

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**, 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. **100-23-06-1466** for the **Lease of Venue for the Conduct of Organization of Community Based Volunteers for Evacuation Management - Pasig City Social Service & Welfare Department** from **23 August 2023 to 24 August 2023** and **29 August 2023 to 30 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 07 August 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.;

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 **Six Hundred Thirty Two Thousand Pesos (Php 632,000.00)**;

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 23 August 2023 to 24 August 2023 and 29 August 2023 to 30 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 **Six Hundred Thirty Two Thousand Pesos (Php 632,000.00)**.

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.

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 18 AUG 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)

Funds Appropriated:

Funds Obligated:

MS. MA. THERESA B. HERNANDEZ
OIC - City Budget Office

MS. JUVY A. CUENCO
City Accountant
100-2023-07-0075-1999

Funds Available:

Recommending Approval:

MS. MARITA A. CALAJE
City Treasurer

MA. TERESA O. BRIONES
City Gov't Dept. Head II (CSWO)

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 ~~AUG 18 2023~~, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
HASH PEARL ANN REYES	Passport P21 34667B	May 10, 2019 May 09, 2029

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. 496
Page No. 10
Book No. 117
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 ~~AUG 22 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. 318
Page No. 65
Book No. 31
Series of 2023

Carlos C. Abesamis
ATTY. CARLOS C. ABESAMIS
 Notary Public - Pasig City
 Valid Until December 31, 2023
 ROLL NO. 42208
 IBP LIFETIME NO. 08352
 PTR NO. 9004628
 APPOINTMENT NO. 23 (2022-2023)
 MCLE NO. VII-0030173
 PIN NO. 127-509-331-00000

SECRETARY'S CERTIFICATE

JANINE T. TUTANES, of legal age, Filipino, single, with office address at 2704 East Tower, Tektite Towers, Exchange Road, Ortigas Center, Pasig City, being 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 address at No. 25 ADB Avenue, Ortigas Center, Pasig City, under oath, does hereby certify that during the meeting of the Board of Directors of the Corporation held on 08 May 2023, the following resolutions were approved:

"RESOLVED, 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') be authorized to participate in the bidding to be conducted by the City Government of Pasig for the *Lease of Venue for Hotel Accommodation with Meals*. For this purpose, the Corporation is hereby authorized to submit all pre-qualification papers, bid proposals, contracts and agreements, and such other papers and documents as may be required by the City Government of Pasig;

"RESOLVED, FURTHER, that the Corporation's Assistant Sales Manager, Ms. Hash Pearl Ann Reyes, be designated as the Corporation's authorized representative in the aforesaid bidding process, with full power and authority to do and perform any and all acts necessary or proper in connection with the aforesaid bidding, as well as to sign, execute and deliver any and all agreements, contracts, papers, and documents as may be necessary or proper to implement the foregoing authority."

MAY 19 2023

IN ATTESTATION OF THE ABOVE, this Certificate has been signed this ____ day of _____ 2023 at Pasig City.

JANINE T. TUTANES
Assistant Corporate Secretary

MAY 19 2023

SUBSCRIBED AND SWORN to before me this ____ day of _____ 2023 in Pasig City, affiant exhibiting to me her Philippine Passport No. P7814866A issued on 5 July 2018 at DFA Batangas which expires on 4 July 2028 as competent evidence of her identity.

Doc. No. 442
Page No. 90
Book No. 135
Series of 2023.

~~BERNARDO D. AVILA~~
Notary Public
For Pasig City, Department of Pasig City
Appointment No. 129912023
MCLE No. 129912023
Roll No. 129912023
Office: Exchange Road, Pasig City
Date: 129912023



PASIG
CITY GOVERNMENT

PROCUREMENT MANAGEMENT OFFICE

ANNEX "B"

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

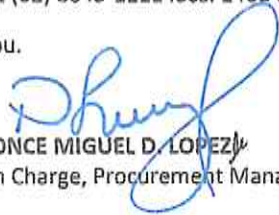
Date	03 August 2023
Project Title	Lease of Venue for the Conduct of Organization of Community Based Volunteers for Evacuation Management – Pasig City Social Service & Welfare Department
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
RFQ No.	100-23-06-1466
Approved Budget for the Contract	Six Hundred Thirty Two Thousand Pesos (Php 632,000.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than <u>07 August 2023, 1:45 PM</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>07 August 2023, 2:00 PM</u> , 7 th Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall commence from 23 August 2023 to 24 August 2023 and 29 August 2023 to 30 August 2023.
NOTES	<ol style="list-style-type: none">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



