

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 -

GOLDEN SUMMIT 168 REALTY DEVELOPMENT 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 Sitio Pantay Dalig, Teresa, Rizal, herein represented by **MARVILYN BARIT**, 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. 100-24-03-404** for the **LEASE OF VENUE FOR THE CAPACITY DEVELOPMENT TRAINING AND SEMINAR: "CONFLICT AND RESOLUTION MANAGEMENT" - PEACE AND ORDER DEPARTMENT, PUBLIC SAFETY DIVISION** from **24 – 26 April 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 April 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 Golden Summit 168 Realty Development Corporation (Quest Adventure Camp);

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 MILLION FIVE HUNDRED THOUSAND PESOS (PHP 1,500,000.00)**;

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 **24 – 26 April 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 **GOLDEN SUMMIT 168 REALTY DEVELOPMENT 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 **ONE MILLION FIVE HUNDRED THOUSAND PESOS (PHP 1,500,000.00)**.

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 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

GOLDEN SUMMIT 168 REALTY DEVELOPMENT CORPORATION

By:

By:


VICTOR MA REGIS N. SOTTO
City Mayor


MARVILYN BARIT
Authorized Representative

WITNESSES :

(Printed Name and Signature)

(Printed Name and Signature)

Recommending Approval:

Funds Obligated:


RODRIGO M. DE DIOS
City Government Department Head
II


MS. JUVY A. CUENCO
City Accountant 

100-2024 03

0227 1032

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 APR 22, 2024, 2024, personally appeared:

Name	Government ID	Issue and Expiry Date
MARVILYN BARIT	NATIONAL I. D	20 NOVEMBER 2022

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. 439
Page No. 8
Book No. 8
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. 238-919-765

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of APR 24 2024, 2024, 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. 13
Page No. 4
Book No. 9
Series of 2024

ATTY. GERALD P. RUBIO
Notary Public-Pasig City, San Juan and Pateros
Until December 31, 2024
ROLL NO. 84083
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Republic of the Philippines }
(PASIG) City } s.s.

SECRETARY'S CERTIFICATE

I, Mikee Angelique Lim, of legal age, Filipino, with business address at B29 L2 Singkil St. Lagro Subdivision, Greater Lagro, Quezon City, after being duly sworn to in accordance with law hereby depose and state: That –

- I am the duly elected and appointed Corporate Secretary of Golden Summit 168 Realty and Development Corp. (the "Corporation"), a corporation duly organized and existing under and virtue of the laws of the Philippines, with principal place of business at B29 L2 Singkil St. Lagro Subdivision, Greater Lagro, Quezon City and SEC Registration No. CS201317486;
- On 14 April 2024, at which a quorum was present, the following resolutions were duly passed and approved by the Corporation, to wit:

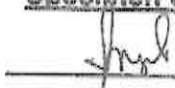
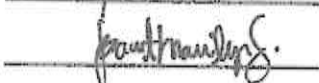
"RESOLVED, as it is hereby resolved, that Golden Summit 168 Realty and Development Corp (the "Company") be authorized to participate in the Public Bidding or Alternative Mode of Procurement pursuant to Republic Act No. 9184 (RA 9184) and its implementing rules and regulations, and other related laws and issuances, to be conducted by the City Government of Pasig the Project Lease of Venue for the Capacity Development Training and Seminar: "Conflict and Resolution Management" – Peace and Order Department, Public Safety Division under Reference Number R2 100-24-03-404 (the "Project");

RESOLVED FURTHER, in connection with the Company's participation in the public bidding or alternative mode of procurement for the Project, the person/s named herein shall be authorized to --

- Sign, execute, and deliver any and all documents and amendments thereto, including but not limited to forms, statements, undertakings, declarations and estimates necessary or relating to the Company's participation in the Project;
- Receive any and all notices, communication and information pertaining to the Project; and
- Execute and perform any and all acts necessary or appropriate to submit the bid and participate in the Project, and to sign and execute the ensuing contract for the Project.

as follows :

SOLE SIGNATURE:
(any one (1) of the following can sign alone)

<u>Name</u>	<u>Position</u>	<u>Specimen Signature</u>
Angelica Lim Andrada	Managing Director	
Marvilyn Barit	Account Manager	

These Resolutions have not been amended nor repealed and remains in full force and effect. Any modification, amendment or repeal shall only be binding upon actual receipt of an original copy of the modified, amended or new resolution.

IN WITNESS WHEREOF, I have hereunto set my hand this APR 19 2024 of _____ in DASIC CITY


Mikee Angelique Lim
Corporate Secretary

SUBSCRIBED AND SWORN to before me this APR 19 2024 at _____ Philippines. Affiant is personally known to me and was identified by me through competent evidence of identity as defined in in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant exhibited to me his/her _____ with his/her photograph and signature appearing thereon, with No. _____

WITNESS MY HAND and seal this

APR 19 2024

ATTY. GERALD P. RUBIO

Notary Public (Designated) - San Juan and Pateros

NAME OF NOTARY PUBLIC: _____

Serial No. of Commission: ROLL NO. 84083

Notary Public for _____ until TIP NO. 364108

Roll of Attorneys No. PTR NO. 1504020

PTR No. _____ (date, place issued) APPOINTMENT NO. 276 (2023-2024)

IBP No. _____ (date, place issued) EXEMPTION NO. VIII-BEP002249

Doc. No. 361 ;
Page No. 37 ;
Book No. 8 ;
Series of 1004 .

