

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. **100-23-02-334** for the **Lease of Venue for the 3-Day Basic Incident Command System Training (BICST) – Pasig City Disaster Risk Reduction and Management Offices** from March 28, 2023 to March 31, 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;

WHEREAS, considering all of the legal requisites, and finding the **LESSOR's**

CONTRACT NO. 100-23-02-334

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 **Nine Hundred Fifty Three Thousand Pesos (Php 953,000.00)**;

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 28, 2023 to March 31, 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 **Nine Hundred Fifty Three Thousand Pesos (Php 953,000.00)**.

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.

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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 27
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)

Funds Appropriated:

Funds Obligated:


MS. MARTINELLA A. SANTIAGO
OIC - City Budget Office


MS. JUVY A. CUENCO
City Accountant
100-2023-02-0212 1999

Funds Available:

Recommending Approval:


MS. MARITA A. CALAJE
City Treasurer


BRYANT MERYLL RUIZ Q. WONG
City Govt. Dept. Head II (CRDDMO)

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 27 2023, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
JANICE AIRENE Z. TIAMBENG	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. 885
Page No. 68
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.,
 Malibao, Pasig City

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of MAR 27 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. 161
Page No. 22
Book No. 26
Series of 2023

[Signature]
ATTY. CARLOS C. ABESAMIS
 Notary Public-Pasig City
 Until December 31, 2023
 ROLL NO. 43288
 IBP LIFETIME NO. 08362
 PTR NO. 9004628
 APPOINTMENT NO. 25 (2022-2023)
 MCLE COMPLIANCE NO. VI-0030466
 TIN NO. 127-509-331-00000

SECRETARY'S CERTIFICATE

KRISTINE MARIE E. LIBERATO, of legal age, Filipino, single, with office address at 2704 East Tower, Philippine Stock Exchange Centre, Exchange Road, Ortigas Center, Pasig City, after being duly sworn in accordance with law, depose and state, that:

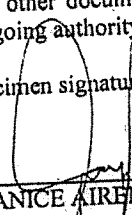
1. I am the duly elected and qualified Assistant Corporate Secretary of **OAKRIDGE PROPERTIES, INC.** doing business under the names and styles of **Discovery Centre; Oakridge Mansion; Discovery Suites; 22 Prime; Resto 5; and Serendipity Lounge** (the "Corporation"), a corporation organized and existing under the laws of the Philippines, with principal office at 25 ADB Avenue, Ortigas Center, Pasig City, Metropolitan Manila;

2. The Office of the Corporate Secretary, has custody of the Corporate records of the Corporation;

3. At the meeting of the Board of Directors of the Corporation held on 30 July 2020, at which a quorum was present and acted throughout, the following resolution was unanimously passed and approved:

"RESOLVED, amending all previous resolutions on the subject, that **OAKRIDGE PROPERTIES, INC.** doing business under the names and styles of **Discovery Centre; Oakridge Mansion; Discovery Suites; 22 Prime; Resto 5; and Serendipity Lounge** (the 'Corporation') designates **Ms. Janice Airene Z. Tiambeng**, the General Manager of Discovery Suites, as the Corporation's authorized representative to transact, negotiate and deal with the various government agencies, including the Bureau of Internal Revenue, Social Security System, Home Development Mutual Fund (Pag-Ibig), and Philippine Health Insurance Corporation, concerning the business operations and activities of the Corporation, with full power and authority to sign, execute, endorse and deliver any and all contracts, agreements, statements, reports and such other documents and papers as may be necessary or proper to implement the foregoing authority."

4. Hereunder is the specimen signature of the Corporation's authorized signatory:



JANICE AIRENE Z. TIAMBENG

IN ATTESTATION OF THE ABOVE, this Certificate has been signed this 6th day of August 2020 at Pasig City.


KRISTINE MARIE E. LIBERATO
Assistant Corporate Secretary

SUBSCRIBED AND SWORN to before me this 6th day of August 2020 at Pasig City, affiant exhibiting to me her Community SSS No. 3424070778 and TIN 267-153-055.

Doc. No. 457;
Page No. 95;
Book No. IV;
Series of 2020.

