

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. 100-23-04-728 for the **Lease of Venue for Public Service Ethics and Accountability Program - Human Resource Development Office** on the following activity dates: **June 27-28, 2023, July 13-14, 2023, August 1-2, 2023, Sept. 14-15, 2023, Oct. 5-6, 2023 and Nov. 28-29, 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 15 May 2023, the LESSEE, through its BAC, conducted negotiation and evaluation and found the LESSOR's quotation to be responsive;

CONTRACT NO.100-23-04-728

WHEREAS, the **LESSOR** thus offered for lease to the **LESSEE** a venue, accommodations, function room, equipment, and meals in **OAKRIDGE PROPERTIES 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 **Three Million Thirty Nine Thousand Six Hundred Pesos (Php 3,039,600.00)**;

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 the following activity dates: **June 27-28, 2023, July 13-14, 2023, August 1-2, 2023, Sept. 14-15, 2023, Oct. 5-6, 2023 and Nov. 28-29, 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 **Three Million Thirty Nine Thousand Six Hundred Pesos (Php 3,039,600.00)**.

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

CONTRACT NO.100-23-04-728

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 15 JUN 2023
day of _____, 2023 at Pasig City.

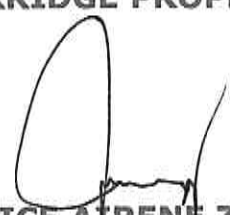
CITY OF PASIG

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. MARTINELLI A. SANTIAGO
OIC - City Budget Office


MS. JUVY A. CUENCO
City Accountant
100-2023-04-0298-1032

Funds Available:

Recommending Approval:


MS. MARITA A. CALAJE
City Treasurer


MS ELVIRA R. FLORES
City Gov't. Dept. Head II - HRDO

CONTRACT NO.100-23-04-728

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 **JUN 15 2023**, 2023, personally appeared:

| Name | Government ID | Issue and Expiry Date |
|----------------------------------|--|-------------------------|
| JANICE AIRENE Z. TIAMBENG | <i>Drivers license NDI-10-001054</i> | <i>January 31, 2024</i> |

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. 411
Page No. 84
Book No. 85
Series of 2023

Leticia M. 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.,
 Malinao, Pasig City

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of **JUN 20 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. 416
Page No. 85
Book No. 76
Series of 2023

Carlito C. Abesamis
ATTY. CARLITO C. ABESAMIS
 Notary Public-Pasig City
 Valid 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
CONTRACT NO.100-23-04-728



PASIG

PROCUREMENT MANAGEMENT OFFICE

ANNEX "B"

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

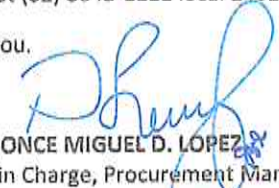
| | |
|--|---|
| Date | 11 May 2023 |
| Project Title | Lease of Venue for Public Service Ethics and Accountability Program- Human Resource Development Office |
| Mode of Procurement | Negotiated Procurement (Lease of Real Property or Venue) |
| RFQ No. | 100-23-04-728 |
| Approved Budget for the Contract | Three Million Sixty Thousand Pesos (PhP3,060,000.00) |
| Deadline and Place for the Submission of Quotation | Please submit the accomplished Quotation and required documents not later than <u>15 May 2023, 10:45 AM</u> at the Bids and Awards Committee (BAC) through the Procurement Management Office (BAC Secretariat Office), <u>4th Floor</u> , 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 | <u>15 May 2023, 11:00 AM</u> , 7 th Floor, Meeting Room, Pasig City Hall |
| TERMS | The lease period shall be on the following activity dates: <u>June 27- 28, 2023, July 13-14, 2023, August 1-2, 2023, Sept. 14-15, 2023, Oct. 5-6, 2023 and Nov. 28-29, 2023.</u> |
| NOTES | <ol style="list-style-type: none">1. Lessor shall submit their offer/quotation through their duly authorized representatives2. 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



