# 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 -

CENTRO SPECIALISTS CO. LTD., a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at Sitio Balimbing, Brgy. Plaza Aldea, Tanay, Rizal, herein represented by MICHAEL T. KAYOGEN, 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. 100-23-06-1448 for the Lease of Venue for the Conduct of Capability Building Activity for Pasig City Science High School from November 26 to 27, 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 20 November 2023, the LESSEE, through its BAC, conducted negotiation and after evaluation on 22 November 2023 and found the LESSOR's quotation to be responsive;

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WHEREAS, the LESSOR thus offered for lease to the LESSEE a venue, accommodations, function room, equipment, and meals in CENTRO SPECIALISTS CO. LTD.;

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 Three Hundred Thirty-Six Thousand Two Hundred Eighty Pesos and 80/100 (Php 336,280.80);

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 26 to 27 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 **CENTRO SPECIALISTS CO. LTD.**, 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 **Three Hundred Thirty-Six Thousand Two Hundred Eighty Pesos and 80/100 (Php 336,280.80).** 

# 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 Page 2 of 5 | CONTRACT NO. 100-23-06-1448 | AEN

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

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entirety and in cases arising after or by r this contract, whether in part or in its en	tirety.
IN WITNESS WHEREOF, the parties here day of, 2023 at Pasig Cit	[RANGE STATEMENT OF STATEMENT SHOWN SHOWN AND STATEMENT OF STATEMENT OF STATEMENT SHOWN AND STATEMENT OF STATEMENT SHOWN AND S
CITY OF PASIG	CENTRO SPECIALISTS CO. LTD.
By:	By:
VICTOR MA REGIS N. SOTTO	MICHAEL T. KAYOGEN Authorized Representative
WITNES	SSES:
(Printed Name and Signature)	(Printed Name and Signature)
Funds Appropriated:	Funds Ob/gated:
MS. MA. THERESA BU HERNANDEZ OIC - City Budget Office	MS. JUVY A. CUENCO City Accountants 100 - 2023 - 09 - 0000 - 3322 - 1938
Funds Available:  MS. MARITA A. CALAJE  City Treasurer	MS. ROWENA O ROA OIC- Assistant Principal II

## ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

City of

PASIG CITY ) S.S.

BEFORE ME, a Notary Public for and in the City of CASIG CITO this day of NOV 2 4 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
MICHAEL T. KAYOGEN	Phil Health 03-25 054 (5 48-4	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.

Page No.\_ Book No.

Series of 2023

DP\_RUBIO v Public Push City San Juan and Pateross Until December 31, 2024 ROLL AD. 84083 IBP 1/0. 243415 PTR No. 9004629

APPOINTMENT NO. 276(208-2024) TIN NO. 238-919-765

# ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of NOV 2 4 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.

502 Doc. No.\_

Page No. Book No. XIV

Series of 2023

Notary Public-Pasig City San Juan and Pateros
Until December 31, 2024
ROLL 10, 84083
IBP NO. 243415

PTR No. 9004629

OINTMENT NO. 276(2023-2024) EXEMPTION NO. 1-500P28-2641448 | AEN

TIN NO. 238-919-765

# SECRETARY'S CERTIFICATE

I MICHAEL T. KAYOGEN, of legal age, Filipino, with business address at Sitio Balimbing Brgy. Plaza Aldea Tanay, Rizal, after being duly sworn to in accordance with law hereby depose and state: That -

- I am the duly elected and appointed Corporate Secretary of BAKASYUNAN RESORT AND CONFERENCE CENTER TANAY, RIZAL, (the "Corporation"), a corporation duly organized and existing under and virtue of the laws of the Philippines, with principal place of business at Sitio Balimbing Brgy. Plaza Aldea Tanay, Rizal and SEC Registration No. A199902535;
- On (date of meeting/adoption of resolution), at which a quorum was present, the following resolutions were duly passed and approved by the Corporation, to wit:

"RESOLVED, as it is hereby resolved, that <u>BAKASYUNAN RESORT AND CONFERENCE CENTER TANAY</u>, <u>RIZAL</u> (the "Company") be authorized to participate in the Public Bidding or Alternative Mode of Procurement pursuant to Republic Act No. 9184 (RA 9184) and its implementing rules and regulations, and other related laws and issuances, to be conducted by the PASIG CITY SCIENCE HIGH SCHOOL (PCSHS) for <u>(Lease of Venue)</u> for the Project <u>(THE CONDUCT OF CAPABILITY BUILDING ACTIVITY)</u> under Reference Number (100-23-06-1448) (the "Project");

