

## 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. ROBERT VINCENT JUDE B. JAWORSKI, JR.**, in his capacity as City Vice Mayor, hereinafter referred to as the "LESSEE";

- and -

**SERENITY VIEW RESORT PROPERTY 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 Purok 102 Poblete St. Maharlika West, Tagaytay City, herein represented by **JANIKKA MAE OBRAS URBAÑEZ**, 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 Purchase Request No. 100-23-03-526 for the **Lease of Venue for Sangguniang Panlungsod, Secretary of the Sanggunian, and the City Vice Mayor Office Strategic Planning Seminar Workshop 2023** from March 22, 2023 to March 25, 2023;

**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 17 March 2023, 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 Escala Tagaytay Hotel under **SERENITY VIEW RESORT PROPERTY INC.**;

**WHEREAS**, considering all of the legal requisites, and finding the LESSOR's  
CONTRACT NO. 100-23-03-526

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 Eight Hundred Thirty Six Thousand Pesos (Php 1,836,000.00)**;

**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 March 22, 2023 to March 25, 2023.

#### **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 **SERENITY VIEW RESORT PROPERTY 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 **One Million Eight Hundred Thirty Six Thousand Pesos (Php 1,836,000.00)**.

#### **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.

**CONTRACT NO. 100-23-03-526**

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 17  
day of MAY, 2023 at **Pasig City**.

**CITY OF PASIG**

**SERENITY VIEW RESORT  
PROPERTY INC.**

By:

By:

  
**ROBERT VINCENT JUDE B.  
JAWORSKI, JR.**  
City Vice Mayor

  
**JANIKKA MAE OBRAS  
URBAÑEZ**  
Authorized Representative

**WITNESSES:**


(Printed Name and Signature)

(Printed Name and Signature)

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Funds Appropriated:

Funds Obligated:

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

  
**MS. JUVY A. CUENCO**  
City Accountant  
100-2023-03-0010-1021

Funds Available:

Recommending Approval:

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

  
**COUN. MARION ROSALIO M.  
MARTIRES**  
Sangguniang Panlungsod Member II

**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 **MAR 21 2023**, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
<b>JANIKKA MAE OBRAS URBANEZ</b>	Postal ID PIN 859720590216 P	Exp 29 sept 2025

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. 393  
Page No. 80  
Book No. 19  
Series of 2023

**ATTY. CARLOS C. ABESAMIS**  
Notary Public-Pasig City  
Until December 31, 2023  
ROLL NO. 43288  
IBP LIFETIME NO. 08352  
PTR NO. 9004628  
APPOINTMENT NO. 25 (2022-2023)  
MCLE COMPLIANCE NO. VI-0030466  
TIN NO. 127-509-331-00000

**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of **MAR 21 2023**, 2023, personally appeared Robert Vincent Jude B. Jaworski, Jr., 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. 394  
Page No. 80  
Book No. 19  
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**ATTY. CARLOS C. ABESAMIS**  
Notary Public-Pasig City  
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MCLE COMPLIANCE NO. VI-0030466  
TIN NO. 127-509-331-00000

**CONTRACT NO. 100-23-03-526**

**SECRETARY'S CERTIFICATE**

KNOW ALL MEN BY THESE PRESENTS:

I, **CAROLINA H. ROMOBIO**, of legal age, Filipino, with office address at Second Floor, Renaissance Tower, Meralco Avenue, Pasig City after having been duly sworn in accordance with law, hereby depose and say that:

1. I am the Corporate Secretary of **SERENITY VIEW RESORT PROPERTY, INC.**, a corporation duly organized and existing under and by virtue of the laws of the Philippines, with office address at Second Floor, Renaissance Tower, Meralco Avenue, Pasig City (the "Corporation");

2. During the special meeting of the Board of Directors of the said Corporation held on March 7, 2023, at which meeting a quorum was present and acting throughout, the following resolutions were approved and adopted.

