

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 -

1966 REAL ESTATE CORPORATION, a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at 1, Lafayette Luxury Suites, Military Cut Off Rd. Baguio City herein represented by **EPIFANIA ABAD**, 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 Request for Quotation No. **100-24-01-009** for the **Lease of Venue for the Workshop/Writeshop Standardization of OPCR 2024** from 14 February 2024 to 17 February 2024;

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 26 January 2024, 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 1966 Real Estate Corporation;

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 Hundred Forty Thousand Pesos (Php 440,000.00)**;

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 14 February 2024 to 17 February 2024.

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 **1966 REAL ESTATE CORPORATION** 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 Hundred Forty Thousand Pesos (Php 440,000.00)**.

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

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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 02 FEB 2024 day of _____, 2023 at **Pasig City**.


CITY OF PASIG

1966 REAL ESTATE CORPORATION

By:

By:


VICTOR MA REGIS N. SOTTO
City Mayor


EPIFANIA ABAD
Authorized Representative

WITNESSES :

(Printed Name and Signature)

(Printed Name and Signature)

Recommending Approval:

Funds Obligated:


ELVIRA R. FLORES
City Gov't Dept. Head II (HRDO)


MS. JUVY A. CUENCO
City Accountant 

ACKNOWLEDGMENT

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

PASIG CITY

BEFORE ME, a Notary Public for and in the City of _____, on this day of **FEB 02 2024**, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
EPIFANIA ABAD	Driver's License ROL-96-056573	2024/05/23

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. 345
Page No. 50
Book No. 2
Series of 2023 4

ATTY. GERALD P. RUBIO
Notary Public-Pasig City, San Juan and Pateros
Until December 31, 2024
ROLL NO. 84083
IBP NO. 384108
PTR NO. 1504028
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 **FEB 07 2024**, 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. 462
Page No. 94
Book No. 2
Series of 2023 4

ATTY. GERALD P. RUBIO
Notary Public-Pasig City, San Juan and Pateros
Until December 31, 2024
ROLL NO. 84083
IBP NO. 384108
PTR NO. 1504028
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TIN NO. 238-919-765

E. Seelbad

REPUBLIC of the PHILIPPINES
CITY of BAGUIO

SECRETARY CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

I, GEETA Q. LALWANI, the undersigned Corporate Secretary of 1966 REAL ESTATE CORPORATION, a domestic corporation duly organized and existing under the laws of the Republic of the Philippines, DO HEREBY CERTIFY that at a (special) meeting of the Board of Directors of said corporation held at its principal office at No. 01, Military Cut-off Road, Baguio City, Philippines, on 05 November 2022 duly called for the purpose, a quorum being present and acted throughout, the following resolutions were unanimously adopted, and are now in full force and effect, to wit:

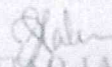
"BOARD RESOLUTION NO. _____, SERIES OF 2022

RESOLVED, as it hereby RESOLVED, to name, constitute and appoint EPIFANIA ABAD, General Manager of Lafayette Luxury Suites, with office address at Lafayette Luxury Suites, No. 01, Military Cut-off Road, Baguio City, as the duly authorized representative of Lafayette Luxury Suites, with full and special authority to do the following acts, for and in behalf of the Corporation:

1. To appear for and in behalf of Lafayette Luxury Suites and to make, sign and execute documents, contracts, or other Memoranda with officers of the City Government of Baguio, and officers of National Government Agencies, including its instrumentalities and Government Owned and Controlled Corporations, relative to business contracts and engagements, including lease of rooms, procurement of goods, and other services;
2. To do such other legal acts for and in behalf of the Corporation in order to carry out her designated task;
3. To do and/or any other act or thing that may be required or necessary or incidental to carry out effectively any and all the purposes for which this authority is hereby given.

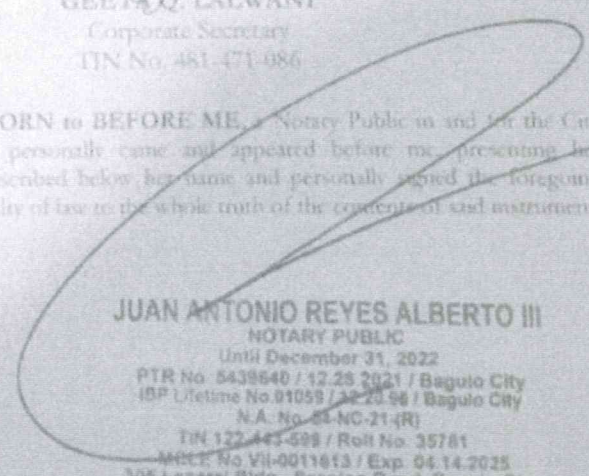
"RESOLVED FURTHER, that EPIFANIA ABAD is hereby authorized to sign, execute, and deliver documents and papers necessary for the accomplishment of the above purposes, and to do all necessary acts and deeds in order to extend to him the best and most effective representation under the circumstances, and here by ratifying and confirming all that said attorney-in-fact shall lawfully do or cause to be done by virtue of this special power and authority granted."

