

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 -

THE HERITAGE HOTEL MANILA, a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at Roxas Blvd. Cor Edsa Ext. St., Barangay 076, Pasay City, Metro Manila herein represented by **MARIA PIA I. GLORIA**, Senior Sales Manager, 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. 100-24-01-036** for the **LEASE OF VENUE FOR HR EXCELLENCE SUMMIT FOR PRIME-HRM LEVEL II WITH CITY GOVERNMENT OF PASIG - HUMAN RESOURCE DEVELOPMENT OFFICE** from 28 February 2024 to 01 March 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 two (2) potential lessors responded;

WHEREAS, on 29 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 **THE HERITAGE HOTEL MANILA**;

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 SEVENTEEN THOUSAND PESOS (PHP 117,000.00)**;

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 28 February 2024 to 01 March 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 **THE HERITAGE HOTEL MANILA** 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 SEVENTEEN THOUSAND PESOS (PHP 117,000.00)**.

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

CITY OF PASIG

THE HERITAGE HOTEL MANILA

By:

By:


VICTOR MA REGIS N. SOTTO
City Mayor


MARIA PIA I. GLORIA
Senior Sales Manager

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.

BEFORE ME, a Notary Public for and in the City of **PASIG CITY**, on this day of **01 FEB 2024**, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
MARIA PIA I. GLORIA	PASSPORT	20 MAY 2022 19 MAY 2032

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. 291
Page No. 51
Book No. X
Series of 2024

ATTY. NEIL TANLANGIT ALBOPERA
 NOTARY PUBLIC
 Until December 31, 2025
 Pasig City and in the Municipality of Pateros, Metro Manila
 PTR No. 1357680 / Pasig City/01 -02-2024
 IBP No. 325487; 12/06 /2023 (MD for 2024)
 Admitted to the Philippine Bar on 04/12/2022
 Roll of Attorney No. 76228
 TIN No. 242 -007-260-000
 G/F Pasig City Hall, Brgy. San Nicolas, Pasig City
 Appointment No. 58 (2024-2025)
 Cellphone No. 0977 -634-4228

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. 459
Page No. 93
Book No. 3
Series of 2024

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. 298-919-765

REPUBLIC OF THE PHILIPPINES)
TAGUIG CITY, METRO MANILA) S.S.

SECRETARY'S CERTIFICATE

I, Lesley Anne C. Mondez, Filipino, of legal age with office address at the 16th Floor, One/NEO Building, 26th Street corner 3rd Avenue, Crescent Park West, Bonifacio Global City, Taguig City, Metro Manila, after being duly sworn in accordance with law, certify as follows:

1. I am the duly elected and qualified Assistant Corporate Secretary of **Grand Plaza Hotel Corporation** ("Corporation"), a corporation organized and existing under the laws of the Republic of the Philippines.
2. Based on the corporate records in my custody, at the meeting of the Board of Directors of the Corporation held on 4 November 2022 during which a quorum was present throughout, the following resolutions were adopted:

RESOLVED, that the Corporation is hereby authorized to enter into contracts in connection with the normal course of business and day-to-day operations of The Heritage Hotel Manila; with government and private entities;

RESOLVED FURTHER, that the Board of Directors of the Corporation hereby names, constitutes and appoints any of the following, acting singly:

1. General Manager of The Heritage Hotel Manila;
2. Director of Sales and Marketing of or any person holding similar position in The Heritage Hotel Manila;
3. Director of Events and Catering or any person holding similar position in The Heritage Hotel Manila;
4. Senior Events and Catering Manager or any person holding similar position in The Heritage Hotel Manila;
5. Sales Manager or any person holding similar position in The Heritage Hotel Manila; or
6. the Director of Human Resources and Development of or any person holding similar position in The Heritage Hotel Manila,

to negotiate, sign, execute, and deliver, for and on behalf of the Corporation, all contracts and agreements that are entered into in the normal course of business and for the day-to-day operations of The Heritage Hotel Manila:

RESOLVED FINALLY, that the foregoing resolution shall remain valid, subsisting, and enforceable upon the Corporation, unless subsequently revoked or rescinded or superseded by a resolution of the Board of Directors.

3. The foregoing resolutions have not been amended or revoked and continue to be effective.

-signature page follows-

IN WITNESS WHEREOF, I hereunto set my hand this APR 18 2023 at Taguig City, Metro Manila.

[Signature]
Lesley Anne Mondez
Assistant Corporate Secretary

SUBSCRIBED AND SWORN to before me by Lesley Anne Mondez, this APR 18 2023, at Taguig City, Philippines, affiant exhibiting to me her Passport No. F7899752A issued on 11 July 2018 DFA Manila, expiring on 10 July 2028.

Doc. No. 226 ;
Page No. 17 ;
Book No. XII ;
Series of 2023.

