

## 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. 100-23-03-442 for the **Lease of Venue and Hotel Accommodation with Package Meal for the Strategic Planning of the Traffic and Parking Management Office** from May 6, 2023 to May 7, 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 three (3) potential lessors responded;

**WHEREAS**, on 24 April 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.100-23-03-442

under **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 **One Hundred Ninety Six Thousand Five Hundred Pesos (Php 196,500.00);**

**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 May 6,2023 to May 7, 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 Hundred Ninety Six Thousand Five Hundred Pesos (Php 196,500.00).**

**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,

**CONTRACT NO.100-23-03-442**

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 05 MAY 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  
100-5024-09-0157-1032

Funds Available:

Recommending Approval:

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

**RODRIGO M. DE DIOS**  
City Government 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 MAY 05 2023, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
<b>JANICE AIRENE Z. TIAMBENG</b>	Drivers LICENSE N01-10-001054	JAN 31, 2024

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. 101  
Page No. 22  
Book No. 90  
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  
 Legal Center, U. Velasco, Ave.,  
 Malinao, Pasig City

**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of MAY 05 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. 196  
Page No. 41  
Book No. 23  
Series of 2023

*Carlos C. Abesamis*  
**ATTY. CARLOS C. ABESAMIS**  
 Notary Public-Pasig City  
 Until December 31, 2023  
 ROLL NO. 43268  
 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.100-23-03-442**

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:

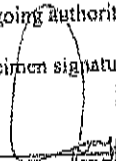
1. I am the duly elected and qualified Assistant Corporate Secretary of OAKRIDGE PROPERTIES, INC. doing business under the names and styles of Discovery Centre; Oakridge Mansion; Discovery Suites; 22 Prime; Resto 5; and Serendipity Lounge (the "Corporation"), a corporation organized and existing under 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 Atrene 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 6<sup>th</sup> day of August 2020 at Pasig City.

  
KRISTINE MARIE E. LIBERATO  
Assistant Corporate Secretary

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

Doc. No. 47;  
Page No. 95;  
Book No. IV;  
Series of 2020.

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ABRTNCS\MAD. 3/1/2020

ISAIAH G. SAN MIGUEL  
Notary Public for Cities of Pasig and San Juan  
and in the Municipality of Pateros  
Appointment No. 225 (2015-2020)  
Commission Expires on December 31, 2020  
2704 East Tower, PSE Centre, Exchange Road  
Ortigas Center, 1605 Pasig City  
PTR No. 2868150 / 01-09-20 / Manila  
BIR No. 1, RM-010775 / 04.22.15 / PSE  
Roll of Notaries No. 64224  
MCLBC No. 01-002585404 15.19





ANNEX "B"

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	19 April 2023
Project Title	Lease of Venue and Hotel Accommodation with Package Meal for the Strategic Planning of the Traffic and Parking Management Office
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
RFQ No.	100-23-03-442
Approved Budget for the Contract	One Hundred Ninety Nine Thousand Nine Hundred Ninety Nine and 80/100 Pesos (Php 199,999.80)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than <u>24 April 2023, 1:45 PM</u> at 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.
Date, Time and Place of the Negotiation	24 April 2023, Monday, 2:00 PM, 7 <sup>th</sup> Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall commence from <b>May 6, 2023 to May 7, 2023</b>
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.

