

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 -

PALM BEACH RESORT 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 Hugom, San Juan, Batangas herein represented by **JUSTINE INOVIO**, 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. 100-23-10-7849 for the **Lease of Venue for the Conduct of Year End Review** from December 13-15, 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 04 December 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 **PALM BEACH RESORT 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 Eighty Nine Thousand Three Hundred Pesos (Php 189,300.00)**;

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 13 to 15 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 **PALM BEACH RESORT 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 Eighty Nine Thousand Three Hundred Pesos (Php 189,300.00)**.

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 12 DEC 2023
day of _____, 2023 at **Pasig City**.

CITY OF PASIG

PALM BEACH RESORT INC.

By:

By:


VICTOR MA REGIS N. SOTTO
City Mayor


JUSTIN INOVIO
Authorized Representative

WITNESSES:


(Printed Name and Signature)

(Printed Name and Signature)

Funds Appropriated:

Funds Obligated:


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


MS. JUVY A. CUENCO
City Accountant
100-2623-11-1105-1032

Funds Available:

Recommending Approval:


MS. MARITA A. CALAJE
City Treasurer


MA. ROWENA R. DIMANLIG
City Gov't Assistant Dept. Head 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 DEC 12 2023, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
JUSTINE INOVIO	<u>UMID</u> <u>0111 - 7520855 - 8</u>	<u>NONE</u>

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. 5
Page No. 2
Book No. XVI
Series of 2023

ATTY. GERALD P. RUBIO
Notary Public-Pasig City, San Juan and Pateros
Until December 31, 2024
ROL NO. 84083
IBP NO. 243415
PTR No. 9004829
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 DEC 12 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. 6
Page No. 3
Book No. XVI
Series of 2023

ATTY. GERALD P. RUBIO
Notary Public-Pasig City, San Juan and Pateros
Until December 31, 2024
ROL NO. 84083
IBP NO. 243415
PTR No. 9001629
APPOINTMENT NO. 276(2023-2024)
MCLE EXEMPTION NO. VIII-BEP002249
TIN NO. 238-919-765

SECRETARY'S CERTIFICATE

I, **ROSALIE S. NAVAL**, Corporate Secretary of **PALM BEACH RESORT, INC.**, a corporation duly organized under the laws of the Philippines with principal office situated at Brgy. Hugom, San Juan, Batangas, **DO HEREBY CERTIFY:** that in a special meeting of the Board of Directors of the Corporation held on November 7, 2023 at its principal office, at which meeting a quorum was present, the following resolutions were unanimously adopted, to wit:

"RESOLVED, to authorize **JUSTINE INOVIO** to represent, negotiate, sign and submit the bid documents and other pertinent documents and papers for and in behalf of the Corporation, at the bidding to be conducted by the Office of the City Mayor of Pasig City for the venue of their year-end evaluation seminar;

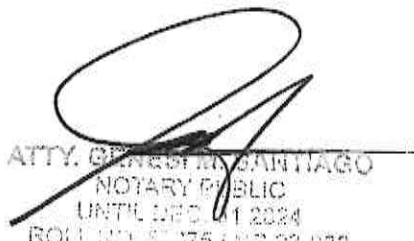
"RESOLVED, FURTHER, that should the project be awarded to the Corporation, the above-named person is hereby authorized and empowered to sign and execute the contract of services or similar document and such other documents and papers necessary and incidental to carry out the project."

IN WITNESS WHEREOF, I have hereunto set my hand on this NOV 07 2023 day of NOVEMBER at MAKATI CITY.



ROSALIE S. NAVAL
Corporate Secretary

SUBSCRIBED AND SWORN to before me this NOV 07 2023 day of NOVEMBER at MAKATI CITY, by affiant who exhibited to me her Passport No. P0036012B which is valid up to December 25, 2028.



