

## 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 -

**OAKRIDGE PROPERTIES, 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 25 ADB Ave., San Antonio, Pasig City, herein represented by **JANICE AIRENE Z. TIAMBENG**, 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. **100-23-02-326** for the **Lease of Venue for the Coaching on Performance Management – Human Resource Development Office** from **26 to 28 March 2023; 23 to 25 April 2023; 28 to 30 May 2023; 25 to 27 June 2023; 23 to 25 July 2023 and 21 to 23 August 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 22 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 Discovery Suites;

CONTRACT NO. 100-23-02-326

**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 Two Hundred Sixty Four Thousand Eight Hundred Pesos (Php 1,264,800.00)**;

**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 to 28 March 2023; 23 to 25 April 2023; 28 to 30 May 2023; 25 to 27 June 2023; 23 to 25 July 2023 and 21 to 23 August 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 **OAKRIDGE PROPERTIES, 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 Two Hundred Sixty Four Thousand Eight Hundred Pesos (Php 1,264,800.00)**.

#### **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

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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 24  
day of March, 2023 at **Pasig City**.

**CITY OF PASIG**

**OAKRIDGE PROPERTIES, INC.**

By:

By:

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

  
**JANICE AIRENE Z. TIAMBENG**  
Authorized Representative

**WITNESSES:**

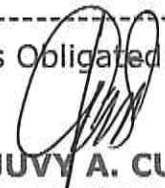
(Printed Name and Signature)

(Printed Name and Signature)

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Funds Appropriated:

Funds Obligated:

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

  
**MS. JUVY A. CUENCO**  
City Accountant  
100-2023-02-0133, 1072

Funds Available:

Recommending Approval:

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

  
**ELVIRA R. FLORES**  
City Govt. Dept. Head II (HRDO)

**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 24 2023**, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
<b>JANICE AIRENE Z. TIAMBENG</b>	DRIVERS LICENSE NOI-10-001054	2024 / 01 / 31 PHILIPPINES

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. 323  
Page No. 66  
Book No. 83  
Series of 2023

*Lm Amon*  
**ATTY. LETICIA M. AMON**  
Notary Public  
Pasig, Pateros & San Juan  
Valid Until December 31, 2023  
Roll No. 22188  
PTR AA No. 0112306/01-03-23  
Lifetime IBP Member No. 04286  
Official Receipt No. 574709, IBP Chapter  
MCLE Compliance No. VII-0000050/6-18-2019  
Ground Flr. Armal Centre, U. Velasco, Ave.,  
Malibon, Pasig City

**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of **MAR 24 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.

Doc. No. 146  
Page No. 31  
Book No. 70  
Series of 2023

**ATTY. CARLOS C. ABESAMIS**  
Notary Public-Pasig City  
Until December 31, 2023  
ROLL NO. 43288  
IBP LIFETIME MC 08252  
PTR NO. 9004628  
APPOINTMENT NO. 25 (2022-2023)  
MCLE COMPLIANCE NO. VI-0030466  
TIN NO. 127-509-331-00000