"RESOLVED as it is hereby resolved that the Corporation authorizes its Assistant Sales Manager for Corporate Events, **JANIKKA MAE OBRAS URBAÑEZ** to deal and handle, and liaison with the City Government of Pasig in connection with their corporate requirements for the conduct of a seminar, meeting and/or conference at Escala Tagaytay Hotel and for that purpose she is authorized to upload and maintain in the Philippine Government Procurement System (PS-PhilGEPS), a current and updated file of the Class A eligibility documents as provided under the law.

RESOLVED FURTHER, that **Ms. JANIKKA MAE OBRAS URBAÑEZ** is authorized as its corporate official representative to handle City Government of Pasig's event and to provide necessary information and to sign pertinent documents for the said event. "

3. That the foregoing resolution is in accordance with records of the Corporation and the same has not been cancelled, revoked or modified.

IN WITNESS WHEREOF, I have hereunto set my hands this <sup>MAY 17 2023</sup> day of \_\_\_\_\_ at PASIG CITY

  
**CAROLINA H. ROMOBIO**  
Corporate Secretary  
<sup>MAY 17 2023</sup>

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2023, affiant exhibiting to me her SC No. 17-19786 issued on September 20, 2017 at Cainta, Rizal.

Doc. No. 118  
Page No. 21  
Book No. I  
Series of 2023.

  
**CHRISTIAN H. SORITA**  
Notary Public for Pasig, San Juan & Pateros  
First Floor, Renaissance 1000 Tower D,  
Meralco Avenue, Pasig City 1605  
Roll of Attorneys No. 52539  
Appointment No. 205 (2022-2023)  
Commission Expires on December 31, 2023  
PTR No. 0285322, 2/06/2023; Pasig City  
Lifetime IBP No. 010223; 10-17-2011; Pasig City  
MCLE Compliance No. VIII - 0000183  
Issued on 16 August 2022



ANNEX "B"

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

<b>Date</b>	:	16 March 2023
<b>Project Title</b>	:	Lease of Venue for Sangguniang Panlungsod, Secretary of the Sanggunian, and the City Vice Mayor Office Strategic Planning Seminar- Workshop 2023- Sangguniang Panlungsod
<b>Mode of Procurement</b>	:	Negotiated Procurement (Lease of Real Property or Venue)
<b>RFQ No.</b>	:	100-23—03-526
<b>Approved Budget for the Contract</b>	:	Two Million Four Hundred Forty Thousand (Php2,440,000.00)
<b>Deadline and Place for the Submission of Quotation</b>	:	Please submit the accomplished Quotation and required documents not later than 17 March 2023, 2:00 PM at the Bids and Awards Committee (BAC) through the <b>Procurement Management Office (BAC Secretariat Office), 4<sup>th</sup> Floor, Pasig City Hall, San Nicolas, Pasig City.</b>  You may enclose all the documents in an envelope duly marked with the following details:  1. Title and reference number of the project (Purchase Request No.); and 2. Name, address and contact details (telephone/cellphone number and email address) of the bidder.
<b>Date, Time and Place of the Negotiation</b>	:	17 March 2023, (Friday) 2:00 PM, 7 <sup>th</sup> Floor, Meeting Room, Pasig City Hall
<b>TERMS</b>	:	The lease contract shall commence from <b>March 22, 2023 to March 25, 2022</b>
<b>NOTES</b>	:	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.

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.