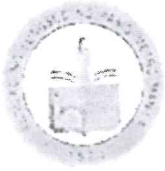
IN WITNESS WHEREOF, I have hereunto set my hand this NOV 10 2022 at Baguio City, Philippines.


GEETA Q. LALWANI
Corporate Secretary
TIN No. 481-471-086

SUBSCRIBED and SWORN to BEFORE ME, a Notary Public in and for the City of Baguio, this NOV 10 2022 — Affiant personally came and appeared before me, presenting her respective identification card, particularly described below her name and personally signed the foregoing instrument before me and avowed under penalty of law to be the whole truth of the contents of said instrument.

Doc. No. 257
Page No. 53
Book No. XCI
Series of 2022.


JUAN ANTONIO REYES ALBERTO III
NOTARY PUBLIC
Until December 31, 2022
PTR No. 5438640 / 12-25-2021 / Baguio City
ISP Lifetime No. 01059 / 12-25-96 / Baguio City
N.A. No. 64-NC-21-JR)
TIN 122-443-599 / Roll No. 35781
MREC No VII-0011613 / Exp. 04.14.2025
308 Lapera Bldg., Session Road, Baguio City



PASIG

PROCUREMENT MANAGEMENT OFFICE

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	24 January 2024
Project Title	Lease of Venue for the Workshop/Writeshop Standardization of OPCR 2024 – Human Resource Development Office
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
Request for Quotation (RFQ) No.	100-24-01-009
Approved Budget for the Contract	Six Hundred Seventy Thousand Pesos (Php 670,000.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than <u>26 January 2024, 11:15 AM</u> at the Bids and Awards Committee (BAC) through the Procurement Management Office (BAC Secretariat Office), <u>4th Floor, Pasig City Hall, San Nicolas, Pasig City.</u> 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	<u>26 January 2024, 11:30 AM, 7th Floor, Meeting Room, Pasig City Hall</u>
TERMS	The lease contract shall commence from <u>14 February 2024 to 17 February 2024.</u>
NOTES	<ol style="list-style-type: none"> 1. Lessor shall submit their offer/quotation through their duly authorized representatives. 2. Quotations submitted exceeding the Approved Budget for the Contract (ABC) shall be rejected. 3. The prices quoted are to be paid in Philippine Currency. 4. 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. 6. 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. 7. 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. BEA THERESE P. VILLANUEVA,
Officer in Charge, Procurement Management Office

IKR- TAON

Description of Service Requirement	Offered Technical Proposal Please fill in with either: "Comply" or "Not Comply"																														
Lease of Venue for the Workshop/Writeshop Standardization of OPCR 2024 – Human Resource Development Office under PR No. 100-24-01-009																															
TECHNICAL SPECIFICATIONS/SCOPE OF WORK																															
I. Number of Days: 4 days 3 nights II. Desired Venue and/or Function: outside Metro Manila- Baguio City Area III. Type of Accommodation: <ul style="list-style-type: none"> o Board and Lodging (Full Board) <ul style="list-style-type: none"> >15 Sharing Room with complimentary breakfast >Sanitized Beddings, Rooms and Restrooms o Arrival : 8:00 am (February 14, 2024) o Check-out time : 5:00 pm (February 17, 2024) 	Comply Comply Comply Comply Comply																														
<ul style="list-style-type: none"> o Can accommodate 25 pax, flexible for group activities/ workshops o Well-lighted and well-ventilated o Availability of audio-visual equipment with stand-by technical assistant: <ul style="list-style-type: none"> o Use of HDMI ready LCD projector with screen o Use of whiteboard with whiteboard pen & eraser o Complete set of sound system o At least four (4) extension cords o At least four (4) wireless microphones with one (1) microphone stand, and o Lectern o Unlimited free access to Internet/Wi-Fi in all areas of venue o Use of venue for at least 10 hours o Function room set-up: conference type o Two (2) tables for the Secretariat (Registration Area) o Mints, paper, and pencil 	Comply Comply Comply Comply Comply Comply Comply Comply Comply																														
Meals Requirements First Meal: February 14, 2024 - Breakfast Last Meal: February 17, 2024 - PM Snacks <table border="1" data-bbox="338 1522 1066 1826" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th>MEALS</th> <th>Day 1</th> <th>Day 2</th> <th>Day 3</th> <th>Day 4</th> </tr> </thead> <tbody> <tr> <td>Breakfast</td> <td>✓</td> <td>✓</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>AM Snacks</td> <td>✓</td> <td>✓</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>Lunch</td> <td>✓</td> <td>✓</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>PM Snacks</td> <td>✓</td> <td>✓</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>Dinner</td> <td>✓</td> <td>✓</td> <td>✓</td> <td></td> </tr> </tbody> </table> <ul style="list-style-type: none"> o For Day 1 breakfast: 2 main dish, rice, bread, choice of hot tea/chocolate or coffee o For lunch and dinner: 3 main dish (fish; choice of meat: chicken, pork or beef; and vegetables), soup, rice dessert, drinks o AM and PM Snacks: sandwich or pasta; with drinks o Free flowing coffee and/or tea 	MEALS	Day 1	Day 2	Day 3	Day 4	Breakfast	✓	✓	✓	✓	AM Snacks	✓	✓	✓	✓	Lunch	✓	✓	✓	✓	PM Snacks	✓	✓	✓	✓	Dinner	✓	✓	✓		Comply Comply Comply Comply Comply Comply Comply Comply Comply
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Dinner	✓	✓	✓																												
Other Requirements:																															

