

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 Pasig City Hall, Caruncho Ave., Barangay San Nicolas, Pasig City, hereinafter referred to as the "LESSEE";


- and -

FERENZO HOLDING & DEVELOPMENT CORP., a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at Shiplside Housing Area, San Francisco La Union herein represented by **JAMAICA H. MOSUELA**, 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.

W I T N E S S E T H :

 **WHEREAS**, the **LESSEE** has a lease requirement for venue under Request for Quotation No. **100-23-10-7813** for the **Lease of Venue for the Staying Up to Date: Refresher Course on Budget Process and R.A No. 9184** from 08 November 2023 to 11 November 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 06 November 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 Aureo La Union;

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 Single Calculated and Responsive Quotation/Proposal in the amount of **Two Million Seven Hundred Fifty-Four Thousand Five Hundred Pesos (Php 2,754,500.00)**;

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 / Terms of Reference 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 08 November 2023 to 11 November 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 **FERENZO HOLDING & DEVELOPMENT CORP.** 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 **Two Million Seven Hundred Fifty Four Thousand Five Hundred Pesos (Php 2,754,500.00)**.

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 08 NOV 2023
day of _____, 2023 at Pasig City.

CITY OF PASIG


**FERENZO HOLDING &
DEVELOPMENT CORP.**

By:

By:


VICTOR MA REGIS N. SOTTO
City Mayor


ROBERT VINCENT JUDE B. JAWORSKI, JR.
City Vice Mayor


JAMAICA H. MOSUELA
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
100-2023-10-0216-1061

Funds Available:

Recommending Approval:


MS. MARITA A. CALAJE
City Treasurer


MARION ROSALIO M. MARTIRES
Sangguniang Panlungsod Member 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 NOV 08 2023, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
JAMAICA H. MOSUELA	TIN ID TIN # 488-568-922	Issued date: 08/12/2016

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. 49
 Page No. 1
 Book No. XIII
 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. 9004029
 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 NOV 08 2023, 2023, personally appeared Robert Vincent Jude B. Jaworski, Jr., 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.

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 Page No. 1
 Book No. XIII
 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. 9004029
 APPOINTMENT NO. 276(2023-2024)
 MCLE EXEMPTION NO. VIII-BEP002249
 TIN NO. 238-919-765

SECRETARY'S CERTIFICATE

KNOWN ALL BY THESE PRESENTS

I, ODETTE A. JAVIER, of legal age, Filipino citizen, with office address at the 2F Floor Lepanto Building, 8747 Pasco de Roxas, Makati City after having been duly sworn in accordance with law, hereby depose and say that:

I am the Corporate Secretary of FERENZO HOLDINGS & DEVELOPMENT CORP. a corporation duly organized and existing under and by virtue of the laws of the Philippines, with office address at the 17th Floor Lepanto Building, 8747 Pasco de Roxas, Makati City, ("the Corporation);


During the special meeting of the Board of Directors of the said Corporation held on August 15 2023, at which meeting a quorum was present and acting throughout, the following resolution was approved and adopted:

"RESOLVED as it is hereby resolved that the Corporation authorizes its Sales Account Executive, JAMAICA H. MOSUELA to deal and handle, and liaison with the City Government of Pasig in connection with their corporate requirements for the conduct of seminar, meeting, and/or conference at Aureo La Union and for that purpose she is authorized to upload and maintain in the Philippine Government Procurement System (PS-PhilGEPS), a current and update file of the documents as provided under the law.

RESOLVED FURTHER, that JAMAICA H. MOSUELA is authorized as its corporate official representative to handle the City Government of Pasig's event and to provide the necessary information and to sign pertinent documents for the said event"

That the foregoing resolution is in accordance with records of the Corporation and the same has not been canceled, revoked, or modified.

IN WITNESS WHEREOF, I have hereunto set my hand this AUG 17 2023 day of _____ at PASIG CITY Philippines.


