

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 -

SM PRIME HOLDINGS, 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 Kaybagal Nat'l. Rd., Kaybagal South, Tagaytay City, herein represented by **RAMONITO T. MAKILAN**, 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. **100-23-08-2047** for the **Lease of Venue for the Conduct of Barangay Newly Elected Officials Program for City Mayor's Office** from December 5 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 25 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 Taal Vista Hotel

under SM Prime Holdings, 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 **Four Million Nine Hundred Eighty Thousand Six Hundred Pesos (Php 4,980,600.00)**;

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 5 to 7 December 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 **SM PRIME HOLDINGS, 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 **Four Million Nine Hundred Eighty Thousand Six Hundred Pesos (Php 4,980,600.00)**.

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

CITY OF PASIG

SM PRIME HOLDINGS, INC.

By:

By:


VICTOR MA REGIS N. SOTTO
City Mayor


RAMONITO T. MAKILAN
Authorized Representative

WITNESSES:


(Printed Name and Signature)

(Printed Name and Signature)

Funds Appropriated:

Funds Obligated:

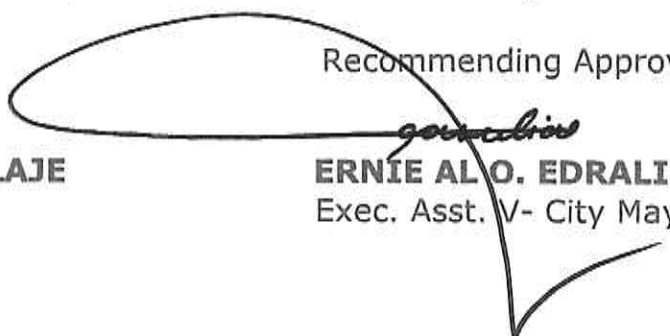

MS. MA. THERESA B. HERNANDEZ
OIC - City Budget Office


MS. JUVIA A. CUENCO
City Accountant
100-2023-08-1123-1011

Funds Available:

Recommending Approval:


MS. MARITA A. CALAJE
City Treasurer


ERNIE ALO. EDRALIN
Exec. Asst. V- City Mayor's Office

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 22 2023, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
RAMONITO T. MAKILAN	LTO DRIVER'S LICENSE	ISSUANCE DATE: 2013/06/06 EXPIRY DATE: 2023/07/20

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. 404
Page No. 82
Book No. XIV
Series of 2023

[Signature]
ATTY. GERALD 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 NOV 28 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. 385
Page No. 77
Book No. 14
Series of 2023

[Signature]
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

SECRETARY'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

I, ATTY. ARTHUR A. SY, of legal age, Filipino, and with office address at 10th Floor, One E-Com Center, Harbor Drive, Mall of Asia Complex, CBP-1A, Pasay City, being the duly elected and incumbent Assistant Corporate Secretary of **SM PRIME HOLDINGS, INC.** ("SMPHI" or the "Corporation"), a corporation duly organized and existing under and by virtue of the laws of the Philippines, with principal office at 10th Floor, Mall of Asia Arena Annex Building, Coral Way corner J.W. Diokno Boulevard, Mall of Asia Complex, Barangay 076, Zone 10, CBP-1A, Pasay City, do hereby certify that:

Pursuant to the authority granted by the Board of Directors of the Corporation under board resolution dated 03 August 2006, Mr. Jeffrey C. Lim, President of the Corporation, has authorized and appointed Mr. Ramon Makilan, Hotel Manager of Taal Vista Hotel (Tagaytay), as the duly authorized representative of the Corporation effective April 05, 2020, to sign, execute and deliver for and in behalf of the Corporation, the Regular Maintenance Contract/s, Consultancy Contract/s, Barter Contract/s, Operator Agreement/s, Insurance Contract/s, Lease Contract/s, and other hotel operations related contracts and documents with government and non-government agencies, including applications for permits, necessary for the conduct of business.

