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 -

FIRST PACIFIC LEADERSHIP ACADEMY 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 KM 27, Sumulong Highway Sta. Cruz, Antipolo City, herein represented by NORWIN MARK T. SAYNO, 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. 100-23-07-1612 for the Lease of Venue for the Conduct of Civil Society Organization Sectoral Assembly with the Community Learning Hub Stakeholders - City Mayor's Office from November 10, 2023 to November 12, 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 20 October 2023, the LESSEE, through its BAC, conducted a negotiation as well as an evaluation on 25 October 2023 and found the LESSOR's quotation to be responsive;

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Page 9 of 9 | RFQ No. 100-23-07-1637 | NFL

WHEREAS, the LESSOR thus offered for lease to the LESSEE a venue, accommodations, function room, equipment, and meals in FIRST PACIFIC LEADERSHIP ACADEMY 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 Two Hundred Ninety Thousand Three Hundred Seventy-Nine Pesos and 42/100 (Php 290,379.42);

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 November 10, 2023 to November 12, 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 **FIRST PACIFIC LEADERSHIP ACADEMY 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 **Two Hundred Ninety Thousand Three Hundred Seventy-Nine Pesos and 42/100 (Php 290,379.42).**

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.

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- 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.
- 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

- 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 here day of, 2023 at Pasig Cit	
CITY OF PASIG	FIRST PACIFIC LEADERSHIP ACADEMY INC.
Ву:	Ву:
VICTOR MA REGIS N. SOTTO	NORWIN MARK T. SAYNO Authorized Representative
WITNES	S E S:
(Printed Name and Signature)	(Printed Name and Signature)
Funds Appropriated: MS. MA. THERESA B HERNANDEZ OIC - City Budget Office	Funds Obligated: MS. JUVYA. CUENCO City Accountant 06 - 2023 - 07 - 072 - 011
Funds Available: MS. MARITA A CALAJE City Treasurer	Recommending Approval: RECHIE J. FUGAWIN Executive Assistant V

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)) S.S. City of PASIG CITY

BEFORE ME, a Notary Public for and in the City of __ASIG CITY on this day of NOV 0 9 2023, personally appeared:

Name Government ID		Issue and Expiry Date
NORWIN MARK T.	priver ilcense	Oct. 28,2022
SAYNO	Dio-06-000-125	CUT- 29, 2032

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.

Page No. Book No.

Series of 2023

LDP RUBIO San Juan and Pateres Notary Public-F er 31, 2024 Until D 0.84083 ROL

9004629 NO. 276(2023-202 MOLE EXEMPTION NO. VIII-BEP882 TIN NO: 238-919-785

ACKNOWLEDGMENT

ME, a Notary Public for and in the City of Pasig, on this day of 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.

ATTY. GPR DP. RUBIO

Notary Public-Parig Classifications

Doc. No. Page No.

Book No.

Series of 2023

Until De

ber 31, 2024 0.84083 0, 243415

Q. 8004629 APPOINTMENT NO. 276(2023-2024) MCLE EXEMPTION NO. VIII-BEP002249

TIN NO. 238-919-765

ROI

REPUBLIC OF THE PHILIPPINES)
PASIG CITY) S.S.

25 600

SECRETARY'S CERTIFICATE

I, WILLIAM S. PAMINTUAN, a duly elected, qualified and incumbent Corporate Secretary of FIRST PACIFIC LEADERSHIP ACADEMY, INC. (the "Corporation"), a non-stock, non-profit corporation duly organized and existing under and by virtue of the laws of the Philippines, do hereby certify that:

 At the special meeting of the Board of Trustees of the Corporation, duly convened and held on May 27, 2020, at which meeting a quorum was present, acted throughout and voted, the following resolutions were approved and that said resolutions are in full force and effect on the date hereof:

"RESOLVED, that until otherwise specified by this Board, the Corporation is hereby authorized and empowered:

- to enter into such transactions for the acquisition, sale, lease or sub-lease, donation, exchange, assignment, transfer, conveyance or disposition of any real or personal property, including rights and interests therein, of the Corporation;
- to enter into contracts or agreements (including joint venture agreement) for the use, management, or administration of the properties of the Corporation;
- (3) to negotiate, enter into, agree, and execute any agreement, contract, or transaction for the management, operation, or pursuit of the business of the Corporation;
- (4) to negotiate, agree, and execute any agreement, contract or transaction pertaining to the purchase of raw materials, spare parts, machinery, equipment and other like items;
- (5) to contract services necessary for the operations of the Corporation;
- (6) to apply for permits, licenses, and authorizations with the proper government agencies or instrumentalities relative to, and in respect of, constructions, renovations and alterations or lands, buildings and other improvements thereon, as well as, for the installation and maintenance of public utilities, such as, among others, power, light, water, telephone, and communication, and such other permits, licenses or authorizations required, necessary, and/or incidental to the business of the Corporation;
- (7) to participate in the bidding by the Government Procurement Office (GPO) and Government Owned or Controlled Corporation (GOCC) as well as negotiate the terms and conditions, post/withdraw all kinds of bonds required in the bidding process