ATTY. GENESIRO SANTIAGO
NOTARY PUBLIC
UNTIL DEC. 31 2024
ROLL NO. ST 75 / RC 23-033
ID# LC 440.00502
PTR NO. 4077088 / 1 11.23 LUNTIWU PA

Doc. No. 90 ;
Page No. 19 ;
Book No. 33 ;
Series of 2023.



REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	01 December 2023
Project Title	Lease of Venue for the Conduct of Year End Review – City Administrator’s Office
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
RFQ No.	100-23-10-7849
Approved Budget for the Contract	One Hundred Eighty Nine Thousand Nine Hundred Ninety Nine Pesos and 90/100 (Php 189,999.90)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than 04 December 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	December 04, 2:00 PM, 7 th Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall be from December 13, 2023 to December 15, 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.

SGD
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 Year End Review – City Administrator’s Office – City Administrator’s Office under PR No. 100-23-10-7849																											
TECHNICAL SPECIFICATIONS/SCOPE OF WORK																											
DATE OF ACTIVITY	ESTIMATED NUMBER OF PAX	NUMBER OF DAYS																									
December 13-15, 2023	18 pax Live In	3 days																									
I. Number of Days: 3 days II. Desired Venue and/or Function: outside Metro Manila – Batangas Area III. Type of Accommodation <u>Day 1</u> Arrival Check In : 02:00 pm (December 13,2023) <u>Day 3</u> Check-out Time : 12:00 nn (December 15, 2023)			- COMPLY																								
<ul style="list-style-type: none"> • Can accommodate 18 pax, flexible for group activities • Well-lit and well-ventilated • Availability of audio visual equipment with stand-by assistant: <ul style="list-style-type: none"> o Use of LCD projector with screen o Use of whiteboard with whiteboard pen & eraser o Complete set of sound system o At least two (2) extension cords o At least two (2) wireless microphones with one (1) microphone stand, and o Lectern • Unlimited free access to Internet/WIFI in all areas of venue • Use of venue for at least 8:00am to 5:00pm • Function room set-up: Classroom type • Mints, paper and pencil 			- COMPLY - No Available Lectern																								
Meals Requirements: <ul style="list-style-type: none"> o First Meal: December 13, 2023 – Breakfast o Last Meal: December 15, 2023 – Lunch <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>MEALS</th> <th>DAY 1</th> <th>DAY 2</th> <th>DAY 3</th> </tr> </thead> <tbody> <tr> <td>Breakfast</td> <td></td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> </tr> <tr> <td>AM Snacks</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> </tr> <tr> <td>Lunch</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> </tr> <tr> <td>PM Snacks</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> <td></td> </tr> <tr> <td>Dinner</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> <td></td> </tr> </tbody> </table>			MEALS	DAY 1	DAY 2	DAY 3	Breakfast		✓	✓	AM Snacks	✓	✓	✓	Lunch	✓	✓	✓	PM Snacks	✓	✓		Dinner	✓	✓		- COMPLY DAY 1 MEALS
MEALS	DAY 1	DAY 2	DAY 3																								
Breakfast		✓	✓																								
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<ul style="list-style-type: none"> • For Breakfast, lunch, and dinner: 3 main dishes (fish; choice of meat: pork or beef; and vegetables), soup, rice, dessert, drinks • AM/PM Snacks (Pasta, toasts, sandwiches) • Free Flowing coffee, juice, and/or tea 																											
OTHER REQUIREMENT/S: <ul style="list-style-type: none"> • Maintaining Cleanliness-function hall, restrooms, hallway, Coffee/tea area, and dining area • Provision for backdrop for the activity • With appropriate parking area for at least one (1) vehicles • With 24-hours security, front desk and housekeeping services • Dates can be re-booked in case of emergency/unforeseen circumstances 			- COMPLY																								