Description of Service Requirement	Offered Technical Proposal Please fill in with either: "Comply" or "Not Comply"															
Lease of Venue for the Conduct of Organization of Community Based Volunteers for Evacuation Management – Pasig City Social Service & Welfare Department under P.R. No. 100-23-06-1466																
TECHNICAL SPECIFICATIONS/SCOPE OF WORK																
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Date of Activity</th> <th style="width: 40%;">Estimated No. of PAX</th> <th style="width: 30%;">No. of days</th> </tr> </thead> <tbody> <tr> <td rowspan="2" style="text-align: center;">(Batch 1, 80 pax/day) 23 August 2023 to 24 August 2023</td> <td style="text-align: center;">320 pax (AM & PM Snack, Buffet Lunch)</td> <td rowspan="3" style="text-align: center;">2 Days & 1 Night</td> </tr> <tr> <td style="text-align: center;">32 pax (16 pax/day) (Buffet Dinner)</td> </tr> <tr> <td style="text-align: center;">(Batch 2, 80 pax/day) 29 August 2023 to 30 August 2023</td> <td style="text-align: center;">8 rooms (4 rooms per batch, 16 pax/batch)</td> </tr> </tbody> </table>	Date of Activity	Estimated No. of PAX	No. of days	(Batch 1, 80 pax/day) 23 August 2023 to 24 August 2023	320 pax (AM & PM Snack, Buffet Lunch)	2 Days & 1 Night	32 pax (16 pax/day) (Buffet Dinner)	(Batch 2, 80 pax/day) 29 August 2023 to 30 August 2023	8 rooms (4 rooms per batch, 16 pax/batch)							
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<p>I. Number of Days: Batch 1: 2D/1N – Aug. 23-24, 2023 Batch 2: 2D/1N – Aug. 29-30, 2023.</p> <p>II. Desire Venue and/or Function Room: within Ortigas</p> <p>III. Type of Accommodation: 64 pax live out and 16 pax live in</p>																
<ul style="list-style-type: none"> ✔ Four (4) quadruple sharing rooms ✔ Complimentary breakfast (Good for 16 pax) ✔ Complimentary parking ✔ Sanitized bedding, rooms, and restrooms ✔ Wireless internet connection (Wi-Fi), one account per apartment only ✔ Daily replenishment of bathroom amenities ✔ Daily housekeeping service ✔ Check in time: 2:00PM, 23 August 2023 and 29 August 2023 ✔ Check out time: 12:00NN, 24 August 2023 and 30 August 2023 																
<p>Function Room Requirements</p> <ul style="list-style-type: none"> ● Can accommodate at least 80 pax per day, flexible for group activities/workshops ● Well lighted and well ventilated ● Availability of audio-visual equipment with stand-by assistant: ✔ Use of LCD projector and wide 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 ● One (1) table for the secretariat (registration area) ● Mints, paper, and pencil 																
<p>Meals Requirements:</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 25%;">MEALS</th> <th style="width: 12.5%;">Day 1</th> <th style="width: 12.5%;">Day 2</th> <th style="width: 12.5%;">Day 1</th> <th style="width: 12.5%;">Day 2</th> </tr> <tr> <td></td> <td>23 August 2023</td> <td>24 August 2023</td> <td>29 August 2023</td> <td>30 August 2023</td> </tr> </thead> <tbody> <tr> <td>Complimentary Breakfast</td> <td></td> <td>✔</td> <td></td> <td>✔</td> </tr> </tbody> </table>	MEALS	Day 1	Day 2	Day 1	Day 2		23 August 2023	24 August 2023	29 August 2023	30 August 2023	Complimentary Breakfast		✔		✔	
MEALS	Day 1	Day 2	Day 1	Day 2												
	23 August 2023	24 August 2023	29 August 2023	30 August 2023												
Complimentary Breakfast		✔		✔												

AM Snacks	✓	✓	✓	✓
Buffet Lunch	✓	✓	✓	✓
PM Snacks	✓	✓	✓	✓
Buffet Dinner	✓		✓	

- Breakfast: buffet breakfast and choice of hot coffee or hot chocolate
- AM and PM Snacks: sandwich, kakanin, or pasta with drinks
- Lunch and dinner: 2 main dishes (fish; choice of meat: chicken, pork, or beef), vegetables, soup, dessert, rice, and cold drinks
- Free flowing coffee and/or tea

Other Requirements:

- Maintaining cleanliness function hall, restrooms, sleeping quarters, hallway, coffee/tea area and dining area
- With appropriate parking area – 3 slots
- With 24-hour security, front-desk, and housekeeping services
- Dates can be rebooked in case of emergency/unforeseen circumstances
- Compliant with Equal Employment Opportunity Policy (EEO)
- Easy access to the comfort room
- With ramp
- First aid kits available when needed
- With a passing rating of at least 85% in market analysis

FINANCIAL PROPOSAL

Name of Project	Grand Total Cost for the Lease of Venue
Lease of Venue for the Organization of Community Based Volunteers for Evacuation Management – Pasig City Social Service & Welfare Department under PR No. 100-23-06-1466	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:



TERMS OF REFERENCE

Technical Specifications

Activity Title	Organization of Community Based Volunteers for Evacuation Management
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Date of Activity	Estimated number of pax	Number of days	Unit cost	Budget estimates
Batch 1 (80pax/day) August 23 & 24, 2023	320pax (AM & PM Snacks, Buffet Lunch)	2 Days & 1Nights	9,872.00	246,800.00
	32pax (16pax/day)(Buffet Dinner)		1,000.00	32,000.00
Batch 2 (80pax/day) August 29 & 30, 2023	8rooms (4rooms per batch, 16pax/batch)		7,000.00	56,000.00

- I. **Number of Days:** batch1 two (2) days and one (1) Night (August 23 - 24, 2023)
batch2 two (2) days and one (1) Night (August 29 - 30, 2023)
- II. **Desired Venue and/or Function:** within Ortigas
- III. **Type of Accommodation:** 64pax live-out and 16pax live-in

August 23 - 24, 2023	August 29 - 30, 2023
<ul style="list-style-type: none"> ● Four (4) quadruple sharing room ● Complimentary breakfast (good for 16pax) ● Complimentary Parking ● Sanitized Bedding, Rooms, and Restrooms ● Wireless internet connection (Wi-Fi), one account per apartment only ● Daily replenishment of bathroom amenities ● Daily housekeeping service 	<ul style="list-style-type: none"> ● Four (4) quadruple sharing room ● Complimentary breakfast (good for 16pax) ● Complimentary Parking ● Sanitized Bedding, Rooms, and Restrooms ● Wireless internet connection (Wi-Fi), one account per apartment only ● Daily replenishment of bathroom amenities ● Daily housekeeping service
Check-in time: 2:00pm (August 23, 2023) Check-out time: 12:00nn (August 24, 2023)	Check-in time: 2:00pm (August 29, 2023) Check-out time: 12:00nn (August 30, 2023)

IV. FUNCTION ROOM REQUIREMENTS:

- Can accommodate at least 80pax per day, flexible for group activities/ workshops
- Well-lighted and well-ventilated
- Availability of audio-visual equipment with a stand-by assistant:
 - Use of LCD projector with screen
 - Use of a whiteboard with a whiteboard marker & 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 the internet / Wi-Fi in all areas of the venue
- Use of venue for at least 10 hours
- Function room set-up: Classroom type
- One (1) table for the Secretariat (Registration Area)
- Mints, paper, and pencil



V. MEAL REQUIREMENTS

	Batch 1		Batch 2	
	DAY 1 August 23, 2023	DAY 2 August 24, 2023	DAY 1 August 29, 2023	DAY 2 August 30, 2023
Complementary (16pax)		✓		✓
AM Snacks (80pax)	✓	✓	✓	✓
Buffet Lunch (80pax)	✓	✓	✓	✓
PM Snacks (80pax)	✓	✓	✓	✓
Buffet Dinner (16pax)	✓		✓	

- Breakfast – buffet breakfast and choice of hot coffee or hot chocolate
- AM & PM Snacks – sandwich, kakanin or pasta with drinks
- Lunch & Dinner – 2 main dishes (fish; choice of meat: chicken, pork, or beef), vegetables, soup, dessert, rice, and cold drinks
- Free-flowing coffee and/or tea

VI. OTHER REQUIREMENTS

- Maintaining cleanliness of function hall, restrooms, sleeping quarters, hallway, coffee/tea area, and dining area
- With appropriate parking area - 3 slots
- With 24-hour security, front desk, and housekeeping services
- Dates can be rebooked in case of emergency/unforeseen circumstances
- Compliant with Equal Employment Opportunity Policy (EEOP)
 - Easy access to the comfort room
 - With ramp
 - First aid kits available when needed
- With a passing rating of at least 85% in Market Analysis

Prepared by:


ARVIN V. JABONILLO
Admin Aide III

Noted by:


MA. TERESA O. BRIONES, RSW, MSSW
City Gov't. Dept. Head II