ISAIAH G. SAN MIGUEL
Notary Public for Cities of Pasig and San Juan
and in the Municipality of Pateros
Appointment No. 225 (2019-2020)
Commission Expires on December 31, 2020
2704 East Tower, PSE Centre, Exchange Road
Ortigas Center, 1605 Pasig City
PTR No. 295858 / 01.08.20 / Mandaluyong
IEP No. LRN-019775 / 04.22.15 / PPLM
Roll of Attorneys No. 64234
MCLEC No. VI-0025655 / 04.15.19


PROCUREMENT MANAGEMENT OFFICE
REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	: 21 March 2023
Project Title	: Lease of Venue for the 3-Day Basic Incident Command System Training (BICST) – Pasig City Disaster Risk Reduction and Management Office
Mode of Procurement	: Negotiated Procurement (Lease of Real Property or Venue)
RFQ No.	: 100-23-02-334
Approved Budget for the Contract	: One Million Five Hundred Twenty Thousand Pesos (Php 1,520,000.00)
Deadline and Place for the Submission of Quotation	: Please submit the accomplished Quotation and required documents not later than <u>22 March 2023, 1:45 PM</u> at the Bids and Awards Committee (BAC) through the Procurement Management Office (BAC Secretariat Office), 4th 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	: 22 March 2023, 2:00 PM, 7 th Floor, Meeting Room, Pasig City Hall
TERMS	: The lease contract shall commence from 28 March 2023 to 31 March 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.

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"
Lease of Venue for the 3-Day Basic Incident Command System Training (BICST) – Pasig City Disaster Risk Reduction and Management Office under PR No. 100-23-02-334	
TECHNICAL SPECIFICATIONS/SCOPE OF WORK	
<p>28 March 2023 to 31 March 2023</p> <p>Number of Days: 3 days live-in Seminar on March 29-31 2023 and with day 0 on March 28, 2023 for Instructors and TWG only</p> <p>Desire Venue: Outside Pasig City Hall, Around Ortigas Center in Pasig City</p> <p>Type of Accommodation: Live-in seminar/twin (double) sharing room</p> <p>Arrival: 28 March 2023, Tuesday, 9:00 AM</p> <ul style="list-style-type: none"> • Advance Party (10 pax) <p>Arrival: 29 March 2023, Wednesday, 9:00 AM, Check-in time: 2:00 PM</p> <ul style="list-style-type: none"> • Participants <p>Check Out: 31 March 2023, Friday 12:00 PM</p>	
<p>Board and Lodging (Full Board)</p> <ul style="list-style-type: none"> ➤ Thirty (30) Twin (Double) Sharing Room ➤ 24 Hours Hot and Cold Shower ➤ Sanitized Beddings, Rooms and Restrooms 	
<p>Function Room Requirements</p> <ul style="list-style-type: none"> • Can accommodate 60 pax, following the IATF Guidelines and flexible for group activities and workshops; • Class room set up • Well lighted and well ventilated • Unlimited and free access to internet/WIFI in all areas • Use of venue for at least 8 hours • Four (4) tables – 2 for Secretariat and 2 for instructors • No pillars in the middle of the function room • Can provide breakout rooms or space divider • Availability of audio-visual equipment with stand-by personnel from hotel: ➤ With complete training/seminar equipment ➤ Use of LCD projector and wide screen ➤ Lecterns ➤ Use of whiteboard with whiteboard pen & eraser ➤ Complete Set of sound system ➤ At least Two (2) extension cords ➤ At least Four (4) microphones and 1 microphone stand 	

Meals Requirements

TARGET DATE	NO. OF PAX	BREAKFAST	AM SNACK	LUNCH	PM SNACK	DINNER
Mar. 28, 2023 (Day 0)	10	✓	✓	✓	✓	✓
Mar. 29, 2023 (Day 1)	60	✓	✓	✓	✓	✓
Mar. 30, 2023 (Day 2)	60	✓	✓	✓	✓	✓
Mar. 31, 2023 (Day 3)	60	✓	✓	✓	✓	

- For BREAKFAST: Any typical Filipino Breakfast with egg. A choice between plain rice, fried rice & bread
- For LUNCH AND DINNER: 3 main dish a combination of fish, vegetable and choice of meat between chicken, beef and pork plus soup, rice, dessert, drinks
- For AM AND PM SNACKS: Any light food with drinks
- Free flowing candies, coffee and/or tea and hot and cold water

Other Requirements:

- Provision for backdrop for the activity
- With appropriate parking area for the participants
- With 24-hour security personnel
- Maintaining cleanliness at function hall, restrooms, hallway, dining area, rooms & breakout rooms

FINANCIAL PROPOSAL

Name of Project	Grand Total Cost for the Lease of Venue
Lease of Venue for the 3-Day Basic Incident Command System Training (BICST) – Pasig City Disaster Risk Reduction and Management Office under PR No. 100-23-02-334	PhP _____ (Amount in Figures)

	(Amount in words of Grand Total Cost)

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 - (Annual Income Tax Return of the preceding tax year) OR Business Tax Returns (Value Added Tax or Percentage tax return covering the previous six months)¹

¹Sections 3.2 and 3.3 of Revenue Regulation No. 3-2005.

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. 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

3-DAYS BASIC INCIDENT COMMAND SYSTEM (BICS) TRAINING COURSE				
Date of Activity	Estimated No. of Pax	Number of Days	Estimated Unit Cost	Estimated Budget
FOOD and use of VENUE				
March 28, 2023 - Day 0 (Instructors and TWG)	10	1	3,000.00	30,000.00
March 29 – 31, 2023 – Day 1 to 3 (Participants, Instructors and TWG)	60	3	3,000.00	540,000.00
ACCOMMODATION				
March 28, 2023 – Day 0 (Instructors and TWG)	10 (5 Rooms)	1	5,000.00	25,000.00
March 29-31, 2023 – Day 1 to 3 (Participants, Instructors and TWG)	60 (30 Rooms)	3	5,000.00	450,000.00

- I. Number of Days : Three (3) Days Live-In Seminar on March 29 – 31, 2023
And with Day 0 on March 28, 2023 for Instructors and TWG only
- II. Desired Venue : Outside Pasig City Hall, Around Ortigas Center in Pasig City
- III. Type of Accommodation : Live-In Seminar / Twin (Double) Sharing Room

A. Board and Lodging

- Thirty (30) Twin (Double) Sharing Room ;
- 24 Hours Hot and Cold Shower;
- Sanitized Beddings, Rooms and Restrooms;
- Arrival on Day 0 - 9AM (10 Instructors & TWG);
- Arrival on Day 1 - 9AM (Participants), Check-In time is 2PM; and
- Check-out time of 12 Noon on Day 3 (Last Day)

B. Function Room Requirements

- Can accommodate 60 Pax, following the IATF Guidelines and flexible for group activities and workshops;
- Class Room set-up;
- Well-lighted and ventilated;
- Unlimited and Free access to Internet / WIFI in all areas;
- Use of Venue for at least 8 Hours;
- Four (4) Tables - 2 for Secretariat and 2 for Instructors;
- No pillars in the middle of Function Room;
- Can provide breakout rooms or space divider;
- Availability of Audio-Visual Equipment with stand-by personnel from hotel;
- With complete Training/Seminar equipment (LCD Projector and wide screen, Lecterns, Whiteboard & Whiteboard Pen and Eraser, Complete Sound System, At least 2 extension cords, 4 Microphones and 1 Microphone stand).



C. Meal Requirements

Target Date	MEAL BREAKDOWN					
	No. of Pax	Breakfast	AM Snack	Lunch	PM Snack	Dinner
March 28, 2023 (Day 0)	10	/	/	/	/	/
March 29, 2023 (Day 1)	60	/	/	/	/	/
March 30, 2023 (Day 2)	60	/	/	/	/	/
March 31, 2023 (Day 3)	60	/	/	/	/	x

- **For BREAKFAST:** Any typical Filipino Breakfast with egg. A choice between Plain Rice, Fried Rice & Bread ;
- **For LUNCH & DINNER:** 3 Main Dish a combination of Fish, Vegetable and choice of Meat between Chicken, Beef and Pork plus Soup, Rice, Dessert and Drinks;
- **For AM-PM SNACK:** Any light Food with Drinks;
- Free flowing Candies, Coffee and/or Tea and Hot and Cold Water;

D. Other Requirements

- Provision of backdrop for the activity;
- Appropriate parking area for the participants;
- 24 Hours Security personnel;
- Maintaining cleanliness at Function Hall, Restrooms, Hallway, Dining area, Rooms & Breakout Rooms

Prepared by

RAMON CARLOS Z. CAYUBE, RN, EMT
PCDRMO Training Division Chief
#0928-2912053