

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 -

MOMARCO 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 Sitio Lanai, Brgy. Plaza Aldea, Tanay, Rizal herein represented by **REBECCA A. CASTRO**, 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. **100-24-01-122** for the **LEASE OF VENUE FOR PAMANTASAN NG LUNGSOD NG PASIG STRATEGIC PLANNING - PAMANTASAN NG LUNGSOD NG PASIG** from **26 February 2024 to 27 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 19 February 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 Momarco 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 **TWO HUNDRED SIXTY-THREE THOUSAND ONE HUNDRED PESOS (PHP 263,100.00)**;

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 26 February 2024 to 27 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 **MOMARCO 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 **TWO HUNDRED SIXTY-THREE THOUSAND ONE HUNDRED PESOS (PHP 263,100.00)**.

**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 DAMAGES FOR DELAY

The **LESSOR** shall complete the implementation of the Services within the time prescribed in Article II hereof. Should the **LESSOR** incur delay in its performance, the **LESSOR** shall pay a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the unperformed portion for each day of delay, including Sundays and Holidays, beyond the specific period. The maximum deduction shall be ten percent (10%) of the amount of the Contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the Contract, **THE CITY OF PASIG** shall have the option to rescind or terminate the Contract, without prejudice to other courses of action and remedies open to it.

ARTICLE VI 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 VII 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 have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines.

CITY OF PASIG

MOMARCO RESORT, INC.

By:

By:


VICTOR MA REGIS N. SOTTO
City Mayor


REBECCA A. CASTRO
Authorized Representative

WITNESSES:


(Printed Name and Signature)

(Printed Name and Signature)

Recommending Approval:

Funds Obligated:


GLICERIO M. MANINGAS
U/C President III


MS. JUVY A. CUENCO
City Accountant
100-2024-01-0077-1052

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 21 2024 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
REBECCA A. CASTRO	0111-6321610-5	N/A

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. 349
Page No. 71
Book No. 4
Series of 2024

ATTY. GERARD 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 23 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. 476
Page No. 93
Book No. 4
Series of 2024

ATTY. GERARD 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)
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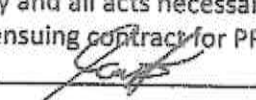
Secretary's Certificate

The undersigned, **JOSHUA LACERNA JONSAY**, legal age, Filipino, with residence Address at Don Wilfredo St., Don Enrique Heights, Quezon City, after being duly sworn in Accordance with the law, depose and say:

That I am duly elected and incumbent Corporate Secretary of **MOMARCO RESORT INC.**, A domestic corporation duly organized and existing under the Philippine laws, with Business office address at Sitio Lanai, Brgy Plaza Aldea Tanay Rizal.


That at a meeting of the board of directors of the said corporation held in accordance with By-laws at the office, on FEBRUARY 1, 2024 the following resolutions were duly approved:

"BE IT RESOLVED, as it is resolved the following:

1. I am granted full power and authority to do, execute and perform any and all acts Necessary to participate, submit the bid, and to sign and execute the ensuing Contract for PROCUREMENT MANAGEMENT OFFICE city Government of Pasig.
2. That the company assigned **REBECCA CASTRO** whose signature appears below to transact, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for PROCUREMENT MANAGEMENT OFFICE City Government of Pasig. 
3. That I hereby certify that the foregoing statements are valid, binding and effective.

FEB 19 2024

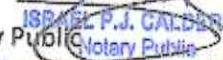
IN WITNESS, WHEREOF, I have hereunto signed this affidavit this ___ day of ___ 2023


JOSHUA LACERNA JONSAY
CORPORATE SECRETARY

FEB 19 2024

SUBSCRIBE AND SWORN to before me this ___ with affiant exhibiting to Me before his DRIVER LICENCE NO1-09-002861 Issued in Quezon City on July 11, 2032.

Doc. No. 53
Page No. 11
Book No. 5
Series of 2024


ISABEL P.J. CALDERON
Notary Public
My Commission Expires on 12-31-2024
NP Case No. 22-07
Plaza Aldea, Sempaloc Road, Tanay, Rizal
(Beside Tanay, National High School)
PTR No. 21046829 1-2-24 Tanay
IBP O.R. No. 374089 12-25-23 Dulacran (2024)
Roll No. 47358
MCLE Compliance No. VII-0011491 2-28-22



REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	16 February 2024
Project Title	Lease of Venue for Pamantasan ng Lungsod ng Pasig Strategic Planning - Pamantasan ng Lungsod ng Pasig
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
Request for Quotation (RFQ) No.	100-24-01-122
Approved Budget for the Contract	Two Hundred Sixty Three Thousand One Hundred Pesos (Php 263,100.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than <u>19 February 2024, 11:15 PM</u> at the Bids and Awards Committee (BAC) at bidsandawards@pasigcity.gov.ph . You may enclose all the documents in an envelope duly marked with the following details: <ol style="list-style-type: none">Title and reference number of the project (RFQ No.); andName, address and contact details (telephone/cellphone number and email address) of the bidder.
Date, Time and Place of the Negotiation	<u>19 February 2024, 11:30 PM</u> , Online (Venue: Google Meet (Meeting ID: meet.google.com/kkc-orsh-oyq))
TERMS	The lease contract shall commence from <u>26 February 2024 to 27 February 2024</u>
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

<p align="center">Description of Service Requirement</p>	<p align="center">Offered Technical Proposal Please fill in with either: "Comply" or "Not Comply"</p>						
<p align="center">Lease of Venue for Pamantasan ng Lungsod ng Pasig Strategic Planning - Pamantasan ng Lungsod ng Pasig under PR No. 100-24-01-122</p>							
<p align="center">TECHNICAL SPECIFICATIONS/SCOPE OF WORK</p>							
<table border="1"> <tr> <th>Date of Activity</th> <th>Estimated Number of Pax</th> </tr> <tr> <td>February 26-27, 2024 (Monday to Tuesday)</td> <td>60 Persons (faculty, Non-Teaching, Guest)</td> </tr> </table>	Date of Activity	Estimated Number of Pax	February 26-27, 2024 (Monday to Tuesday)	60 Persons (faculty, Non-Teaching, Guest)			
Date of Activity	Estimated Number of Pax						
February 26-27, 2024 (Monday to Tuesday)	60 Persons (faculty, Non-Teaching, Guest)						
<p>Number of Days: 2 days/1 night</p> <p>Desired Venue and/or Function: Outside Pasig City, Around Rizal Area</p> <p>Type of Accommodation: Live-in for 60 persons with full meal board</p>	<p align="center">Comply</p>						
<p>Board and Lodging (Full Board)</p> <ul style="list-style-type: none"> ➤ Conference room to accommodate 60 pax ➤ Two (2) Twin sharing ➤ Fourteen (14) Quadruple sharing ➤ 24 hours hot and cold shower ➤ Sanitized Bedding, Rooms and Restrooms ➤ Arrival: 8:00 AM (February 26, 2024) ➤ Check-out time: 5:00 PM (February 27, 2024) 	<p align="center">Comply</p> <p>standard check-in is 3:00 pm & check-out is 11:00 am</p>						
<p>Conference Room Requirements</p> <ul style="list-style-type: none"> ● Well-lighted and well-ventilated ● Availability of audio-visual equipment with stand-by assistant: ➤ At least One (1) LED projector ➤ At least One (1) whiteboard with whiteboard pen & eraser ➤ Complete Set of sound system ➤ At least Three (3) extension cords ➤ At least Two (2) microphones with One (1) microphone stand, and ➤ Podium/Lectern ● Unlimited free access to the internet / WIFI in all areas of the venue ● Function Room Set-up: Conference Room type preferred ● Two (2) tables for the Secretariat (Registration Area) ● One (1) table for the facilitator's equipment & devices ● No pillars in the middle of the function room ● Air-conditioned ● Sample conference room set up – see Terms of Reference 	<p align="center">Comply</p> <p align="center">Comply</p>						
<p>Meals Requirements:</p> <table border="1"> <thead> <tr> <th>MEALS</th> <th>February 26, 2024</th> <th>February 27, 2024</th> </tr> </thead> <tbody> <tr> <td>Breakfast</td> <td></td> <td align="center">✓</td> </tr> </tbody> </table>	MEALS	February 26, 2024	February 27, 2024	Breakfast		✓	
MEALS	February 26, 2024	February 27, 2024					
Breakfast		✓					

Dinner	✓		
<ul style="list-style-type: none"> For breakfast: 2 main dishes, fried eggs, rice, bread, fruits, 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, fruits, drinks AM and PM Snacks: native food, with drinks or pasta and sandwich with drinks Free flowing coffee and/or tea Candies, paper and pencil 			<ul style="list-style-type: none"> - For Breakfast 1 main dish - For Lunch 2 main dishes - Comply - Free flowing coffee for 1 day - Comply
Other Requirements:			
<ul style="list-style-type: none"> Well-cleaned and sanitized function hall, restrooms, sleeping quarters, hallway, coffee/tea area and dining area With appropriate parking area for at least 15 vehicles With 24-hour security, front-desk and housekeeping service 			<ul style="list-style-type: none"> Comply Comply Comply
FINANCIAL PROPOSAL			
Name of Project	Grand Total Cost for the Lease of Venue		
Lease of Venue for Pamantasan ng Lungsod ng Pasig Strategic Planning - Pamantasan ng Lungsod ng Pasig	<p>PHP <u>263,100.00</u></p> <p>(Amount in Figures)</p> <p><u>Two hundred sixty three thousand</u> <u>One hundred pesos.</u></p> <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

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.