RESOLVED FURTHER, in connection with the Company's participation in the public bidding or alternative mode of procurement for the Project, the person/s named herein shall be authorized to --

## (Please modify or limit authority as needed)

- Sign, execute, and deliver any and all documents and amendments thereto, including but not limited to forms, statements, undertakings, declarations and estimates necessary or relating to the Company's participation in the Project;
- Receive any and all notices, communication and information pertaining to the Project; and
- Execute and perform any and all acts necessary or appropriate to submit the bid and participate in the Project, and to sign and execute the ensuing contract for the Project.

as follows:

(modify as appropriate)

SOLE SIGNATURE: (any one (1) of the following can sign alone)

Name

Position

Specimen Signature

MICHAEL T. KAYOGEN Marketing Officer

IN WITNESS WHEREOF, I have hereunto set my hand this 17th of November 2023 in Tanay, Rizal.

Marketing Officer

SUBSCRIBED AND SWORN to before me this <u>August 15, 2023</u> at <u>Tanay, Rizal</u>, Philippines. Affiant is personally known to me and was identified by me through competent evidence of identity as defined in in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant exhibited to me his/her <u>PHILHEALTH</u> with his/her photograph and signature appearing thereon, with No. <u>03-250548578-4</u>

Note:

Sec. 12. Competent Evidence of Identity - The phrase "competent evidence of Identity" refers to the Identification of an Individual based on

At least one current identification document issued by an official agency bearing the photograph and signature of the affiant, such as but not limited to passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay Certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, Senior Citizen Card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, Seaman's Book, Alien Certificate of Registration/Immigrant Certificate of Registration, government office ID, Certification from the National Council for the Welfare of Disabled Persons (NCWOP), Department of Social Welfare and Development (DSWD) Certification.

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Janogen.



# Annex "B"

## PROPERTY MANAGEMENT OFFICE

# REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	15 November 2023			
Project Title	Lease of Venue for the Conduct of Capability Building Activity- Pasig City Science High School			
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)			
Request for Quotation (RFQ) No.	100-23-06-1448			
Approved Budget for the Contract	Three Hundred Thirty Six Thousand Two Hundred Eighty and 80/100 (Php 336,280.80)			
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than 17 November 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:  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	17 November 2023, 2:00 PM, 7 <sup>th</sup> Floor, Meeting Room, Pasig City Hall			
TERMS	The lease contract shall commence from November 26, 2023 to November 27, 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 to be paid in Philippine Currency.      All prices quoted are subject to all Philippine Tax Statutes.			
	5. Award of contract shall be made to the lowest quotation which complies with the technical specifications and other terms and conditions stated herein.			
	<ol> <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.</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. I.OPEZJ Officer in Charge, Procurement Management Office THON

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

	Offered Technical Proposal	
Description of Service Requirement	Please fill in with either: "Comply" or "Not Comply"	
Lease of Venue for the Conduct of Capability Building Activity- Pasig City Science Hi No. 100-23-06-1448	gh School under PR	
TECHNICAL SPECIFICATIONS/SCOPE OF WORK		
A. General Requirements  1. Price package quotation for two (2) days and one (1) night  2. Event date: Thursday and Friday, November 26-27,2023  3. Location: Tanay, Rizal  4. Number of Participants: 120 pax  5. Designated free parking space  6. Quoted price shall be inclusive of all applicable government taxes and service charges	compet	
B. Specific Requirements		
<ol> <li>Accommodation</li> <li>Clean and air-conditioned quad-sharing rooms with separate beds to accommodate 120 pax with toilet and bath in each room complete with beddings and basic toiletries</li> <li>Holding area for the participants upon arrival at 7:00 AM</li> <li>Use of Conference Room/Function Room</li> <li>Indoor Air-conditioned conference/function room that can accommodate 120 pax with tables and chairs for the Secretariat from 7:00 AM to 10:00 PM (Day 1) and 7:00 AM to 2:00 PM (Day2);</li> <li>LCD Projector, Smart Board/Projection Screen, Audio Equipment (sound system and microphones), classroom type seating arrangements, and Wi-Fi Internet connection for all devices.</li> </ol>		
3 Food/Meals	/cm	
The Service Provider shall meet the following meal requirements for 120 pax:  3.1 Free-flowing brewed coffee and purified drinking water during the entire seminar/training;  3.2 Managed Buffet Breakfast, Lunch, Dinner, and AM/PM Snacks	on on the second	
Day 1- AM Snack		
Bread/Sandwich     Pasta/Noodles     Juice/Soda		
Lunch  Steamed rice  At least three (3) viands (Beef, Chicken, and Vegetables)  Appetizer/Salad/Soup  Dessert (fresh fruit)  PMI Snack  Bread/Sandwich  Pasta/Noodles  Juice/Soda		
Dinner		
Manager Andrew		