A

| Description of Service Requirement | Offered Technical Proposal Please fill in with either: "Comply" or "Not Comply" |
|---|---|
| Lease of Venue for Public Service Ethics and Accountability Program- Human Resource Development Office under PR No. 100-23-04-728 | |
| TECHNICAL SPECIFICATIONS/SCOPE OF WORK | |
| <p>June 27- 28, 2023, July 13-14, 2023, August 1-2, 2023, Sept. 14-15, 2023, Oct. 5-6, 2023 and Nov. 28-29, 2023.</p> <p>Number of Days: 2 days and 1 night</p> <p>Desired Venue and/or Function: within Pasig- Ortigas area</p> <p>Type of Accommodation:</p> <ul style="list-style-type: none"> ○ Board and Lodging (Full Board) <ul style="list-style-type: none"> ➤ Thirty four (34) Double- Sharing Room ➤ Complimentary buffet breakfast ➤ Sanitized beddings, rooms and restrooms ○ Arrival : 2:00 PM (June 27, 2023) 2:00 PM (July 13, 2023) 2:00 PM (August 1, 2023) 2:00 PM (Sept. 14, 2023) 2:00 PM (Oct. 5, 2023) 2:00 PM (Nov. 28, 2023) ○ Check-out time: 12:00 NN (June 28, 2023) 12:00 NN (July 14, 2023) 12:00 NN (August 2, 2023) 12:00 NN (Sept. 15, 2023) 12:00 NN (Oct. 6, 2023) 12:00 NN (Nov. 29, 2023) <ul style="list-style-type: none"> ✳ Can accommodate 68 pax, flexible for group activities/ workshop ✳ Well lighted and well ventilated ✳ Availability of audio-visual equipment with stand-by assistant <ul style="list-style-type: none"> ○ Use of LCD projector with screen ○ Use of whiteboard with whiteboard pen & eraser ○ Complete Set of sound system ○ At least four (4) extension cords ○ At least two (2) wireless microphones with one (1) microphone stand ✳ Unlimited free access to internet / WIFI in all areas of venue ✳ Use of venue for at least 10 hours ✳ Function room set-up: Classroom Type ✳ Two (2) table for the Secretariat (Registration Area) ✳ Mints, paper and pencil | |
| <p>Meals Requirements</p> <p>First Meal: June 27, 2023 AM Snack July 13, 2023 AM Snack August 1, 2023 AM Snack Sept. 14, 2023 AM Snack Oct. 5, 2023 AM Snack Nov. 28, 2023 AM Snack</p> <p>Last Meal: June 28, 2023 Dinner</p> | |

July 14, 2023 Dinner
 August 2, 2023 Dinner
 Sept. 15, 2023 Dinner
 Oct. 6, 2023 Dinner
 Nov. 29, 2023 Dinner

| MEALS | Day 1 | Day 2 |
|-----------|-------|-------|
| AM Snacks | ✓ | ✓ |
| Lunch | ✓ | ✓ |
| PM Snacks | ✓ | ✓ |
| Dinner | ✓ | ✓ |

- 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 20 vehicles
- With 24-hour security, front-desk and housekeeping service
- Dates can be re-booked in case of emergency/ unforeseen circumstances
- Processing of Payments will be on a monthly basis.
- Must be Person with Disabilities (PWDs)- friendly
 - Easy access of comfort room
 - With ramp
 - First Aid Kits available when needed

FINANCIAL PROPOSAL

Name of Project

Lease of Venue for Public Service Ethics and Accountability Program- Human Resource Development Office under PR No. 100-23-04-728

| Date of Activity | Estimated No. of Person | Offer |
|--|-------------------------|-------|
| Food and Use of Venue: June 27-28 | 68/ batch | |
| Hotel Accommodation: June 27 | 34 rooms | |
| Food and Use of Venue: July 13-14 | 68/ batch | |
| Hotel Accommodation: July 13 | 34 rooms | |
| Food and Use of Venue: August 1-2 | 68/ batch | |
| Hotel Accommodation: August 1 | 34 rooms | |
| Food and Use of Venue: September 14-15 | 68/ batch | |
| Hotel Accommodation: September 14 | 34 rooms | |

| | | |
|--|-----------|--|
| Food and Use of Venue: October 5-6 | 68/ batch | |
| Hotel Accommodation: October 5 | 34 rooms | |
| Food and Use of Venue: November 28-29 | 68/ batch | |
| Hotel Accommodation: November 28 | 34 rooms | |
| Grand Total Cost for the Lease of Venue | | |
| 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). The nature of business as stated in the Mayor's/Business Permit should at the very least be similar or related to the project to be bid.

2. Latest Income or Business Tax Returns filed and paid through the BIR Electronic Filing and Payment System (EFPS).

In accordance with Revenue Regulation No. 3-2005, the above-mentioned tax returns shall refer to the following:

- Latest Income Tax Return (ITR) - For participants already with an Annual ITR, latest ITR shall refer to the ITR for the preceding Tax Year be it on a calendar or fiscal year. For new establishments which, therefore, have no annual ITR yet, it shall refer to the most recent quarter's ITR.
- Latest Business Tax Return - refers to the Value Added Tax (VAT) or Percentage Tax returns covering the previous six (6) months.