ODETTE A. JAVIER
Corporate Secretary

SUBSCRIBED AND SWORN to before me this AUG 17 2023 day of _____ ATTY. CARLOS C. ABESAMIS
Notary Public - Pasig City
Until December 31, 2023
REG. NO. 17288
IDP LIFETIME NO. 08352
PTR NO. 9004628
APPOINTMENT NO. 25 (2022-2023)
MCLE NO. VII-0030173
TIN NO. 127-509-331-00000

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PASIG
SANGGUNIANG PANLUNGSOD

PROCUREMENT MANAGEMENT OFFICE

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	03 November 2023
Project Title	Lease of Venue for the Staying Up to Date: Refresher Course on Budget Process and R.A No. 9184 – Sangguniang Panlungsod
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
Request for Quotation (RFQ) No.	100-23-10-7813
Approved Budget for the Contract	Two Million Seven Hundred Fifty Four Thousand Five Hundred Eighty Pesos and 80/100 (Php 2,754,580.80)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than <u>06 November 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>06 November 2023, 2:00 PM</u> , 7 th Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall commence from <u>06 November 2023</u> to <u>11 November 2023</u> .
NOTES	<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.

S G D

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



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

PANAHON NG PASIGUENO

Description of Service Requirement	Offered Technical Proposal Please fill in with either: "Comply" or "Not Comply"																									
Lease of Venue for the Saying Up to Date: Refresher Course on Budget Process and R.A No. 9184 – Sangguniang Panlungsod under PR No. 100-23-10-7813																										
TECHNICAL SPECIFICATIONS/SCOPE OF WORK																										
Number of Days: 4 days Desired Venue and/ or Function Room: outside Metro Manila – La Union Live-in for 120 pax	comply																									
Board and Lodging (Full Board) <ul style="list-style-type: none"> > Thirteen (13) One – Bedroom (premier or solo rooms) and Thirty-six (36) Triple sharing rooms > Complimentary buffet breakfast for the participants > Complimentary bottles of mineral water per guest per room, to be replenished daily > Sanitized Beddings, Rooms and Restroom > Arrival: 2:00 PM (8 November 2023) > Check out time 12:00 NN (11 November 2023) 	comply																									
Function Room Requirements <ul style="list-style-type: none"> • Can accommodate 120 pax, flexible for group activities/ workshop • Well lighted and well ventilated • Availability of audio-visual equipment with stand-by assistant > Use of LCD projector and wide screen > Use of whiteboard with whiteboard pen & eraser > Complete Set of sound system > At least Six (6) extension cords > At least Four (4) wireless microphones with two (2) microphones stands, and > lectern • Unlimited free access to internet / WIFI in all areas of venue • Use of venue for at least 8 hours per day • Function room set – up: Classroom Type • Three (3) table for the Secretariat (Registration Area) • Mints, paper, and pencil 	comply																									
Meals Requirements: First Meal: 08 November 2023 PM snack Last Meal: 11 November 2023 Breakfast <table border="1" data-bbox="396 1419 922 1634" 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> <th>Day 4</th> </tr> </thead> <tbody> <tr> <td>AM Snacks</td> <td></td> <td>✓</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>Lunch</td> <td></td> <td>✓</td> <td>✓</td> <td></td> </tr> <tr> <td>PM Snacks</td> <td>✓</td> <td>✓</td> <td>✓</td> <td></td> </tr> <tr> <td>Dinner</td> <td>✓</td> <td>✓</td> <td>✓</td> <td></td> </tr> </tbody> </table>	MEALS	Day 1	Day 2	Day 3	Day 4	AM Snacks		✓	✓	✓	Lunch		✓	✓		PM Snacks	✓	✓	✓		Dinner	✓	✓	✓		comply
MEALS	Day 1	Day 2	Day 3	Day 4																						
AM Snacks		✓	✓	✓																						
Lunch		✓	✓																							
PM Snacks	✓	✓	✓																							
Dinner	✓	✓	✓																							

