

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., a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at Taktak Road Sta. Cruz, Antipolo City herein represented by **EMMANUEL J. MARIÑAS**, 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. 100-23-04-762 for the **Lease of Venue for the Conduct of Mid-Year Assessment** for the **Procurement Management Office** from June 6 to 7, 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 one (1) potential lessor responded;

WHEREAS, on 24 May 2023, the **LESSEE**, through its BAC, conducted negotiation and evaluation and found the **LESSOR's** quotation to be responsive;

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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.**;

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 Fifty Seven Thousand Three Hundred Pesos (Php 257,300.00)**;

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) / 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 6 to 7 June 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 **THE FIRST VILLA CRISTINA HOTEL & 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 Fifty Seven Thousand Three Hundred Pesos (Php 257,300.00)**.

**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 Contract of Lease.

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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 30 MAY 2023 day of _____, 2023 at **Pasig City**.


CITY OF PASIG

**THE FIRST VILLA CRISTINA
HOTEL & RESORT, INC.,**

By:

By:


HON. VICTOR MA. REGIS N. SOTTO
City Mayor


EMMANUEL J. MARIÑAS
Authorized Representative

WITNESSES:

(Printed Name and Signature)

(Printed Name and Signature)

Funds Appropriated:

Funds Obligated:


MS. MARTINELLIA A. SANTIAGO
OIC - City Budget Office


MS. JUVY A. CUENCO
City Accountant

Funds Available:

Recommending Approval:


MS. MARITA A. CALAJE
City Treasurer


ATTY. PONCE MIGUEL D. LOPEZ
OIC- Procurement Management Office

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of **ANTIPOLO CITY**) S.S.

BEFORE ME, a Notary Public for and in the City of **ANTIPOLO CITY**, on this day of **MAY 30 2023**, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
EMMANUEL J. MARIÑAS	MMID ID NO. 0111-4445892-8	NONE EXPIRY

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.

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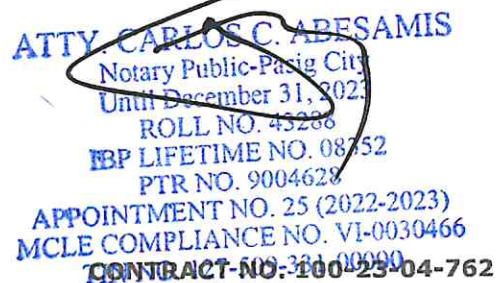
ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of **JUN 05 2023**, 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.

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REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	19 May 2023
Project Title	Lease of Venue for the Conduct of Mid-Year Assessment- Procurement Management Office
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
RFQ No.	100-23-04-762
Approved Budget for the Contract	Two Hundred Seventy One Thousand One Hundred Eighty Pesos (Php 271,180.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than 24 May 2023, 1:45 PM at the Bids and Awards Committee (BAC) through the Procurement Management Office (BAC Secretariat Office), 4 th Floor, 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 (Purchase Request No.); and 2. Name, address and contact details (telephone/cellphone number and email address) of the bidder.
Date, Time and Place of the Negotiation	24 May 2023, 2:00 PM, 7 th Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall commence from June 6, 2023 to June 7, 2023
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.

ATTY. PONCE MIGUEL D. LOPEZ
Officer in Charge, Procurement Management Office



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ANNEX "B"

TERMS OF REFERENCE

**Lease of Venue for the Conduct of Mid-Year Evaluation and Team Building for
Procurement Management Office**

P.R. No. 100-23-04-762

Date of Activity	Est. Number of Pax	Number of Days	Unit Cost	Budget Estimate
June 6-7, 2023	70	2D/1N	Php 3,874.00	Php 271,180.00

- I. **Number of Days:** 2 days/1 night
- II. **Desired Venue:** Any hotel/venue within Rizal Province that can provide team building activities with in-house facilitators at the same time has a function room to conduct an internal session
 - a. **Type of Accommodation:** Live-in workshop
 - b. **Arrival:** June 6, 2023, 8:00 AM
 - c. **Departure:** June 7, 2023, 3:00 PM
- III. **Function Room Requirements:**
 - a. Use of function/conference room, that can comfortably accommodate 70 pax, for the activity on June 6, 2023 from 8:00 AM to 5:00 PM (amenable for extension upon need/request); June 7, 2023 from 8:00 AM to 3:00 PM
 - b. Provides Team Building Activities
 - c. Onsite Emergency Medical Technician
 - d. With free use of unlimited, stable internet connection
 - e. Audio-Visual Equipment (at least 2 microphones, 2 extension cords, 1 LCD Projector and screen, tables and chairs)
- IV. **Meal Requirements:**
 - a. For BREAKFAST, LUNCH, & DINNER: Buffet Style
 - b. For AM and PM Snacks: sandwich or pasta; with drinks
 - c. Free-flowing coffee/juice/tea

MEALS	Day 1 June 6, 2023	Day 2 June 7, 2023
Breakfast		✓
AM Snacks	✓	✓
Lunch	✓	✓

PM Snacks	✓	✓
Dinner	✓	

V. **Other Requirements:**

- a. Maintaining Cleanliness – Function Hall, restrooms, sleeping quarters, hallway, coffee/tea area, and dining area
- b. With appropriate parking area for at least 10 vehicles.
- c. With 24-Hour security, front-desk, and housekeeping service

Prepared by:


MARIA KRISTINA L. RAYMUNDO
Procurement Management Office

Noted by:


ATTY. PONCE MIGUEL D. LOPEZ
Officer in Charge, Procurement Management Office