3. Philippine Government Electronic Procurement System (PhilGEPS) Registration Number or PhilGEPS Platinum Certificate of Registration and Membership;

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), and to the Implementing Rules and Regulations of the Republic Act No. 9184. We further certify that we have read and agree to the Terms of Reference, if any, attached in the Request for Quotation.

We understand that the 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)



ANNEX "B"

TERMS OF REFERENCE

Technical Specifications

| Activity Title | PUBLIC SERVICE ETHICS AND ACCOUNTABILITY PROGRAM | | | |
|--|--|---|-----------|------------------|
| DATE OF ACTIVITY | Estimated Number of Paxs | Number of Days | Unit Cost | Budget Estimates |
| June 27 - 28, 2023 July 13-14, 2023 August 1-2, 2023, Sept. 14-15, 2023 Oct. 5-6, 2023 Nov. 28-29, 2023 | 68 / batch | 2 days/mo. (Food & use of function room) | 2,500.00 | 340,000.00 |
| June 27, 2023; July 13, 2023; Aug. 1, 2023; Sept. 14, 2023; Oct. 5, 2023; & Nov. 28, 2023 | 34 rooms | 1 night | 5,000.00 | 170,000.00 |

- I. *Number of Days: 2 days 1 night*
- II. *Desired Venue and/or Function: within Pasig – Ortigas area*
- III. *Type of Accommodation:*

- **Board and Lodging (Full Board)**
 - > *Thirty four (34) Double-Sharing Room*
 - > **Complimentary buffet breakfast*
 - > *Sanitized Beddings, Rooms and Restrooms*
 - *Arrival* : 2:00 PM (June 27, 2023)
2:00 PM (July 13, 2023)
2:00 PM (August 1, 2023)
2:00 PM (Sept. 14, 2023)
2:00 PM (Oct. 5, 2023)
2:00 pm (Nov. 28, 2023)
 - *Check-out time* : 12:00 NN (June 28, 2023)
12:00 NN (July 14, 2023)
12:00 NN (August 2, 2023)
12:00 NN (Sept. 15, 2023)
12:00 NN (Oct.6, 2023)
12:00 NN (Nov. 29, 2023)



| |
|---|
| <ul style="list-style-type: none"> • Can accommodate 68 pax, flexible for group activities/workshops |
| <ul style="list-style-type: none"> • Well-lighted and well-ventilated |
| <ul style="list-style-type: none"> • Availability of audio-visual equipment with stand-by assistant: <ul style="list-style-type: none"> ○ Use of LCD projector with screen ○ Use of whiteboard with whiteboard pen & eraser ○ Complete set of sound system ○ At least four (4) extension cords ○ At least two (2) wireless microphones with one (1) microphone stand, and ○ Lectern |
| <ul style="list-style-type: none"> • Unlimited free access to internet / WIFI in all areas of venue |
| <ul style="list-style-type: none"> • Use of venue for at least 10 hours |
| <ul style="list-style-type: none"> • Function room set-up: Classroom type |
| <ul style="list-style-type: none"> • Two (2) tables for the Secretariat (Registration Area) |
| <ul style="list-style-type: none"> • Mints, paper and pencil |

Meals Requirements:

- **First Meal:** June 27, 2023 AM Snack
July 13, 2023 AM Snack
August 1, 2023 AM Snack
Sept. 14, 2023 AM Snack
Oct. 5, 2023 AM Snack
Nov. 28, 2023 AM Snack
- **Last Meal:** June 28, 2023 Dinner
July 14, 2023 Dinner
August 2, 2023 Dinner
Sept. 15, 2023 Dinner
Oct. 6, 2023 Dinner
Nov. 29, 2023 Dinner

| MEALS | Day 1 | Day 2 |
|-----------|-------|-------|
| AM Snacks | ✓ | ✓ |
| Lunch | ✓ | ✓ |
| PM Snacks | ✓ | ✓ |
| Dinner | ✓ | ✓ |

- 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 20 vehicles*
- *With 24-hour security, front-desk and housekeeping services.*
- *Dates can be re-booked in case of emergency/unforeseen circumstances.*
- *Processing of Payments will be on a monthly basis.*
- *Must be Persons with Disabilities (PWDs) - friendly:*
 - *Easy access of comfort room*
 - *With ramp*
 - *First Aid Kits available when needed*

Prepared By:


Analiza V. Tatco
OIC - L & D Division

Reviewed/ Approved By:


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