

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 -

PRIVE PROPERTIES DEVELOPMENT INC., a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office No. 706, Shaw Blvd., Kapitolyo, Pasig City, herein represented by **MA. ANGELA CAMILLE DE CASTRO**, 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. **100-23-07-1758** for the **Lease of Venue for the Year-End Evaluation of Programs/Projects/Activities - Management Information System Office** from December 6 to 7, 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 18 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 Privato Hotels under **PRIVE PROPERTIES DEVELOPMENT 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 Hundred Forty Seven Thousand Six Hundred Twenty-Five Pesos (Php 147,625.00)**;

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 December 6 to 7, 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 **PRIVE PROPERTIES DEVELOPMENT 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 **One Hundred Forty Seven Thousand Six Hundred Twenty Five Pesos (Php 147,625.00)**.

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

CITY OF PASIG

**PRIVE PROPERTIES
DEVELOPMENT INC.**

By:

By:


VICTOR MA REGIS N. SOTTO
City Mayor


MA. ANGELA CAMILLE DE CASTRO
Authorized Representative

WITNESSES:

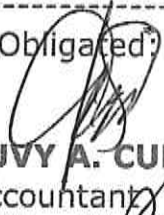
(Printed Name and Signature)

(Printed Name and Signature)

Funds Appropriated:

Funds Obligated:


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


MS. JUVY A. CUENCO
City Accountant
100-2023-09-0863-1632

Funds Available:

Recommending Approval:


MS. MARITA A. CALAJE
City Treasurer


JOHN CARLO F. FATALLO
OIC - MISO

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
MA. ANGELA CAMILLE DE CASTRO	UMID	0111-7601376-8

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.

Jason
ATTY. LETICIA M. AMON
 NOTARY PUBLIC
 Pasig, Pateros & San Juan
 Valid Until December 31, 2023
 Roll No. 22138
 PTR AA M. 0106501-03-23
 Lifetime Registration No. 04286
 Official Receipt No. 314709, IBP Chapter
 MCLE Compliance No. VII-0000050/6-18-2019
 Ground Flr. Armal Centre, U. Velasco, Ave.,
 Malinao, Pasig City

Doc. No. 214
 Page No. 4
 Book No. 113
 Series of 2023

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of NOV 14 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. 378
 Page No. 74
 Book No. III
 Series of 2023

Jason
GIO CARLO C. MENDOZA
 Notary Public for Pasig, San Juan & Pateros
 Until 31 December 2023
 Appointment No. 129
 PTR No. 0112750, 04 January 2023, Pasig City
 IBP Lifetime No. 016515, Laguna
 Roll of Attorneys No. 69172
 MCLE Compliance No. VII-0023809
 Valid until 14 April 2025

Annex "A"

REPUBLIC OF THE PHILIPPINES)
Pasig City) S.S

SECRETARY'S CERTIFICATE

I, **TRINIDAD ANGELICA PEREZ**, of legal age, Filipino, with office address at **706 SHAW BOULEVARD PASIG CITY**, after having been sworn in accordance with law, hereby depose and say as follows:

- 1) That I am the duly elected Corporate Secretary of **PRIVE PROPERTIES DEVELOPMENT INC. - PRIVATO HOTEL ORTIGAS**, a corporation duly organized and existing and by virtue of the laws of the Republic of the Philippines, with principal office at **706 SHAW BOULEVARD PASIG CITY**;
- 2) That I am the custodian of the corporate books and records of the Bank, including the Minutes and Resolutions of its Board of Directors;
- 3) That at the Regular/Special Meeting of the Board of Directors held on **MARCH 4, 2022**, during which a quorum was present and acted throughout, the following resolution was unanimously approved:

RESOLVED, that the following officer be hereby authorized 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 transaction in enrolling and/or amending documents with **CITY GOVERNMENT OF PASIG**

NAME	POSITION	SPECIMEN SIGNATURE
MA. ANGEIA CAMILLE DE CASIRO	SALES EXECUTIVE	

- 4) That the foregoing resolution has not been altered, modified, nor revoked; and that the same is now in full force and effect; and
- 5) That I am executing this Certificate for whatever legitimate purpose it may serve.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the seal of the company on this **FEB 20 2023** day of _____ at Pasig City



TRINIDAD ANGELICA PEREZ
Corporate Secretary

Subscribed and sworn to me before this **FEB 20 2023** day of _____ at Pasig City,
affiant exhibiting to me his (_____) _____ issued on _____ in
_____ and her _____, which will expire on _____

Doc. No. 471 :
Page No. 59 :
Book No. 55 :
Series of 704 :


ATTY. LETICIA M. AMON
NOTARY PUBLIC
Pasig, Pateros & San Juan
Valid Until December 31, 2023
Roll No. 22138
PTR AA No. 01-03-23
Lifetime IBP Number No. 04286
Official Receipt No. 574709, IBP Chapter
MCLE Compliance No. VII-0006050/6-18-2019
Ground Flr. Arma Centre, U. Velasco, Ave.,
Malinao, Pasig City



REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	17 October 2023
Project Title	Lease of Venue for the Year- End Evaluation of Programs/ Projects/ Activities – Management Information Systems Office
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
Request for Quotation (RFQ) No.	100-23-07-1758
Approved Budget for the Contract	One Hundred Forty Nine Thousand Nine Hundred Ninety Nine and 85/100 (Php 149,999.85)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than <u>18 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: <ol style="list-style-type: none">Title and reference number of the project (RFQ No.); andName, address and contact details (telephone/cellphone number and email address) of the bidder.
Date, Time and Place of the Negotiation	18 October 2023, 2:00 PM, 7 th Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall commence from December 6, 2023 to December 7, 2023
NOTES	<ol style="list-style-type: none">Lessor shall submit their offer/quotation through their duly authorized representativesQuotations 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.<i>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.</i>