  
ATTY. PONCE MIGUEL D. LOPEZ

Officer in Charge, Procurement Management Office

Description of Service Requirement	Offered Technical Proposal  Please fill in with either: "Comply" or "Not Comply"								
<b>Lease of Venue for the Sangguniang Panglungsod, Secretary of the Sanggunian, and the City Vice Mayor Office Strategic Planning Seminar-Workshop 2023 – Sangguniang Panlungsod under PR No. 100-23-03-526</b>									
<b>TECHNICAL SPECIFICATIONS/SCOPE OF WORK</b>									
<p>I. Number of days: 3.5 days</p> <p>II. Desired Venue and or Function: Outside Metro Manila – Tagaytay</p> <p>III. Live -in for 80 pax</p> <p>IV. Type of Accommodation:</p> <ul style="list-style-type: none"> <li>• Board and Lodging (Full Board)</li> <li>○ Two (2) Twin sharing rooms.</li> <li>○ Two (2) one-bedroom premier rooms, Twelve (12) Single rooms, and Twenty (20) Twin sharing rooms</li> <li>○ Complimentary buffet breakfast for the participants</li> <li>○ Complimentary bottles of mineral water per guest in guest rooms, replenished daily</li> <li>○ 24-hours Hot and Cold Shower</li> <li>○ Free access and use of the pool, and other amenities</li> <li>○ Sanitized beddings, rooms, and restrooms</li> <li>• Arrival: 2:00 PM (March 22,2023)- Advance party; 2:00 PM (March 23,2023)</li> <li>• Check-out Time: 12:00 NN (March 25, 2023)</li> <li>• Function Room/Venue of Seminar</li> <li>○ Can accommodate 80 participants, flexible for group activities/ workshop</li> <li>○ Well-lighted and well-ventilated</li> <li>○ Availability of audio-visual equipment with standby assistant: <ul style="list-style-type: none"> <li>✔ Use of LCD projector with screen</li> <li>✔ Use of whiteboard with whiteboard pen and eraser</li> <li>✔ Complete set of sound system</li> <li>✔ At least six (6) extension cords</li> <li>✔ At least four (4) wireless microphones with two (2) microphone stands, and</li> <li>✔ Lectern</li> </ul> </li> <li>○ Unlimited free access to Internet/ Wi-Fi in all areas of the venue</li> <li>○ Use of venue at least eight (8) hours per day</li> <li>○ Function room Set- up: Classroom Type</li> <li>○ Three (3) tables for the Secretariat (Registration area)</li> <li>○ Mints, paper and pencil</li> </ul>									
<p><b>Meals Requirements</b></p> <p>First Meal: March 23, 2023 PM - Snacks</p> <p>Last Meal: March 25, 2023 PM - Breakfast</p> <table border="1" data-bbox="224 2179 1032 2292"> <thead> <tr> <th>MEALS</th> <th>Day 1</th> <th>Day 2</th> <th>Day 3</th> </tr> </thead> <tbody> <tr> <td>AM Snack</td> <td></td> <td style="text-align: center;">✔</td> <td style="text-align: center;">✔</td> </tr> </tbody> </table>	MEALS	Day 1	Day 2	Day 3	AM Snack		✔	✔	
MEALS	Day 1	Day 2	Day 3						
AM Snack		✔	✔						



Lunch		✓	
PM Snack	✓	✓	
Dinner	✓	✓	

• For Lunch and dinner: 3 main dishes (fish; choice of meat: chicken, pork, or beef; and vegetables), soup, rice, dessert, drinks  
 • AM and PM Snacks: sandwich or pasta; with drinks  
 • Free flowing coffee and/or tea

**Other Requirements:**

- **Exclusive Venue** (no other events on given dates within vicinity) for the safety and security of our participants
- 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 20 vehicles
- With 24-hour security, front-desk and housekeeping service

**FINANCIAL PROPOSAL**

Name of Project	Grand Total Cost for the Lease of Venue
<b>Lease of Venue for the Sangguniang Panglungsod, Secretary of the Sanggunian, and the City Vice Mayor Office Strategic Planning Seminar-Workshop 2023 - Sangguniang Panlungsod under PR No. 100-23-03-526</b>	PhP _____ <b>(Amount in Figures)</b>
	_____ _____ _____
	<b>(Amount in words of Grand Total Cost)</b>

**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).
2. Income Tax Return - (i) Annual ITR for the immediately preceding year; or (ii) latest submitted Quarterly ITRs together with latest available Annual ITR (If Annual ITR for the immediately preceding year is not yet available).
3. Philippine Government Electronic Procurement System (PhilGEPS) Registration Number or a valid PhilGEPS Registration Certificate;

4. Accomplished and notarized Omnibus Sworn Statement. -  
([https://www.gppb.gov.ph/assets/forms/Omnibus%20Sworn%20Statement\(Revised\).docx](https://www.gppb.gov.ph/assets/forms/Omnibus%20Sworn%20Statement(Revised).docx))

5. Original or Certified True Copy of 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), to the provisions of the draft Contract of Lease and to the rules and regulations of the City Government of Pasig.