Note:

Sec. 12. Competent Evidence of Identity - The phrase "competent evidence of identity" refers to the identification of an individual based on:

At least one current identification document issued by an official agency bearing the photograph and signature of the affiant, such as but not limited to, passport, driver's license, Professional Regulations Commission ID, National Bureau of Investigation clearance, police clearance, postal ID, voter's ID, Barangay Certification, Government Service and Insurance System (GSIS) e-card, Social Security System (SSS) card, Philhealth card, Senior Citizen Card, Overseas Workers Welfare Administration (OWWA) ID, OFW ID, Seaman's Book, Alien Certificate of Registration/Immigrant Certificate of Registration, government office ID, Certification from the National Council for the Welfare of Disabled Persons (NCWDP), Department of Social Welfare and Development (DSWD) Certification.



ANNEX "B"

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	11 April 2024
Project Title	Lease of Venue for the Capacity Development Training and Seminar: "Conflict and Resolution Management" – Peace and Order Department, Public Safety Division
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
Request for Quotation (RFQ) No.	100-24-03-404
Approved Budget for the Contract	One Million Five Hundred Thousand Pesos (Php 1,500,000.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than <u>12 April 2024, 1:45 PM</u> at the Bids and Awards Committee (BAC) through the Procurement Management Office (BAC Secretariat Office), <u>4th Floor</u> , Pasig City Hall, San Nicolas, Pasig City. You may enclose all the documents in an envelope duly marked with the following details: 1. Title and reference number of the project (RFQ No.); and 2. Name, address and contact details (telephone/cellphone number and email address) of the bidder.
Date, Time and Place of the Negotiation	<u>12 April 2024, 2:00 PM</u> , 7 th Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall commence from 24 – 26 April 2024
NOTES	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



Description of Service Requirement	Offered Technical Proposal Please fill in with either: "Comply" or "Not Comply"
LEASE OF VENUE FOR THE CAPACITY DEVELOPMENT TRAINING AND SEMINAR: "CONFLICT AND RESOLUTION MANAGEMENT" UNDER RFQ NO. 100-24-03-404	
TECHNICAL SPECIFICATIONS/SCOPE OF WORK	
<ul style="list-style-type: none"> • 24 -- 26 April 2024 • Venue: Tanay, Rizal • Seminar for Three (3) days and Two (2) nights • Use of Projector and 2 wireless microphones • Use of amenities like function room and obstacle • With free WIFI connection inside the function hall (from 8 AM to 5 PM) • Unlimited flowing of coffee, tea (green or red), and water inside the function hall • Bottled water per room (depending on number of participants) 	Comply
<p>• 250 pax</p> <ul style="list-style-type: none"> • Modern Kubo (Fully air-conditioned) • Glamping units (5) • Glamping Units (4) • VIP room • Small private room • Large private room • Kubo with rooms (fan only) • Kubo big with bed and fan only • Kubo big without bed (fan only) • Kubo small (fan only) • Kubo big (fan only) <p>Day I</p> <ul style="list-style-type: none"> • AM Snack • Buffet lunch • PM Plated Snack • Dinner Buffet <p>Day II</p> <ul style="list-style-type: none"> • Buffet breakfast • AM plated Snack • Buffet lunch • PM plated snack • Dinner Buffet <p>Day III</p> <ul style="list-style-type: none"> • Buffet breakfast • AM plated Snack • Lunch buffet • Vento PM Snack 	Comply
FINANCIAL PROPOSAL	
Name of Project:	Grand Total Cost for the Lease of Venue

<p>LEASE OF VENUE FOR THE CAPACITY DEVELOPMENT TRAINING AND SEMINAR: "CONFLICT AND RESOLUTION MANAGEMENT" UNDER RFQ NO. 100-24-03-404</p>	<p style="text-align: center;">PHP <u>1,500,000.00</u> (Amount in Figures)</p> <hr/> <p style="text-align: center;"><u>One million five hundred thousand</u> <u>pesos</u></p> <hr/> <p style="text-align: center;">(Amount in words of Grand Total Cost)</p>
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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.

Conformed by: 
MARJELYN BANTAY
 Signature over printed Name

ACCOUNT MANAGER
 Position

Duly authorized to sign quotation/offer for and on behalf
 of _____ (Please indicate name of company)



ANNEX "B"

Terms of Reference:

Job Title : "Conflict and Resolution Management"


Purpose : Capacity Development Training and Seminar 2024

Dept./ Division : Peace and Order Department/ Public Safety Division

- April 24 to 26, 2024
- Seminar for three (3) days and two (2) nights
- Use of Projector and 2 wireless microphones
- Use of amenities like function room and obstacle
- With Free WIFI Connection inside the function hall (from 8am to 5pm)
- Unlimited Flowing of Coffee, Tea (green or red) and water inside the Function Hall
- Bottled water per rooms (depending on number of participants)

Item No.:	Qty.	Unit of Issue	Item Description
1.	250	pax	<ul style="list-style-type: none"> ▪ Modern Kubo (Fully airconditioned) ▪ Glamping Units (5) ▪ Glamping Units (4) ▪ VIP room ▪ Small Private Room ▪ Large Private Room ▪ Kubo with rooms (fan only) ▪ Kubo Big with bed and fan only ▪ Kubo Big without bed (fan only) ▪ Kubo Small (fan only) ▪ Kubo Big (fan only) DAY I ▪ AM Snack ▪ Buffet Lunch ▪ PM Plated Snack ▪ Dinner Buffet DAY II ▪ Buffet Breakfast ▪ AM Plated Snack ▪ Buffet Lunch ▪ PM Plated Snack ▪ Dinner Buffet DAY III ▪ Buffet Breakfast ▪ AM Plated Snack ▪ Lunch Buffet ▪ Vento PM Snack

Prepared by:


Criselda O. Custodio
 Procurement Officer
 POD-PSD