<ul style="list-style-type: none"> • Compliant to Equal Employment Opportunity Policy (EEO) • Easy access of comfort room • With ramp • First Aid Kits available when needed • With a passing rating at least 90% in Market Analysis 	- COMPLY
FINANCIAL PROPOSAL	
Name of Project	Grand Total Cost for the Lease of Venue
Lease of Venue for the Conduct of Year End Review – City Administrator’s Office – City Administrator’s Office under PR No. 100-23-10-7849	P1P <u>189,300.00</u> (Amount in Figures) <u>One Hundred Eighty-Nine Thousand Three Hundred Pesos</u> <hr style="width: 100%; border: 0.5px solid black;"/> <hr style="width: 100%; border: 0.5px solid black;"/> (Amount in words of Grand Total Cost)

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 (EPPS).

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.

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.gppb.gov.ph/assets/forms/Omnibus%20Sworn%20Statement\(Revised\).docx](https://www.gppb.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.

Conformed
Justine Inojan Senior Reservation Officer
Signature over printed Name Position

Duly authorized to sign quotation/offer for and on behalf
of Palm Beach Resort Inc. *(Please indicate name of company)*



TERMS OF REFERENCE

Technical Specifications

Activity Title	UGNAYAN SA PASIG YEAR-END REVIEW 2023	
DATE OF ACTIVITY	ESTIMATED NUMBER OF PAX	NUMBER OF DAYS
December 13-15, 2023	18 pax Live In	3 days

- I. *Number of Days:* 3 days
- II. *Desired Venue and/or Function:* outside Metro Manila – Batangas Area
- III. *Type of Accommodation:*

Day 1

Arrival Check In : 02:00 pm (December 13, 2023)

Day 3

Check-out time : 12:00 nn (December 15, 2023)

<ul style="list-style-type: none"> • <i>Can accommodate 18 pax, flexible for group activities</i> • <i>Well-lit and well-ventilated</i> • <i>Availability of audio-visual equipment with stand-by assistant:</i> <ul style="list-style-type: none"> ○ <i>Use of LCD projector with screen</i> ○ <i>Use of whiteboard with whiteboard pen & eraser</i> ○ <i>Complete set of sound system</i> ○ <i>At least two (2) extension cords</i> ○ <i>At least two (2) wireless microphones with one (1) microphone stand, and</i> ○ <i>Lectern</i> • <i>Unlimited free access to internet / WIFI in all areas of venue</i> • <i>Use of venue for at least 8:00am – 5:00pm</i> • <i>Function room set-up: Classroom type</i> • <i>Mints, paper and pencil</i>
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Meals Requirements:

- o *First Meal: December 13, 2023 - Breakfast*
- o *Last Meal: December 15, 2023 - Lunch*

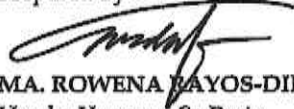
MEALS	Day 1	Day 2	Day 3
<i>Breakfast</i>		✓	✓
<i>AM Snacks</i>	✓	✓	✓
<i>Lunch</i>	✓	✓	✓
<i>PM Snacks</i>	✓	✓	
<i>Dinner</i>	✓	✓	

- *For Breakfast, lunch and dinner: 3 main dishes (fish; choice of meat: pork or beef; and vegetables), soup, rice, dessert, drinks*
- *AM/PM Snacks (Pasta, toasts, sandwiches)*
- *Free flowing coffee, juice and/or tea*

Other Requirements:

- *Maintaining cleanliness-function hall, restrooms, hallway, coffee/tea area, and dining area*
- *Provision for backdrop for the activity*
- *With appropriate parking area for at least one (1) vehicle*
- *With 24-hour security, front-desk and housekeeping services.*
- *Dates can be re-booked in case of emergency/unforeseen circumstances.*
- *Compliant to Equal Employment Opportunity Policy (EEO)*
 - *Easy access of comfort room*
 - *With ramp*
 - *First Aid Kits available when needed*
- *With a passing rating of at least 90% in Market Analysis*

Prepared By:



MA. ROWENA MAYOS-DIMANLIG
Head - Ugnayan Sa Pasig