**PROCUREMENT MANAGEMENT OFFICE**
**REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION**


<b>Date</b>	: 20 March 2023
<b>Project Title</b>	: Lease of Venue for the Coaching on Performance Management – Human Resource Development Office
<b>Mode of Procurement</b>	: Negotiated Procurement (Lease of Real Property or Venue)
<b>RFQ No.</b>	: 100-23-02-326
<b>Approved Budget for the Contract</b>	: <b>One Million Six Hundred Thirty Two Thousand Pesos (Php 1,623,000.00)</b>
<b>Deadline and Place for the Submission of Quotation</b>	: Please submit the accomplished Quotation and required documents not later than <u>22 March 2023, 1:45 PM</u> 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>	: 22 March 2023, 2:00 PM, 7 <sup>th</sup> Floor, Meeting Room, Pasig City Hall
<b>TERMS</b>	: The lease contract shall commence from <b>26 to 28 March 2023; 23 to 25 April 2023; 28 to 30 May 2023; 25 to 27 June 2023; 23 to 25 July 2023 and 21 to 23 August 2023</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](mailto: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 Coaching on Performance Management – Human Resource Development Office under PR No. 100-23-02-326</b>	
<b>TECHNICAL SPECIFICATIONS/SCOPE OF WORK</b>	
<p><b>Live-In Workshop</b></p> <p><b>Arrival:</b> March 26, April 23, May 28, June 25, July 23 and August 21, 2023.</p> <ul style="list-style-type: none"> <li>• Speakers/ Secretariat: 2:00 PM</li> </ul> <p><b>Arrival:</b> March 27, April 24, May 29, June 26, July 24, Aug. 22)</p> <ul style="list-style-type: none"> <li>• Participants: 8:00 AM</li> </ul> <p><b>Check Out Time:</b> March 28, April 25, May 30, June 27, July 26 and August 23, 2023</p> <ul style="list-style-type: none"> <li>• 5:00 PM</li> </ul>	
<p><b>26 to 28 March 2023; 23 to 25 April 2023; 28 to 30 May 2023; 25 to 27 June 2023; 23 to 25 July 2023 and 21 to 23 August 2023</b></p> <p>Number of Days: 3 days 2 nights</p> <p>Desired Venue and/or Function: within Metro Manila – Ortigas Area</p>	
<p><b>Board and Lodging (Full Board)</b></p> <ul style="list-style-type: none"> <li>➤ Four (4) Double-Sharing Room for secretariat and speakers</li> <li>➤ Complimentary breakfast</li> <li>➤ Sanitized Beddings, Rooms and Restrooms</li> </ul>	
<p><b>Function Room Requirements</b></p> <ul style="list-style-type: none"> <li>• Can accommodate 50 pax, flexible for group activities/workshops</li> <li>• Well-lighted and well-ventilated</li> <li>• Availability of audio-visual equipment with stand-by assistant: <ul style="list-style-type: none"> <li>➤ Use of LCD projector and wide screen</li> <li>➤ Use of whiteboard with whiteboard pen &amp; eraser, easel sheets/flip charts</li> <li>➤ Complete Set of sound system</li> <li>➤ At least two (2) extension cords</li> <li>➤ At least two (2) wireless microphones with one (1) microphone stand</li> </ul> </li> <li>• Unlimited free access to internet/WIFI in all areas of venue</li> <li>• Use of venue for at least 10 hours</li> <li>• Function room set-up: fishbone type</li> <li>• Three (3) tables for the Secretariat &amp; Secretary ((1) Registration Area &amp; (2) at the function room for technical &amp; speakers)</li> <li>• Mints, papers and pencil/ballpen</li> </ul>	

**Meals Requirements**

**First Meal:** March 26, April 23, May 28, June 25, July 23 and August 21, 2023.

- Dinner for 8 pax (speakers/secretariat)

**First Meal/Participants:** March 27, April 24, May 29, June 26, July 24 and August 22, 2023.

- AM snack for 50 pax

**Last Meal:** March 28, April 25, May 30, June 27, July 25 and August 23, 2023.

- PM snack for 50 pax

MEALS	Day 0	Day 1	Day 2
AM Snacks		✓	✓
Lunch		✓	✓
PM Snacks		✓	✓
Dinner	✓ 8 pax	8 pax	

- For lunch and dinner: 3 main dish (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:**

- 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 10 vehicles
- With 24-hour security, front-desk and housekeeping service
- Dates can be re-booked in case of emergency/unforeseen circumstances
- No pillars on the function room
- Compliant to Equal Employment Opportunity Policy (EEO)
- Easy access of comfort room
- With ramp
- First aid kits available when needed

With a passing rate of at least 90% in market analysis

**FINANCIAL PROPOSAL**

Name of Project	Grand Total Cost for the Lease of Venue
Lease of Venue for the Coaching on Performance Management – Human Resource Development Office	PhP _____ (Amount in Figures)





## TERMS OF REFERENCE

Technical Specifications

<i>Activity Title</i>	COACHING ON PERFORMANCE MANAGEMENT			
DATE OF ACTIVITY	Estimated Number of Paxs	Number of Days	Unit Cost	Budget Estimates
March 27-28,2023	50 pax	2 days (AM/PM snacks, lunch)	2,000.00	200,000.00
March 26-28,2023	4 rooms	2 nights	6,000.00	48,000.00
March 26-27,2023	8 pax	2 days (Plated dinner)	1,500.00	24,000.00
April 24-25,2023	50 pax	2 days (AM/PM snacks, lunch)	2,000.00	200,000.00
April 23-25,2023	4 rooms	2 nights	6,000.00	48,000.00
April 23-24,2023	8 pax	2 days (Plated dinner)	1,500.00	24,000.00
May 29-30,2023	50 pax	2 days (AM/PM snacks, lunch)	2,000.00	200,000.00
May 28-30,2023	4 rooms	2 nights	6,000.00	48,000.00
May 28-29,2023	8 pax	2 days (Plated dinner)	1,500.00	24,000.00
June 26-27,2023	50 pax	2 days (AM/PM snacks, lunch)	2,000.00	200,000.00
June 25-27,2023	4 rooms	2 nights	6,000.00	48,000.00
June 25-26,2023	8 pax	2 days (Plated dinner)	1,500.00	24,000.00
July 24-26,2023	50 pax	2 days (AM/PM snacks, lunch)	2,000.00	200,000.00
July 23-25,2023	4 rooms	2 nights	6,000.00	48,000.00
July 23-24,2023	8 pax	2 days (Plated dinner)	1,500.00	24,000.00
August 22-23,2023	50 pax	2 days (AM/PM snacks, lunch)	2,000.00	200,000.00
August 21-23,2023	4 rooms	2 nights	6,000.00	48,000.00
August 21-22,2023	8 pax	2 days (Plated dinner)	1,500.00	24,000.00