<ul style="list-style-type: none"> For lunch and dinner: 3 main dishes (fish; choice of meat: chicken, pork or beef; and vegetables), soup, rice, dessert, drinks AM and PM Snacks: Sandwich or pasta; with drinks Free-flowing coffee and/or tea 	
<p>Other Requirements:</p> <ul style="list-style-type: none"> Exclusive Venue (no other events on given dates within the vicinity) for the safety and security of our participant. Maintaining cleanliness-function hall, restrooms, sleeping quarters, hallway, coffee/tea area, and dining area Provision for a backdrop for the activity With a parking area for at least twenty (20) vehicles With 24-hour security, front-desk, and housekeeping services 	<p>comply</p>
FINANCIAL PROPOSAL	
Name of Project	Grand Total Cost for the Lease of Venue
<p>Lease of Venue for the Saying Up to Date: Refresher Course on Budget Process and R.A No. 9184 – Sangguniang Panlungsod</p>	<p style="text-align: center;"> <u>PHP 2,754,500.00</u> (Amount in Figures) <u>Two million Seven Hundred Fifty Four thousand five hundred pesos only</u> (Amount in words of Grand Total Cost) </p>

Additional Requirements:

Together with your proposal/quotation, kindly submit the following documents:

- 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.
- Latest Income or Business Tax Returns filed and paid through the BIR Electronic Filing and Payment System (EFP5).

 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.
- Philippine Government Electronic Procurement System (PhilGEPS) Registration Number or PhilGEPS Platinum Certificate of Registration and Membership;
- Accomplished and notarized Omnibus Sworn Statement.

TERMS OF REFERENCE

Technical Specification

Activity Title: **Staying Up to Date: Refresher Course on Budget Process and RA 9184**

DATE OF ACTIVITY	Estimated Number of Pax	Number of Days
November 8 – 11, 2023	120 pax	4 Days of food, accommodation, and use of the venue

- I. Number of Days: 4 Days
- II. Desired Venue and/or Function: outside Metro Manila – La Union
- III. Live-In for 120pax
- IV. Type of Accommodation:
 - Board and Lodging (Full Board)
 - Thirteen (13) one-bedroom premier rooms or Solo Rooms, Thirty-Six (36) Triple sharing rooms.
 - Complimentary buffet breakfast for the participants
 - Complimentary bottles of mineral water per guest in guest rooms, replenished daily
 - Sanitized Beddings, Rooms, and Restrooms
 - Arrival : 2:00 PM (November 8 ,2023)
 - Check-Out Time: : 12:00 NN (November 11,2023)
 - Function Room/Venue of Seminar
 - Can accommodate 120 participants, flexible for group activities/workshop
 - Well-lighted and well-ventilated
 - Availability of audio-visual equipment with a stand-by assistant:
 - Use of LCD projector with screen
 - Use of the whiteboard with a whiteboard pen and eraser
 - Complete set of sound system
 - At least six (6) extension cords
 - At least four (4) wireless microphones with two (2) microphone stands, and
 - Lecter
 - Unlimited free access to internet/WIFI in all areas of the venue
 - Use of Venue at least eight (8) hours per day.
 - Function Room Set-up: Classroom type
 - Three (3) tables for the secretariat (Registration Area)
 - Mints, paper, and pencil

- Meal Requirements

- First Meal: November 8, 2023 PM snack
- Last Meal: November 11, 2023 Breakfast


<i>MEALS</i>	<i>Day 1</i>	<i>Day 2</i>	<i>Day 3</i>	<i>Day 4</i>
AM Snack		✓	✓	✓
Lunch		✓	✓	
PM Snack	✓	✓	✓	
Dinner	✓	✓	✓	

- For Lunch and dinner: 3 main dishes (fish; choice of meat: chicken, pork or beef; and vegetables), soup, rice, dessert, drinks
- AM and PM Snacks: Sandwich or Pasta; with drinks
- Free-flowing coffee and/or tea

- Other Requirements

- **Exclusive Venue** (no other events on given dates within the vicinity) for the safety and security of our participants.
- Maintaining cleanliness-function hall, restrooms, sleeping quarters, hallway, coffee/tea area, and dining area
- Provision for a backdrop for the activity
- With a parking area for at least twenty (20) vehicles
- With 24-hour security, front-desk, and housekeeping services.

Prepared By



Hon. MARION ROSALIO M. MARTIRES
 City Councilor
 Chairman of Appropriations, Ways and Means