In accordance with RA 9184; execute, sign and deliver all documents required to complete the bidding process;

 to acquire Tax Credit Certificates (TCCs) from customers and other entities under reasonable terms and conditions;

RESOLVED, that for the purpose of implementing the foregoing acts, the following officers are hereby authorized to act as representatives and signatories of the Corporation:

Mr. Manuel V. Pangilinan 1. Chairman Mr. Victorico P. Vargas 2. President Mr. Jose Ma. K. Lim 3. Trustee Atty. Ray C. Espinosa 4. Trustee Ms. Betty C. Siy-Yap 5. Treasurer Ms. June Cheryl A. Cabal-Revilla 6. Comptroller Atty. William S. Pamintuan 7. Corporate Secretary 8. Deputy General Manager & Ms. Kathrine D. Biason **Programs Director** 9. Finance & Corporate Services Director Mr. Robert Henry M. Ramirez II Mr. Norwin Mark T. Sayno 10. Head of Sales

RESOLVED, FURTHER, that the above signatories, shall have the authority to execute, sign, issue, and deliver in the name and on behalf of the Corporation any and all agreements, contracts, instruments, powers of attorney, authorizations, certifications, and other documents necessary to implement and carry into effect the authority herein granted;

RESOLVED, FURTHERMORE, that the Corporate Secretary of this Corporation be, as he is hereby, authorized and directed to furnish under the seal of this Corporation certified copies of the foregoing resolution to any person, firm, corporation, or government office or agency who may desire or require the same in connection with the execution or implementation of the foregoing resolution;

RESOLVED, FINALLY, that any and all resolutions approved prior hereto for the purpose of designating certain persons as authorized signatories of the Corporation for its business transactions be, as it is hereby, deemed repealed and revoked."

2. Pursuant to the foregoing resolutions, Ms. Kathrine D. Biason, Mr. Robert Henry M. Ramirez II, and Mr. Norwin Mark T.Sayno, be, as they are hereby, empowered as authorized representatives and signatories of the Corporation to sign the Employer's Change of Information Form (ECIF) and Specimen Signature Form (SSF) of the Home Development Mutual Fund (HDMF), or popularly known as the "Pag-IBIG Fund".

IN WITNESS THE SIGNATURE of the undersigned as such officer of the Corporation and its corporate seal hereunto affixed on this ______ 2021.

WILLIAM S. PAMINTUAN Corporate Secretary

Doc. No.: 4; Page No: 4; Book No: 11; Series of 2021.

ATTY, CRISTOPHERE, ARPON
Notary Public
For and in Pasig, Palence and San Juan
Appointment No. 11 (2019-2020) January 14, 2019
At Pasig City until December 31, 2020
1 JI No. 4 16201 IBP No. 102739 1/9/2020 RSM Chst. lor
HTR No. 5589113 1/25/2020 Pasig 7 /
MCLE No. VII-0001089 10117/2011

11 Jacob Licenz Ring, Ordinas Avenu. 1 July City



Annex "B"

PROGUNEMENT MANAGEMENT OFFICE

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	17 October 2023
Project Title	Lease of Venue for the Conduct of Civil Society Organization Sectoral Assembly with the Community Learning Hub Stakeholders—City Mayor's Office
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
RFQ No.	100-23-07-1612
Approved Budget for the Contract	Three Hundred Thousand Pesos (Php 300,000.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than 20 October 2023, 1:45 PM at the Bids and Awards Committee (BAC) through the Procurement Management Office (BAC Secretariat Office), 4th Floor, Pasig City Hall, San Nicolas, Pasig City. You may enclose all the documents in an envelope duly marked with the following details:
	 Title and reference number of the project (Purchase Request No.); and Name, address and contact details (telephone/cellphone number and email address) of the bidder.
Date, Time and Place of the Negotiation	20 October 2023, 2:00 PM, 7 th Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall commence from November 10, 2023 to November 12, 2023
NOTES	 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 MIGUELD. OPEZE