<ul style="list-style-type: none"> • 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 5 vehicles • With 24-hour security, front-desk and housekeeping services • Dates can be re-booked in case of emergency/unforeseen circumstances. • Function room and Accommodation rooms should be on the same building • Must be Persons with disabilities (PWDs)- friendly: <ul style="list-style-type: none"> ➤ Easy access of comfort room ➤ With ramp ➤ First Aid Kits available when needed 	<p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p> <p>Comply</p>
FINANCIAL PROPOSAL	
Name of Project	Grand Total Cost for the Lease of Venue
<p>Lease of Venue for the Workshop/Writeshop Standardization of OPCR 2024 – Human Resource Development Office under PR No. 100- 24-01-009</p>	<p>Php <u>449,000.00</u></p> <p>(Amount in Figures)</p> <p><u>Four Hundred Forty Thousand Pesos</u></p> <hr/> <hr/> <p>(Amount in words of Grand Total Cost)</p>

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:

- 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 (Form can be downloaded thru <https://www.gppb.gov.ph/downloadable-forms/#tab-61412>)
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.

Confirms
Eufanta Abad General Manager
Signature over printed Name Position

Duly authorized to sign quotation/offer for and on behalf
of 1966 Real Estate Corporation Lafayette Luxury Suites *(Please indicate name of company)*

TERMS OF REFERENCE

Technical Specifications

Activity Title	WORKSHOP/WRITESHOP STANDARDIZATION OF OPCR 2024
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DATE OF ACTIVITY	Estimated Number of Pax	Number of Days
Feb 14-17, 2024	25	4 days – Food & use of venue
Feb 14-17, 2024	15 rooms	3 night - Accommodation

- I. Number of Days: 4 days 3 nights
 II. Desired Venue and/or Function: outside Metro Manila – Baguio City Area
 III. Type of Accommodation:

- o Board and Lodging (Full Board)
 - > 15 Sharing Room with complimentary breakfast
 - > Sanitized Beddings, Rooms and Restrooms


- o Arrival : 8:00 am (February 14, 2024)
- o Check-out time : 5:00 pm (February 17, 2024)

• Can accommodate 25 pax, flexible for group activities/ workshops
• Well-lighted and well-ventilated
• Availability of audio-visual equipment with stand-by technical assistant: <ul style="list-style-type: none"> o Use of HDMI ready LCD projector with screen o Use of whiteboard with whiteboard pen & eraser o Complete set of sound system o At least four (4) extension cords o At least: (4) wireless microphones with one (1) microphone stand, and o Lectern FVIL
• Unlimited free access to internet / WIFI in all areas of venue
• Use of venue for at least 10 hours
• Function room set-up: conference type
• Two (2) tables for the Secretariat (Registration Area)
• Mints, paper and pencil


Meals Requirements:				
<ul style="list-style-type: none"> ○ <i>First Meal: February 14, 2024 - Breakfast</i> ○ <i>Last Meal: February 17, 2024 - PM Snacks</i> 				
MEALS	Day 1	Day 2	Day 3	Day 4
<i>Breakfast</i>	✓	✓	✓	✓
<i>AM Snacks</i>	✓	✓	✓	✓
<i>Lunch</i>	✓	✓	✓	✓
<i>PM Snacks</i>	✓	✓	✓	✓
<i>Dinner</i>	✓	✓	✓	
<ul style="list-style-type: none"> ● <i>For Day 1 breakfast: 2 main dish, rice, bread, choice of hot tea/chocolate or coffee</i> ● <i>For lunch and dinner: 3 main dish (fish; choice of meat: chicken, pork or beef; and vegetables), soup, rice, dessert, drinks</i> ● <i>AM and PM Snacks: sandwich or pasta; with drinks</i> ● <i>Free flowing coffee and/or tea</i> 				

Other Requirement/s:
<ul style="list-style-type: none"> ● <i>Maintaining cleanliness-function hall, restrooms, sleeping quarters, hallway, coffee/tea area, and dining area</i> ● <i>Provision for backdrop for the activity</i> ● <i>With appropriate parking area for at least 5 vehicles</i> ● <i>With 24-hour security, front-desk and housekeeping services.</i> ● <i>Dates can be re-booked in case of emergency/unforeseen circumstances.</i> ● <i>Function room and Accommodation rooms should be on the same building</i> ● <i>Must be Persons with Disabilities (PWDs) - friendly:</i> <ul style="list-style-type: none"> ➢ <i>Easy access of comfort room</i> ➢ <i>With ramp</i> ➢ <i>First Aid Kits available when needed</i>

Prepared By:


 Clifford A. Cruz
 HRMO II - PM Section

Reviewed/ Approved By:


 ELVIRA R. FLORES, MNSA, CESE
 City Human Resource Development Officer