Steamed rice

Capability	Venue for the Conduct of y Building Activity- Pasig City igh School under PR No. 100-23-	Php 336,280.87  (Amount in Figures  Three Hundred Thirty six  Two Hundred Eighty accents	c thousand
	Name of Project	Grand Total Cost for the Lease of Venue	
	FIN	NANCIAL PROPOSAL	
ال ت	uice/Soda		
	asta/Noodles		
	read/Sandwich		
A	M Snack		on on
D []	essert (fresh fruits)		12.
<ul> <li>At least 2 viands (Fish and Chicken)</li> <li>Eggs</li> </ul>		100	
		7	
Steamed Rice			
۰ ر	offee/Juice		1
Day 2- B	reakfast		
o []	Dessert (fresh fruit)		
	ppetizer/Salad/Soup		
o A	t least three (3) viands (Beef, Chicken	, and Vegetables)	

## 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 (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;
- Accomplished and notarized Omnibus Sworn Statement. -

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(Amount in words of Grand Total Cost)

 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;

Signature over printed Name

Marketing Position

Duly authorized to sign quotation/offer for and on behalf and confuence center) of centro 5 pecialists co. Ltd (Ballasyuran Resort and confuence name of company)



## PASIS CITY SCIENCE WHOM SCHOOL

Annex "B"

#### TERMS OF REFERENCE

LEASE OF VENUE WITH FOOD AND ACCOMODATION FOR THE CONDUCT OF CAPABILITY BUILDING ACTIVITY OF PASIG CITY SCIENCE HIGH SCHOOL

#### I. RATIONALE

Pasig City Science High School is planning to organize a Capability Building activity in a carefully selected strategic location. This choice is aimed at providing numerous advantages to the participants, enabling them to fully engage in the learning process without any disturbances. This decision is expected to enhance the overall effectiveness and productivity of the event.

#### II. SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

The selected venue's service provider must have the capacity to furnish the following specifications for the activity, to wit:

#### A. General Requirements

- 1. Price package quotation for two (2) days and one (1) night
- 2. Event date: Sunday and Monday, November 26 -27, 2023.
- 3. Location: Tanay, Rizal
- 4. Number of Participants: 120 pax
- 5. Designated free parking space
- Quoted price shall be inclusive of all applicable government taxes and service charges.

## B. Specific Requirements

#### 1. Accommodation

- 1.1 Clean and air-conditioned quad-sharing rooms with separate beds to accommodate 120 pax with toilet and bath in each room complete with beddings and basic toiletries;
- 1.2 Holding area for the participants upon arrival at 7:00 A.M.

## 2. Use of Conference Room/Function Room

- 2.1 Indoor Air-conditioned conference/function room that can accommodate 120 pax with tables and chairs for the Secretariat from 7:00 AM to 10:00 PM (Day 1) and 7:00 AM to 2:00 PM (Day 2);
- 2.2 LCD Projector, Projection Screen, Audio Equipment (sound system and microphones), classroom-type seating arrangements, and Wifi internet connection for all devices.

## 3. Food/Meals

The Service Provider shall meet the following meal requirements for 120 pax:

- 3.1 Free-flowing brewed coffee and purified drinking water during the entire seminar/training:
- 3.2 Managed Buffet Breakfast, Lunch, Dinner, and AM/PM Snacks

Day 1 - AM Snack

Bread/Sandwich

IKR- **145** ТАО



- Pasta/Noodles
- Juice/Soda

## Lunch

- Steamed rice
- At least three (3) viands (Beef, Chicken, and Vegetables)
- Appetizer/Salad/Soup
- Dessert (fresh fruit)

#### PM Snack

- Bread/Sandwich
- Pasta/Noodles
- Juice/Soda

# Dinner

- Steamed rice
- At least three (3) viands (Beef, Chicken, and Vegetables)
- Appetizer/Salad/Soup
- Dessert (fresh fruit)

## Day 2 - Breakfast

- Coffee/Juice
- Steamed Rice
- · At least 2 viands (Fish and Chicken)
- Eggs
- Dessert (fresh fruits)

#### AM Snack

- Bread/Sandwich
- Pasta/Noodles
- Juice/Soda

# Prepared by:

LEONORA-C. ABLAZA City Gov't. Ass't. Dep't. Head II Head of Administration

Noted:

ROWENA O. ROA, Ph.D Assistant Principal II Officer-in-Charge

lca/



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