

# 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 FIRST VILLA CRISTINA HOTEL & RESORT, INC. (CRISTINA VILLAS MOUNTAIN RESORT & HOTEL)**, a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at Cristina Villa, Taktak Road, Sta.Cruz, Antipolo City herein represented by **EMMANUEL DJ. MARIÑAS**, President, pursuant to the Secretary Certificate attached hereto as Annex "A" hereof, herein referred to as the "LESSOR";

Each of the LESSEE and the LESSOR may be referred to as a "PARTY" and collectively as "PARTIES".

The parties hereto represent that they possess the capacity and authority to enter into this Contract of Lease.

WITNESSETH:

**WHEREAS**, the **LESSEE** has a lease requirement for venue under Purchase Request No. 100-22-09-6225 for the **Lease of Venue for the Seminar and Training of the Kabataan Rescue Patrol Division** from November 12, 2022 to November 13, 2022;

**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 09 November 2022, 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 FIRST VILLA CRISTINA HOTEL & RESORT, INC. (CRISTINA VILLAS MOUNTAIN RESORT & HOTEL)**;

**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 Twenty Four Thousand Three Hundred Pesos Only (Php 124,300.00)**;

**WHEREAS**, the **LESSEE** accepted the **LESSOR's** offer and awarded the project to the **LESSOR** in accordance with the Implementing Rules and Regulations of Republic Act No. 9184;

**NOW, THEREFORE**, in view of the foregoing premises and for and in consideration of mutual covenants and undertakings, the parties hereto have agreed as follows:

## **ARTICLE I SUBJECT OF THE LEASE**

This Contract of Lease shall cover all the items found in the Request for Quotation (RFQ) / Revised 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 November 12, 2022 to November 13, 2022.

## **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 FIRST VILLA CRISTINA HOTEL & RESORT, INC. (CRISTINA VILLAS MOUNTAIN RESORT & HOTEL)** from the receipt of 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 Twenty Four Thousand Three Hundred Pesos Only (Php 124,300.00)**.

## **ARTICLE IV AMENDMENT AND EXCLUSIVITY**

1. This Contract of Lease constitutes the entire agreement between the parties hereto and all previous agreements between the parties relative to the Leased Premises and ancillary services therein, are hereby superseded by this

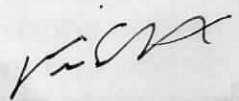
arising from the declaration of nullity of this Contract of Lease in part or in its entirety and in cases arising after or by reason of the declaration of nullity of this contract, whether in part or in its entirety.

IN WITNESS WHEREOF, the parties hereto set their hands this 11 day of NOV, 2022 at **Pasig City**.

**CITY OF PASIG**

**THE FIRST VILLA CRISTINA HOTEL & RESORT, INC. (CRISTINA VILLAS MOUNTAIN RESORT & HOTEL)**

By:



**HON. VICTOR MA. REGIS N. SOTTO**  
City Mayor

By:



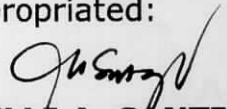
**EMMANUEL DJ. MARIÑAS**  
President

**WITNESSES:**

(Printed Name and Signature)

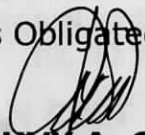
(Printed Name and Signature)

Funds Appropriated:



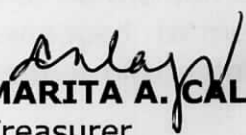
**MARTINELLI A. SANTIAGO**  
OIC - City Budget Office

Funds Obligated:



**MS. JUVY A. CUENCO**  
OIC - City Accounting Office  
100-2022-1020 R.P. - 1332

Funds Available:



**MS. MARITA A. CALAJE**  
City Treasurer

Recommending Approval:



**RODRIGO M. DE DIOS**  
City Government Department II