Further, the authority provided herein shall remain valid, subsisting, and in full force and effect unless otherwise revoked or amended in writing and only for the duration of tenure of the signatory as Hotel Manager of Taal Vista Hotel.

IN WITNESS WHEREOF, this Certificate has been signed this _____ at _____.


 ATTY. ARTHUR A. SY
 Assistant Corporate Secretary

Attested by:


 MR. JOHN NAI PENG C. ONG
 Chief Finance Officer

SUBSCRIBED AND SWORN to before me this JUL 13 2020 at PASAY CITY, affiant exhibiting to me his SSS I. D. with No. 33-2908762-0.

Doc. No. 227 ;
 Page No. 47 ;
 Book No. 6 ;
 Series of 2020.


 JOSEFINA V. REMOLLO
 Notary Public
 UNTIL DECEMBER 31, 2021
 PTR No. 7044886/01-10-2020/Pasay City
 IDP No. 007365/12-12-2019/Ordnance
 Roll No. 20192



PASIG

PROCUREMENT MANAGEMENT OFFICE
REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	23 October 2023
Project Title	Lease of Venue for the Conduct of Barangay Newly Elected Officials Program– City Mayor's Office
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
Request for Quotation (RFQ) No.	100-23-08-2047
Approved Budget for the Contract	Five Million One Hundred Fifty Nine Thousand Seven Hundred Ninety Eight Pesos (Php 5,159,798.00)
Deadline and Place for the Submission of Quotation	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 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	25 October 2023, 2:00 PM, 7 th Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall commence from December 5, 2023 to December 7, 2023
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.


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



Description of Service Requirement	Offered Technical Proposal Please fill in with either: "Comply" or "Not Comply"																								
Lease of Venue for the Conduct of Barangay Newly Elected Officials Program – City Mayor's Office under PR No. 100-23-06-2047																									
TECHNICAL SPECIFICATIONS/SCOPE OF WORK																									
I. Number of Days: 3 days, 2 nights II. Desired Venue and/or Function: Outside Pasig City, within Tagaytay Area III. Type of Accommodation: Live-in for 350 pax Arrival: 08:00 AM (December 5, 2023) Check-out time: 12:00 PM (December 7, 2023)	Comply																								
IV. Function Room Requirements <ul style="list-style-type: none"> o Use of function room from 8am- 5pm, can accommodate 350 pax, flexible for group activities/ workshops o Duration from December 5-7, 2023 o Well- lighted and well- ventilated o Availability of audio-visual equipment with stand-by assistant: <ul style="list-style-type: none"> o At least Two (2) LCD projectors o Complete set of sound system o At least three (3) microphones with their own microphone stands, and o (3) Break-out rooms that can fill 100 pax each with own audio-visual equipment o Unlimited free access to Internet/ Wi-Fi in all areas of venue o Function room set-up: Classroom type preferred o One (1) table for the Secretariat (Registration Area) o No pillars in middle of the function room V. Board and Lodging (Full Board): <ul style="list-style-type: none"> o For 350 pax o Check-in Time 2:00 pm (December 5, 2023) o Check-out Time 12:00pm (December 7, 2023) o 24 hours hot and cold shower o Sanitized beddings, rooms and restrooms o Complimentary toiletries and bathrobes o Unlimited free access to Internet/ Wi-Fi in the room 	Comply																								
VI. Meals Requirements <table border="1" data-bbox="430 1499 1058 1768" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 25%;">MEALS</th> <th style="width: 25%;">December 5, 2023</th> <th style="width: 25%;">December 6, 2023</th> <th style="width: 25%;">December 7, 2023</th> </tr> </thead> <tbody> <tr> <td>Breakfast</td> <td>✓</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>AM Snacks</td> <td>✓</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>Lunch</td> <td>✓</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>PM Snacks</td> <td>✓</td> <td>✓</td> <td></td> </tr> <tr> <td>Dinner</td> <td>✓</td> <td>✓</td> <td></td> </tr> </tbody> </table> <ul style="list-style-type: none"> o For breakfast: 2 main dishes, rice, bread, choice of hot tea/ chocolate or coffee o For lunch and dinner, 3 main dishes (fish; choice of meat: chicken, pork or beef; and vegetables), soup, rice, dessert, drinks o AM and PM Snacks: native food, with drinks o Free flowing coffee and/or tea o Candies, paper and pencil Other Requirements:	MEALS	December 5, 2023	December 6, 2023	December 7, 2023	Breakfast	✓	✓	✓	AM Snacks	✓	✓	✓	Lunch	✓	✓	✓	PM Snacks	✓	✓		Dinner	✓	✓		Comply
MEALS	December 5, 2023	December 6, 2023	December 7, 2023																						
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PM Snacks	✓	✓																							
Dinner	✓	✓																							



