First meal: October 27, 2023, Breakfast or AM snacks</p> <p>B. Last meal: October 29, 2023, PM snacks</p> <p>C. Food: AM Snacks, lunch, PM snacks, and dinner served buffet-styled or Plated for 120 pax</p> <p>D. Menu must be approved by the End-User.</p> <p>i. Breakfast: Breakfast or AM Snacks</p> <p>ii. AM and PM snacks: sandwiches, pastries and/or pasta with drinks</p> <p>iii. Lunch and dinner: Buffet consisting of dishes (fish, chicken/pork/beef, vegetables), soup, bread, rice, dessert with drinks</p> <p>E. Free-flowing coffee, tea and water for three (3) days at the conference venue</p> <table border="1" data-bbox="423 1387 951 1669"> <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 style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> </tr> <tr> <td>AM Snacks</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> </tr> <tr> <td>Lunch</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> </tr> <tr> <td>PM Snacks</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> </tr> <tr> <td>Dinner</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> <td></td> </tr> </tbody> </table>	MEALS	Day 1	Day 2	Day 3	Breakfast	✓	✓	✓	AM Snacks	✓	✓	✓	Lunch	✓	✓	✓	PM Snacks	✓	✓	✓	Dinner	✓	✓		<p>Comply</p>
MEALS	Day 1	Day 2	Day 3																						
Breakfast	✓	✓	✓																						
AM Snacks	✓	✓	✓																						
Lunch	✓	✓	✓																						
PM Snacks	✓	✓	✓																						
Dinner	✓	✓																							
<p>Other Requirements:</p> <ul style="list-style-type: none"> <li>o Maintaining cleanliness function hall, restrooms, sleeping quarters, hallway, coffee/tea area and dining area</li> <li>o With sufficient parking for at least 10 vehicles</li> <li>o With 24-hour security, front-desk and housekeeping service</li> </ul>	<p>Comply</p>																								
<b>FINANCIAL PROPOSAL</b>																									
Name of Project	Grand Total Cost for the Lease of Venue																								
Lease of Venue for the Conduct of School Governance Council Workshop on Transparency, Participation and	<p>PHP <u>934,200.00</u></p>																								



Accountability – City Mayor’s Office under PR No. 100-23-08-2139	(Amount in Figures) <u>₱ 974,200.00</u> <u>Nine hundred seventy four</u> <u>thousand two hundred pesos only</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:

- 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.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: Jose Valenzuela Account Manager  
 Signature over printed Name Position

Duly authorized to sign quotation/offer for and on behalf  
 of Current Hotel (Please indicate name of company)



PASIG

OFFICE OF THE CITY MAYOR

Annex"B"

TERMS OF REFERENCE

Lease of Venue for School Governance Council Workshop on Transparency, Participation and Accountability

Activity Title: School Governance Council Workshop on Transparency, Participation and Accountability

Date of Activity	Est Number of Pax	Number of Days	Unit Cost	Budget Estimates
October 27-29 2023	120 pax	3 Days/2 Nights	Php 8,200	Php 984,000.00

- I. Number of Days: 3 days and 2 nights
- II. Desired Venue: Any hotel within Metro Manila that can accommodate, Breakout rooms with Buffet meals for 120 pax; with conference rooms
- III. Type of Accommodation - Deluxe Room with own toilet and bath
  - A. Check in: October 27, 2023, 2:00 p.m
  - B. Check out: October 29, 2023, 12:00 n.n
  - C. 3D/ 2N Breakout rooms with Buffet meals for 120 pax, well- ventilated, air-conditioned Deluxe Rooms, with own toilet and bath, inclusive of breakfast from 27-29 October 2023
  - D. Use of conference room from 7:00 a.m to 7:00 p.m that can comfortably accommodate at least 120 pax; with use of unlimited, stable internet connection; audio visual equipment ( at least three [3] microphones), and at least (2) LCD projectors and screens, and tables and chairs in classroom set-up
- IV. Meal Requirements
  - a. First meal: October 27, 2023 Breakfast or A.m snacks
  - b. Last meal: October 29, 2023 PM Snacks
  - c. Food: AM snacks, lunch, PM snacks, and dinner served buffet-style or Plated for 120 pax





- d. Menu must be approved by the end-user.
  - i. Breakfast: Breakfast or A.m snacks
  - ii. AM and PM snacks: sandwiches, pastries and/or pasta with drinks
  - iii. Lunch and dinner: Buffet consisting of dishes (fish, chicken/pork/beef, vegetables), soup, bread, rice, dessert with drinks
- e. Free-flowing coffee, tea and water for three (3) days at the conference venue

Date	Breakfast	AM Snacks	Lunch	PM Snacks	Dinner
October 27	x	x	x	x	x
October 28	x	x	x	x	x
October 29	x	x	x	x	

V. Other Requirements

- a. Maintain cleanliness of function hall, restrooms, sleeping quarters, hallway, coffee/tea area and dining area
- b. With sufficient parking for at least 10 vehicles
- c. With 24-hour security, front desk and housekeeping service

Prepared by:

Trisha Kaye B. Alava  
Office of the City Mayor

Approved by:

Rechie J. Tugawin  
Executive Assistant V  
Office of the City Mayor

IKR-450 TR00