Officer in Charge, Procurement Management Office

IMP-INIS

TRON

Carunchis Avenue, Barangay San Nicolas, Pasig City 1500 Metra Marola

Offered Technical Proposal Description of Service Requirement Please fill in with either: "Comply" or "Not Comply" Lease of Venue for the Conduct of Civil Society Organization Sectoral Assembly with the Community Learning Hub Stakeholders - City Mayor's Office under PR No. 100-23-07-1612 TECHNICAL SPECIFICATIONS/SCOPE OF WORK Number of Days: 3 days and 2 nights 1. Desired Venue: Any hotel within Rizal that can accommodate, Board and 11. lodging with outdoor activities and facilities with Buffet meals for 50 pax; Breakout rooms with Buffet meals for 50 pax: with conference rooms Type of Accommodation: Double occupancy rooms with own toilet and bath 111. Check in: November 10, 2023, 2:00 pm comply " Check out: November 12, 2023, 12:00 nn 3D/2N Breakout rooms with Buffet meals for 50 pax, well- ventilated, airconditioned double occupancy rooms, with own tollet and bath, inclusive of breakfast from 10-12 November 2023 D. Use of conference room from 7:00am to 7:00 pm that can comfortably accommodate at least 50 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 chairs in classroom set-up W. Meal Requirements a. First meal: November 10, 2023, Breakfast b. Last meal: November 12, 2023, Lunch c. Food: AM snacks, lunch, PM snacks, and dinner served buffet- style or plated for 50 pax d. Menu must be approved by the end-user. i. Breakfast: Breakfast buffet by hotel ii. AM and PM snacks: sandwiches, pastries and/or pasta with drinks iii. Lunch and dinner: buffet consisting of dishes (fish, chicken/pork/beef, comply 1 vegetables), soup, bread, rice, dessert with drinks e. Free-flowing coffee, tea and water for three (3) days at the conference Breakfast AM Snacks Lunch PM Snack Dinner Date November 10 X X X November 11 November 12 X X X Other Requirements: " comply" Maintain cleanliness function hall, restrooms, sleeping quarters, hallway, coffee/tea area and dining area With sufficient parking for at least 10 vehicles With 24-hour security, front-desk and housekeeping service FINANCIAL PROPOSAL Grand Total Cost for the Lease of Venue Name of Project Lease of Venue for the Conduct of Civil Php 290, 379.42 Society Organization Sectoral Assembly with the Community Learning Hub (Amount in Figures)

Page 2 of 3 | RFQ No. 100-23-07-1612 | AEN

١	Stakeholders- City Mayor's Office under
١	PR No. 100-23-07-1512

Two Hundred Dinety Thousand
Three Hundred Seventy Dine and
FORTY TWO CONTS.

FORTY TWO GOTS.

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.
- 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.
- 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.goob.gov.ph/assets/iterms/Omnibus55205worn%20Statement(Revised).dock)
- 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.

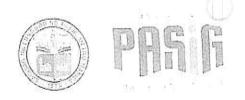
We understand that the City Government of Pasig is not bound to accept the lowest or any bid it may receive.

Conforme:

NOPUIN MAKT. SAYUD + WAD OP SALES

Signature over printed Name Position

Duly authorized to sign quotation/offer for and on behalf of FITST Pacific Leadership Academase indicate name of company)



Annex "B"

TERMS OF REFERENCE

LEASE OF VENUE FOR THE CIVIL SOCIETY ORGANIZATION SECTORAL

Activity Title: CSO Sectoral Assembly with the Community Learning Hub Stakeholders

Date of Activity	Est Number of Pax	Number of Days	Unit Cost	Budget Estimates
November 10-12 2023	50 pax	3 Days/2 Nights	Php 6,000	Php 300,000.00

I. Number of Days: 3 days and 2 nights

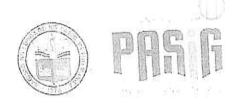
- II. Desired Venue: Any hotel within Rizal that can accommodate, Board and lodging with outdoor activities and facilities with Buffet meals for 50 px Breakout rooms with Buffet meals for 50 pax; with conference rooms
- Type of Accommodation Double occupancy rooms with own toilet and bath Ш.
 - E. Check in: November 10, 2023, 2:00 p.m
 - F. Check out: November 12, 2023, 12:00 n.n
 - G. 3D/2N Breakout rooms with Buffet meals for 50pax, well-ventilated, airconditioned double occupancy rooms, with own toiler and bath, inclusive of breakfast from 10-12 houngs 2023
 - H. Use of conference room from 7:00 a.m to 7:00 p.m that can comfortably accommodate at least 50 pax; with use of unlimited, stable internet connectio; audio visual equipment (at least three [3] microphones), and at least (2) LCD projectors and screens, and tables and chairs in classroom set-up

Meal Requirements IV.

- a. First meal: November 10, 2023 Breakfast
- Last meal: November 12, 20223 PM Snacks
- c. Food: AM snacks, lunch, PM snacks, and dinner served buffet-style or Plated for 50 pax
- Menu must be approved by the end-user.
 - i. Breakfast: Breakfast buffet by hotel
 - 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

TAOR

Caruncho Avenue. Barangay San Nicolas, Pasig City 1600 Metro Manila mayorsoffice upasigicty.gov.ph 1 8643-1111 local 1201, 8542-8892



Free-flowing coffee, tea and water for three (3) days at the conference venue

Date	Breakfast	AM Snacks	Lunch	PM Snacks	Dinner
November 10				x	X
November 11	х	x	х	X	x
November 12	x	x	x		

VI. Other Requirements

- a. Maintain cleanliness of function hall, restrooms, sleeping quarters, hallway, coffce/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:

Trishia Raye B. Alava
Office of the City Mayor

Approved by:

Rechie J. Pugawin

Executive Assistant V

Office of the City Mayor