- I. *Number of Days: 3 days 2 nights*
- II. *Desired Venue and/or Function: within Metro Manila – Ortigas Area*
- III. *Type of Accommodation:*

- *Board and Lodging (Full Board)*

- > *Four (4) Double-Sharing Room for secretariat and speakers*
- > *\*Complimentary breakfast*
- > *Sanitized Beddings, Rooms and Restrooms*

- *Arrival : 2:00 pm (March 26, April 23, May 28, June 25, July 23, Aug. 21, 2023) Speakers/Secretariat*

*8:00 am (March 27, April 24, May 29, June 26, July 24, Aug. 22, 2023) participants*

- *Check-out time : 5:00 pm (March 28, April 25, May 30, June 27, July 26, Aug. 23, 2023)*

<ul style="list-style-type: none"> <li>• <i>Can accommodate 50 pax per batch, flexible for group activities/workshops</i></li> </ul>
<ul style="list-style-type: none"> <li>• <i>Well-lighted and well-ventilated</i></li> </ul>
<ul style="list-style-type: none"> <li>• <i>Availability of audio-visual equipment with stand-by assistant:</i> <ul style="list-style-type: none"> <li>○ <i>Use of LCD projector with screen</i></li> <li>○ <i>Use of whiteboard with whiteboard pen &amp; eraser, easel sheets/ flip charts</i></li> <li>○ <i>Complete set of sound system</i></li> <li>○ <i>At least two (2) extension cords</i></li> <li>○ <i>At least two (2) wireless microphones with one (1) microphone stand</i></li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• <i>Unlimited free access to internet /WIFI in all areas of venue</i></li> </ul>
<ul style="list-style-type: none"> <li>• <i>Use of venue for atleast 10 hours</i></li> </ul>
<ul style="list-style-type: none"> <li>• <i>Function room set-up: fishbone type</i></li> </ul>
<ul style="list-style-type: none"> <li>• <i>Three (3) tables for the Secretariat &amp; Secretary ((1)Registration Area &amp; (2) at the Function room for technical &amp; speakers)</i></li> </ul>
<ul style="list-style-type: none"> <li>• <i>Mints, paper and pencil/ ballpen</i></li> </ul>

**Meals Requirements:**

- *First Meal: March 26, April 23, May 28, June 25, July 23, Aug. 21, 2023– Dinner for 8 pax (speakers/secretariat)*
- *First Meal: March 27, April 24, May 29, June 26, July 24, Aug. 22, 2023 – AM snack for 50 pax*
- *Last Meal: March 28, April 25, May 30, June 27, July 26, Aug. 23, 2023– PM snacks for 50 pax*

<i>MEALS</i>	<i>Day 0</i>	<i>Day 1</i>	<i>Day 2</i>
<i>AM Snacks</i>		✓	✓
<i>Lunch</i>		✓	✓
<i>PM Snacks</i>		✓	✓
<i>Dinner</i>	<i>8 pax</i>	<i>8 pax</i>	

- *For lunch and dinner: 3 main dish (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 Requirement/s:**

- *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 10 vehicles*
- *With 24-hour security, front-desk and housekeeping services.*
- *Dates can be re-booked in case of emergency/unforeseen circumstances.*
- *No pillars on the function room*
- *Compliant to Equal Employment Opportunity Policy (EEO)*
  - *Easy access of comfort room*
  - *With ramp*
  - *First Aid Kits available when needed*
- *With a passing rating of at least 90% in Market Analysis*

Prepared By:

*M. J. T.*  
 Analiza V. Tatco  
 OIC - L & D Division

Reviewed/Approved By:

*ELVIRA R. FLORES*  
 ELVIRA R. FLORES, MNSA, CESE  
 City Human Resource Development Officer