f:   
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 and Hotel Accommodation with Package Meal for the Strategic Planning of the Traffic and Parking Management Office under PR No. 100-23-03-442</b>																			
<b>TECHNICAL SPECIFICATIONS/SCOPE OF WORK</b>																			
<b>Live-In Workshop</b> Check In: May 6, 2023, Saturday, 8:00 AM Check Out: May 7, 2023, Sunday, 17:00 PM																			
May 6, 2023 to May 7, 2023 Number of Days: 2 days and 1 night Type of Accommodation: <ul style="list-style-type: none"> <li>• Can accommodate 30 participants for the discussion about the strategic planning about the projects included in the Annual Investment Program (AIP) for the year 2023</li> <li>• Well-lighted and well-ventilated all the rooms</li> <li>• Complimentary Wi-Fi at Halls</li> <li>• Provide the facilities and amenities for the participants and coordinators</li> <li>• Function room set-up: Boardroom set-up</li> <li>• Free flowing coffee</li> <li>• Facilitators are well-known in facilitating team building in conducting Leadership and character development</li> <li>• Availability of audio-visual equipment with stand by assistant:               <ul style="list-style-type: none"> <li>✓ Use of LCD projector with screen</li> <li>✓ Use of whiteboard pen and eraser</li> <li>✓ Complete set of sound system</li> <li>✓ At least two (2) extension cords</li> <li>✓ At least two (2) microphones with one (1) microphone stand with Lectern</li> </ul> </li> <li>• Can use the function room until 10:00pm</li> <li>• Free parking space at anytime</li> </ul>																			
<b>Meals Requirements for May 6, 2023 to May 7, 2023</b>																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">MEALS</th> <th style="width: 25%;">Day 1</th> <th style="width: 25%;">Day 2</th> </tr> </thead> <tbody> <tr> <td>Breakfast</td> <td style="text-align: center;">x</td> <td style="text-align: center;">✓</td> </tr> <tr> <td>AM Snacks</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> </tr> <tr> <td>Lunch</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> </tr> <tr> <td>PM Snacks</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> </tr> <tr> <td>Dinner</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">x</td> </tr> </tbody> </table>		MEALS	Day 1	Day 2	Breakfast	x	✓	AM Snacks	✓	✓	Lunch	✓	✓	PM Snacks	✓	✓	Dinner	✓	x
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<ul style="list-style-type: none"> <li>• For Breakfast: Buffet Set up</li> <li>• AM/PM Snacks: pasta, bread, and drinks</li> <li>• Lunch: Buffet set up</li> </ul>																			



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

I - Technical Specification:

II -Activity Title: Strategic Planning

III -

Date of Activity	Estimated Number of Paxs	Number of Days	Unit Cost	Budget Estimates
May 6 to 7 2023	30	2 days	6,666.66	199,999.00

IV - Number of Days: 2 days

V -Type of Accommodation:

Day 1 - Check In time: 08:00 am (May 6, 2023)

Day 2 - Check Out time: 17:00 pm (May 7, 2023)

<ul style="list-style-type: none"> <li>• Can accommodate 30 participants for the discussion about the strategic planning about the projects included in the Annual Investment Program (AIP) for the year 2023.</li> </ul>
<ul style="list-style-type: none"> <li>• Well-lighted and well-ventilated all the rooms and</li> </ul>
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<ul style="list-style-type: none"> <li>• Provide the facilities and amenities for the participants and coordinators.</li> </ul>
<ul style="list-style-type: none"> <li>• Function room set-up: Boardroom Set-up</li> </ul>
<ul style="list-style-type: none"> <li>• Free flowing coffee</li> </ul>
<ul style="list-style-type: none"> <li>• Facilitators are well-known in facilitating team building in conducting Leadership and character development.</li> </ul>
<ul style="list-style-type: none"> <li>• Availability of audio-visual equipment with stand-by assistant:               <ul style="list-style-type: none"> <li>✓ Use of LCD projector with screen</li> <li>✓ Use of whiteboard pen and eraser</li> <li>✓ Complete set of sound system</li> <li>✓ At least two (2) extension cords</li> <li>✓ At least two (2) microphones with one (1) microphone stand with Lectern</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>• Can use the function room until 10:00pm.</li> </ul>
<ul style="list-style-type: none"> <li>• Free Parking Space at anytime.</li> </ul>

**Meals Requirements:**

Meals	Day 1	Day 2
Breakfast	x	✓
AM Snacks	✓	✓
Lunch	✓	✓
PM Snacks	✓	✓
Dinner	✓	x

- For Breakfast : Buffet Set up
- AM/PM Snacks: Pasta, Bread and Drinks
- Lunch : Buffet Set-up
- For Dinner: Buffet Set-up

**Other Requirement/s:**

- Maintain cleanliness-function hall, restrooms, sleeping quarters, hallway, dining area and coffee area.
- Availability of facilities for the activities during the two (2) days check -in.
- With 24 hrs security, front desk, and housekeeping service.
- Dates can be re-booked in case of emergency/unforeseen circumstances.
- Function room and Accommodation room are in the same compound or area.

PLTCOL. RODRIGO M. DEDIOS (RET)  
OIC. TPMO