Conformer:


Rebecca A. Cortez
Signature over printed Name

Reservation Officer
Position

Duly authorized to sign quotation/offer for and on behalf

of MEMORCO REVOLT Inc. (Please indicate name of company)

TERMS OF REFERENCE

Technical Specifications

<i>Activity Title</i>	PAMANTASAN NG LUNGSOD NG PASIG STRATEGIC PLANNING
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DATE OF ACTIVITY	Estimated Number of Pax	Number of Days	Unit cost	Total Estimated Budget
February 26 and 27, 2024 (Monday to Tuesday)	60 Persons (Faculty, Non-Teaching, Guest)	2 days/1 night	4,385	263,100

- I. *Number of Days:* 2
- II. *Desired Venue and/or Function:* Outside Pasig City, around Rizal area
- III. *Type of Accommodation:*
Live-in for 60 persons with full meal board

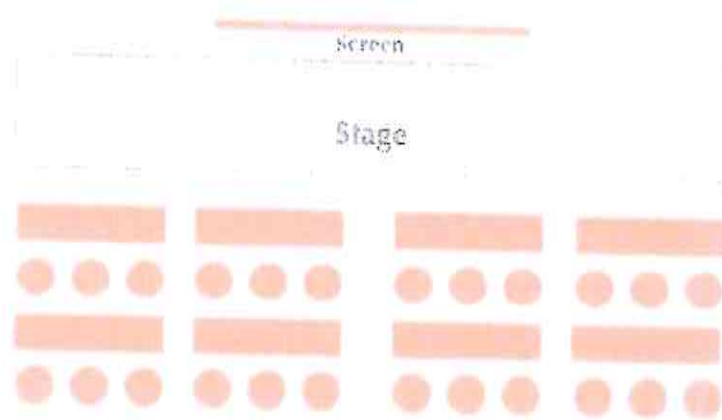
A) Board and Lodging (Full Board) for 60 pax:

- Conference Room to accommodate 60 pax
- 2 - Twin Sharing
- 24 - Quadruple
- 24-hours Hot and Cold Shower
- Sanitized Beddings, Rooms, and Restrooms
 - Arrival : 8:00 AM (February 26, 2024)
 - Check-out time : 5:00 PM (February 27, 2024)

Conference Room Requirements:
• Well-lighted and well-ventilated
• Availability of audio-visual equipment with a stand-by assistant: <ul style="list-style-type: none"> ○ At least One (1) LED projector ○ At least One (1) whiteboard with a whiteboard pen & eraser ○ Complete set of sound system ○ At least Three (3) extension cords ○ At least Two (2) microphones with One (1) microphone stand, and ○ Podium/lectern
• Unlimited free access to internet / WIFI in all areas of the venue
• Function room set-up: Conference Room type preferred

- Two (2) tables for the Secretariat (Registration Area)
- One (1) table for the facilitator's equipment & devices
- No pillars in the middle of the function room
- Air-conditioned

Sample Conference Room Set-up



Meal Requirements:

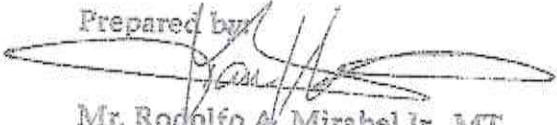
MEALS	February 26	February 27
Breakfast		✓
AM Snacks	✓	✓
Lunch	✓	✓
PM Snacks	✓	✓
Dinner	✓	

- For breakfast: 2 main dishes, fried eggs, rice, bread, fruits, 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, fruits, drinks
- AM and PM Snacks: native food, with drinks or pasta and sandwich with drinks
- Free flowing coffee and/or tea
- Candies, paper, and pencil


Other Requirements:

- Well-cleaned and sanitized function hall, restrooms, sleeping quarters, hallway, coffee/tea area, and dining area
- With appropriate parking area for at least 5 vehicles
- With 24-hour security, front desk, and housekeeping services.


Prepared by:


Mr. Rodolfo A. Mirabel Jr., MT
Director Special Project

Reviewed by:


Ms. Rowena D. Gil
University Administrator

Noted by:


Dr. Glicerio M. Maningas
University President