OFFICE OF THE MAYOR

TERMS OF REFERENCE

Technical Specifications

<i>Activity Title</i>	BARANGAY NEWLY ELECTED OFFICIALS PROGRAM
<i>Budget Code</i>	1000-000-2-2-01-001-005-002
<i>Purchase Request No.</i>	100-23-05-2047

Number of Days: 3 days, 2 nights
Desired Venue and/or Function:
Type of Accommodation: Live-in for 350pax.

Arrival : 08:00 AM (December 5, 2023)
Check-out time : 12:00 PM (December 7, 2023)





Function Room Requirements:
<ul style="list-style-type: none"> Use of function room from 8am-5pm, can accommodate 350 pax, flexible for group activities/workshops Duration from December 5-7, 2023
<ul style="list-style-type: none"> Well-lighted and well-ventilated
<ul style="list-style-type: none"> Availability of audio-visual equipment with stand-by assistant: <ul style="list-style-type: none"> At least Two (2) LCD projectors Complete set of sound system At least three (3) microphones with their own microphone stands, and (3) Break-out rooms that can fill 100 pax each with own audio-visual equipment
<ul style="list-style-type: none"> Unlimited free access to internet / WIFI in all areas of venue
<ul style="list-style-type: none"> Function room set-up: Classroom type preferred
<ul style="list-style-type: none"> One (1) table for the Secretariat (Registration Area)
<ul style="list-style-type: none"> No pillars in the middle of the function room

Meals Requirements:			
MEALS	DECEMBER 5, 2023	DECEMBER 6, 2023	DECEMBER 7, 2023
Breakfast	✓	✓	✓
AM Snacks	✓	✓	✓
Lunch	✓	✓	✓
PM Snacks	✓	✓	
Dinner	✓	✓	

- For breakfast: 2 main dishes, rice, bread, choice of hot tea/chocolate or coffee
- 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: native food, with drinks
- Free flowing coffee and/or tea
- Candies, paper and pencil



Other Requirements/s:
<ul style="list-style-type: none"> ◦ <i>Maintaining cleanliness-function hall, restrooms, sleeping quarters, hallway, coffee/tea area, and dining area</i> ◦ <i>With appropriate parking area for at least 30 vehicles</i> ◦ <i>With 24-hour security, front-desk and housekeeping services.</i>

Board and Lodging (Full Board):
<ul style="list-style-type: none"> ◦ <i>For 350 pax</i> ◦ <i>Check in time 2:00 pm (December 5, 2023)</i> ◦ <i>Check-out time 12:00pm (December 7, 2023)</i> ◦ <i>24 hours hot and cold shower</i> ◦ <i>Sanitized beddings, rooms and restrooms</i> ◦ <i>Complimentary toiletries and bathrobes</i> ◦ <i>Unlimited free access to internet/WIFI in the room</i>

Prepared by:


MARIANNE B. ANCENO
 Cluster Head, DILG Pasig

Noted by:


ATTY. BERNICE C. MENDOZA
 Executive Assistant V, Office of the Mayor