

## 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 **HASH PEARL ANN REYES**, Assistant Sales Manager, 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. **100-23-05-827** for the **Lease of Venue for the Conduct of Mid-Year Assessment 2023** from 22 June 2023 to 23 June 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 09 June 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 Oakridge Properties Inc.;

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**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 Hundred Ninety Four Thousand Nine Hundred Pesos (Php 394,900.00)**;

**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 22 June 2023 to 23 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 **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 Hundred Ninety Four Thousand Nine Hundred Pesos (Php 394,900.00)**.

#### **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

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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 21 JUN 2023  
day of \_\_\_\_\_, 2023 at Pasig City.

**CITY OF PASIG**

**OAKRIDGE PROPERTIES, INC.**

By:

By:

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

  
**HASH PEARL ANN REYES**  
Authorized Representative

**WITNESSES:**

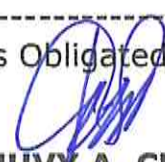
(Printed Name and Signature)

(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  
100-2023-05-0370-1032

Funds Available:

Recommending Approval:

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

  
**RODRIGO M. DE DIOS**  
City Gov't Dep't Head 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 **JUN 21 2023**, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
<b>HASH PEARL ANN REYES</b>	PASSPORT P2134067B	DTA MAL DISTY/J19/2019 Expiry J/9/2019

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. 11  
Page No. 4  
Book No. 106  
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.,  
**ACKNOWLEDGMENT** Malinao, Pasig City

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of **JUN 21 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. 451  
Page No. 92  
Book No. 27  
Series of 2023

*Carlos C. Arbesamis*  
**ATTY. CARLOS C. ARBESAMIS**  
 Notary Public-Pasig City  
 Valid December 31, 2023  
 ROLL NO. 43288  
 IBP LIFETIME NO. 08352  
 PTR NO. 9004628  
 APPOINTMENT NO. 25 (2022-2023)  
 MCLE NO. VII-0030173  
 TIN NO. 127-509-331-000000

**CONTRACT NO. 100-23-05-827**





### REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION


Date	05 June 2023
Project Title	Lease of Venue for the Conduct of Mid-Year Assessment 2023 – Peace and Order Department
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
RFQ No.	100-23-05-827
Approved Budget for the Contract	Three Hundred Ninety Five Thousand Pesos (Php 395,000.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than <u>09 June 2023, 1:45 PM</u> at the Bids and Awards Committee (BAC) through the Procurement Management Office (BAC Secretariat Office), <u>4<sup>th</sup> 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>09 June 2023, 2:00 PM</u> , 7 <sup>th</sup> Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall commence from <u>22 June 2023 to 23 June 2023</u>
NOTES	<ol style="list-style-type: none"><li>1. Lessor shall submit their offer/quotation through their duly authorized representatives</li><li>2. Quotations submitted exceeding the Approved Budget for the Contract (ABC) shall be rejected.</li><li>3. The prices quoted are to be paid in Philippine Currency.</li><li>4. All prices quoted are subject to all Philippine Tax Statutes.</li><li>5. Award of contract shall be made to the lowest quotation which complies with the technical specifications and other terms and conditions stated herein.</li><li>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.</li><li>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.</li></ol>

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 Conduct of Mid-Year Assessment 2023 – Peace and Order Department under PR No. 100-23-05-827</b>	
<b>TECHNICAL SPECIFICATIONS/SCOPE OF WORK</b>	
<p>22 June 2023 to 23 June 2023</p> <p>Number of Days: 2 days and 1 night</p> <p>Type of Accommodation: Single occupancy rooms, with own toilet and bath for 22 to 23 June 2023</p> <p>Arrival: 22 June 2023, 8:00 AM</p> <p>Room Check Out: 23 June 2023, 5:00 PM</p> <p>2 days 1 night board and lodging for 50 pax</p>	
<p>Function Room Requirements</p> <ul style="list-style-type: none"> <li>• Use of function/conference room for the 2-day activity from 8:00 am to 5:00 pm of 22 to 23 June 2023 and can accommodate 50 pax</li> <li>• With free use of stable and unlimited internet</li> <li>• With free use of LCD projector &amp; screen, white board with pen and eraser, 2 microphones, 3 extension cords in a round table set up.</li> </ul>	
<p>Meals Requirements:</p> <p>First Meal: 22 June 2023 AM Snacks</p> <p>Last Meal: 23 June 2023 PM Snacks</p> <ul style="list-style-type: none"> <li>• FOR BREAKFAST AND LUNCH: Buffet Style</li> <li>• DINNER: set Dinner (No dinner on the 2<sup>nd</sup> day)</li> <li>• For AM and PM snack: sandwich or pasta; with drinks</li> <li>• Complimentary free flowing coffee and tea and one round of iced tea for dinner</li> </ul>	
<p>Other Requirements:</p> <ul style="list-style-type: none"> <li>• Maintaining cleanliness- Rooms, restrooms, dining area, coffee and tea area</li> <li>• Appropriate parking area for at least 10 vehicles</li> <li>• Front-desk and housekeeping services</li> </ul> <p>With 24-hour security</p>	
<b>FINANCIAL PROPOSAL</b>	
<b>Name of Project</b>	<b>Grand Total Cost for the Lease of Venue</b>
<p>Lease of Venue for the Conduct of Mid-Year Assessment 2023 – Peace and Order Department under PR No. 100-23-05-827</p>	<p>Php _____</p> <p>(Amount in Figures)</p> <p>_____</p> <p>_____</p>
	<p>(Amount in words of Grand Total Cost)</p>



**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)



**TERMS OF REFERENCE**

Annex "B"

**Lease of Venue for the Conduct of Mid-year Assessment 2023**  
**Peace and Order Department**  
**PR # 100-23-05-827**

Date of Activity	Est. No. of Pax	Number of days	Unit Cost	Budget Estimate
June 22, 2023- June 23, 2023	50	2D/1N	7,900	395,000

- I. **Number of Days** : 2 days and 1 night
  - a. **Desired Venue** :
  - b. **Type of Accommodation:** Single occupancy rooms, with own toilet and bath for June 22-23, 2023
  - c. **Arrival** : June 22, 2023, 8:00 am
  - d. **Room Check-out** : June 23, 2023, 5:00pm
  - e. 2D/1N board and lodging for 50 pax
- II. **Function Room Requirements:**
  - a. Use of function/conference room for the 2-day activity from 8:00am to 5:00pm of June 22-23, 2023 and can accommodate 50 pax
  - b. With free use of stable and unlimited internet
  - c. With free use of LCD Projector & Screen, White board with pen and eraser, 2 microphones, 3 extension cords in a round table set-up.
- III. **Meal Requirements:**
  - a. 1<sup>st</sup> Meal: June 22, 2023, AM snack
  - b. Last meal: June 23, 2022, PM snack
  - c. FOR BREAKFAST AND LUNCH: Buffet Style
  - d. DINNER: Set Dinner (No dinner on the 2<sup>nd</sup> day)
  - e. For AM and PM Snacks: sandwich or pasta; with drinks
  - f. Complimentary free flowing coffee and tea and one round of iced tea for dinner.
- IV. **Other Requirements:**
  - a. Maintaining Cleanliness- Rooms, restrooms, dining area, coffee and tea area
  - b. Appropriate parking area for at least 10 vehicles
  - c. Front-desk and housekeeping services
  - d. 24-hour security

Noted by:

**P/COL. RODRIGO M. DE DIOS (RET.)**  
City Department Head II  
Peace and order Department