[Signature]
ALVIN R. TAN
Notary Public for Taguig City
Appointment No. 38, valid until December 31, 2024
16th Floor, One/NEO Building, 26th St., cor. 3rd Ave,
Crescent Park West, Bonifacio Global City, Taguig City 1634
Roll of Attorneys No. 73764
PTR No. A-5790691; 01/07/2023; Taguig City
BP Membership Receipt No. 294987; 02/10/2023; Makati Chapter
ICLE Exemption No. VII-BEP005343; valid until 04/14/2025





Three handwritten signatures in black ink, arranged horizontally.



REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	24 January 2024
Project Title	Lease of Venue for HR Excellence Summit for PRIME-HRM LEVEL II with City Government of Pasig – Human Resource Development Office
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
Request for Quotation (RFQ) No.	100-24-01-036
Approved Budget for the Contract	One Hundred Fifty Six Thousand Pesos (Php 156,000.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than <u>29 January 2024, 11:35 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>29 January 2024, 11:30 AM, 7th Floor, Meeting Room, Pasig City Hall</u>
TERMS	The lease contract shall commence from 28 February 2024 to 01 March 2024
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:

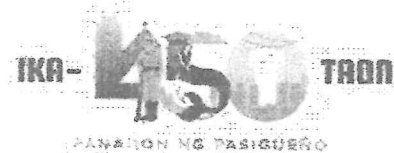
In accordance with the Technical Specifications, Scope of Work and General Conditions for the aforementioned project stated herewith, kindly fill up and submit your lowest proposal.

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.

S G D

ATTY. BEA THERESE P. VILLANUEVA
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 HR Excellence Summit for PRIME-HRM LEVEL II with City Government of Pasig – Human Resource Development Office under PR No. 100-24-01-036	
TECHNICAL SPECIFICATIONS/SCOPE OF WORK	
<p>28 February 2024 to 01 March 2024</p> <p>Number of Days: 3 days and 2 nights</p> <p>Desired Venue: Within Metro Manila Area</p>	comply
<p>Board and Lodging (Full Board)</p> <ul style="list-style-type: none"> ➤ Thirteen (13) Double-Sharing Room ➤ *Complimentary breakfast ➤ Sanitized Beddings, Rooms and Restrooms • Arrival : 2:00 pm (February 28, 2024) • Check- out time : 12:00 noon (March 1, 2024) ➤ With private toilet and bath for each room ➤ Unlimited and reliable Wi-Fi internet connection ➤ Use of towel, soap, shampoo and other bath toiletries/amenities ➤ With bottled drinking water every day ➤ With coffee and tea in the room ➤ Complimentary buffet breakfast for a guaranteed number of 25 pax 	comply comply comply comply comply comply comply comply comply comply
<p>Other Requirements:</p> <ul style="list-style-type: none"> • With appropriate parking area for at least 10 vehicles • With 24-hours security, front-desk and housekeeping services • Dates can be re-booked in case of emergency/unforeseen circumstances • 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 	comply comply comply comply
FINANCIAL PROPOSAL	
Name of Project	Grand Total Cost for the Lease of Venue
Lease of Venue for HR Excellence Summit for PRIME-HRM LEVEL II with City Government of Pasig – Human Resource Development Offices	PhP <u>117,000.00</u> (Amount in Figures) <u>One Hundred Seventeen Thousand</u> <u>only</u> (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 (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.

Conforme:

Maria Pia J. Gloria
Signature over printed Name

senior sales manager
Position

Duly authorized to sign quotation/offer for and on behalf
of The Heritage Hotel Manila (Please indicate name of company)

TERMS OF REFERENCE

Technical Specifications

<i>Activity Title</i>	HR Excellence Summit for PRIME-HRM LEVEL II with City Government of Pasig	
DATE OF ACTIVITY	Estimated Number of Rooms / Pax	Number of Days/ Nights
February 28, 29 & March 1, 2024	13 rooms for 25 pax	3 days and 2 nights for room accommodation

- I. *Number of Days:* 3 days and 2 nights
 II. *Desired Venue:* within Metro Manila Area
 III. *Type of Accommodation:*

- o Board and Lodging (Full Board)
 - > Thirteen (13) Double-Sharing Room
 - > *Complimentary breakfast
 - > Sanitized Beddings, Rooms and Restrooms

- o *Arrival* : 2:00 pm (February 28, 2024)
- o *Check-out time* : 12:00 noon (March 1, 2024)


● <i>With private toilet and bath for each room</i>
● <i>Unlimited and reliable Wi-Fi internet connection</i>
● <i>Use of towel, soap, shampoo and other bath toiletries/amenities</i>
● <i>With bottled drinking water every day</i>
● <i>With Coffee and Tea in the room</i>
● <i>Complimentary Buffet Breakfast for a guaranteed number of 25 pax</i>

Other Requirement/s:
● <i>With appropriate parking area for at least 10 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>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:


Princess T. Tomas, RPh
HRMO I - L & D Division

Reviewed/Approved By:


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