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

Description of Service Requirement	Offered Technical Proposal Please fill in with either: "Comply" or "Not Comply"															
Lease of Venue for the Year- End Evaluation of Programs/ Projects/ Activities – Management Information Systems Office under RFQ No. 100-23-07-1758																
TECHNICAL SPECIFICATIONS/SCOPE OF WORK																
I. Number of Days :2 days and 1 night II. Desired Venue :Hotel within Pasig Area III. Type of Accommodation :Live in for 35 pax	Comply															
Board of Lodging (35 pax) <ul style="list-style-type: none"> ▫ Room accommodation with aircon, soap and towel ▫ Sanitized beddings, rooms and restrooms Arrival :8:00 AM (December 6, 2023) Check-out Time :2:00 PM (December 7, 2023) Function Room Requirements: <ul style="list-style-type: none"> ▫ Can accommodate 35 pax for 2 days, following the IATF Guidelines and flexible for group activities and workshops <ul style="list-style-type: none"> Day 1- 8:00 AM – 5:00 PM Day 2- 8:00 AM – 2:00 PM ▫ Well- lighted and well-ventilated ▫ One (1) table for the Secretariat (Registration Area) ▫ Availability of Audio-visual equipment: <ul style="list-style-type: none"> At least Two (2) LCD projector Complete set of sound system At least Three (3) microphones Pencil and paper 	Comply															
IV. Meals Requirements (35 pax) <table border="1" data-bbox="414 1344 993 1620" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th>MEALS</th> <th>December 6, 2023</th> <th>December 7, 2023</th> </tr> </thead> <tbody> <tr> <td>Breakfast</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>Lunch</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>PM Snack</td> <td>✓</td> <td></td> </tr> <tr> <td>Dinner</td> <td>✓</td> <td></td> </tr> </tbody> </table> <ul style="list-style-type: none"> ○ For breakfast: 2 main dishes, rice, choice of hot tea/ chocolate or coffee ○ For lunch and dinner: 3 main dishes (choice of fish, chicken, pork or beef and vegetables), soup, rice, dessert, drinks ○ PM snacks ○ Free flowing coffee 	MEALS	December 6, 2023	December 7, 2023	Breakfast	✓	✓	Lunch	✓	✓	PM Snack	✓		Dinner	✓		Comply
MEALS	December 6, 2023	December 7, 2023														
Breakfast	✓	✓														
Lunch	✓	✓														
PM Snack	✓															
Dinner	✓															
Other Requirements: <ul style="list-style-type: none"> ○ Maintaining cleanliness function hall, restrooms, sleeping quarters, hallwav. coffee/tea area and dining area 	Comply															

<p>Lease of Venue for the Year- End Evaluation of Programs/ Projects/ Activities – Management Information Systems Office under RFQ No. 100-23-07-1758</p>	<p>PHP <u>147,025.00</u> (Amount in Figures) <u>One hundred forty seven thousand</u> <u>six hundred twenty five pesos</u> <hr/> (Amount in words of Grand Total Cost)</p>
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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.p00b.gov.ph/assets/forms/Omnibus%20Sworn%20Statement\(Revised\).docx](https://www.p00b.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:


Ma. Angela Camille R. De Castro
 Signature over Printed Name

Senior Sales Executive
 Position



TERMS OF REFERENCE

Activity Title	YEAR END EVALUATION			
Date of Activity	Estimated No. Pax	Number of Days	Unit Cost	Total Estimated Budget
December 6 – 7, 2023	35	2	4,285.71	149,999.85

- I. Number of Days : 2 days and 1 night
 II. Desired Venue : Hotel within Pasig Area
 III. Type of Accommodation : Live in for 35 pax

Board of Lodging (35 pax)

- Room accommodation with aircon, soap and towel
- Sanitized beddings, rooms and restrooms

Arrival : 8:00 AM (December 6, 2023)
 Checkout time : 2:00 PM (December 7, 2023)

Function room Requirements:

- Can accommodate 35 pax for 2 days, following the IATF Guidelines and flexible for group activities and workshops
 - Day 1 – 8:00 AM – 5:00 PM
 - Day 2 – 8:00 AM – 2:00 PM
- Well-lighted and well ventilated
- One (1) table for the Secretariat (Registration Area)
- Availability of audio-visual equipment
 - At least Two (2) LCD projector
 - Complete set of sound system
 - At least Three (3) microphones
 - Pencil and Paper

Meal Requirements (35 pax)

Meals	December 6,2023	December 7, 2023
Breakfast	✓	✓
Lunch	✓	✓
PM Snack	✓	
Dinner	✓	

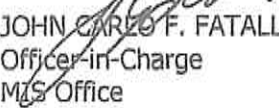
- For breakfast: 2 main dish, rice, choice of hot tea / chocolate or coffee



Other Requirements

- Maintaining cleanliness function hall, restrooms, sleeping quarters, hallway, coffee / tea area and dining area
- Provision for backdrop for the activity
- With appropriate parking area for at least 15 vehicles
- With 24-hour security, front-desk and housekeeping service.

Prepared by:


JOHN CARLO F. FATALLO
Officer-in-Charge
MIS Office