We understand that City Government of Pasig is not bound to accept the lowest or any bid it may receive.

**Conforme:**

\_\_\_\_\_  
Signature over printed Name

\_\_\_\_\_  
Position

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

TERMS OF REFERENCE

ANNEX "B"

Technical Specification

Activity Title: **SANGGUNIANG PANLUNGSOD, SECRETARY OF THE SANGGUNIANG, AND CITY VICE MAYOR OFFICE STRATEGIC PLANNING SEMINAR-WORKSHOP 2023**

*A Local government workshop/seminar strategic planning for utilization of the 2023 Budget.*

DATE OF ACTIVITY	Estimated Number of Pax	Number of Days
March 22-25, 2023	4 pax (Secretariat/admin)	4 Days of food, accommodation, and use of the venue
March 23-25, 2023	76 pax (Vice Mayor, City Council, Resource Speakers, Guests, and Staff)	3 Days of food, accommodation, and use of the venue

- I. Number of Days: 3.5 Days
- II. Desired Venue and/or Function: outside Metro Manila – Tagaytay
- III. Live-In for 80pax
- IV. Type of Accommodation:
  - Board and Lodging (Full Board)
    - Two (2) Twin sharing rooms.
    - Two (2) one-bedroom premier rooms, Twelve (12) Single rooms, and Twenty (20) Twin sharing rooms.
    - Complimentary buffet breakfast for the participants
    - Complimentary bottles of mineral water per guest in guest rooms, replenished daily
    - 24-Hours Hot and Cold Shower
    - Free access and use of the pool, and other amenities
    - Sanitized Beddings, Rooms, and Restrooms
      - Arrival : 2:00 PM (March 22, 2023) *Advance party*  
2:00 PM (March 23, 2023)
      - Check-Out Time: : 12:00 NN (March 25, 2023)
  - Function Room/Venue of Seminar
    - Can accommodate 80 participants, flexible for group activities/workshop
    - Well-lighted and well-ventilated
    - Availability of audio-visual equipment with a stand-by assistant:
      - Use of LCD projector with screen
      - Use of the whiteboard with a whiteboard pen & eraser
      - Complete set of sound system

- At least six (6) extension cords
  - At least four (4) wireless microphones with two (2) microphone stands, and
  - Lecter
  - Unlimited free access to internet/WIFI in all areas of the venue
  - Use of Venue at least eight (8) hours per day.
  - Function Room Set-up: Classroom type
  - Three (3) tables for the secretariat (Registration Area)
  - Mints, paper, and pencil
- Meal Requirements
    - First Meal: March 23, 2023 PM snack
    - Last Meal: March 25, 2023 Breakfast

<i>MEALS</i>	<i>Day 1</i>	<i>Day 2</i>	<i>Day 3</i>
AM Snack		✓	✓
Lunch		✓	
PM Snack	✓	✓	
Dinner	✓	✓	

- For Lunch and dinner: 3 main dishes (fish; choice of meat: chicken, pork or beef; and vegetables), soup, rice, dessert, drinks
  - AM and PM Snacks: Sandwich or Pasta; with drinks
  - Free-flowing coffee and/or tea
- Other Requirements
    - **Exclusive Venue** (no other events on given dates within the vicinity) for the safety and security of our participants.
    - Maintaining cleanliness-function hall, restrooms, sleeping quarters, hallway, coffee/tea area, and dining area
    - Provision for a backdrop for the activity
    - With a parking area for at least twenty (20) vehicles
    - With 24-hour security, front-desk, and housekeeping services.

Prepared By

**Hon. MARION ROSALIO M. MARTIRES**  
 City Councilor  
 Chairman of Appropriations, Ways and Means