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. 100-23-04-707 for the Lease of Venue for the Development of Competency Framework & Competency –Based Job Descriptions for Social Sectors (OPTA) from 22 to 23 May 2023, 13 to 14 June 2023, 20 to 21 June 2023, 04 to 05 July 2023, 18 to 19 July 2023, 08 to 09 August 2023 and 15 to 16 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 lessors responded;

WHEREAS, on 08 May 2023, the **LESSEE**, through its BAC, conducted negotiation and evaluation and found the **LESSOR**'s quotation to be responsive;

CONTRACT NO. 100-23-04-707

WHEREAS, the **LESSOR** thus offered for lease to the **LESSEE** a venue, accommodations, function room, equipment, and meals in Oakridge Properties Inc. – Discovery Suites;

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 Eight Hundred Forty Thousand Pesos Only (Php 840,000.00);

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 22 to 23 May 2023, 13 to 14 June 2023, 20 to 21 June 2023, 04 to 05 July 2023, 18 to 19 July 2023, 08 to 09 August 2023 and 15 to 16 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 **Eight Hundred Forty Thousand Pesos Only (Php 840,000.00)**.

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.

CONTRACT NO. 100-23-04-707

- 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

CONTRACT NO. 100-23-04-707

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 hereigday of, 2023 at Pasig Cit | to set their hands this $\frac{17}{202}$ y . |
|---|---|
| CITY OF PASIG | OAKRIDGE PROPERTIES, INC. |
| Ву: | Ву: |
| HON. VICTOR MA. REGIS N. SOTTO | JANICE AIRENE Z. TIAMBENG Authorized Representative |
| WITNES | SES: |
| (Printed Name and Signature) | (Printed Name and Signature) |
| Funds Appropriated: MS. MARTINELLI A. SANTIAGO OIC - City Budget Office | Funds Obligated: MS. JUMA CUENCO City Accountant (1) 100- 20 29- 04- 5289- 12 31 |
| Funds Available: | Recommending Approval: |
| MS. MARITA A. CALAJE City Treasurer | ELVIRA R. FLORES City Gov't Dept. Head II (HRDO) |

ACKNOWLEDGMENT

| REPUBLIC OF THE PHILI City of PASIG CITY. | PPINES)) S.S. | |
|---|---|----------------------------------|
| | ublic for and in the City of personally appeared: | PASIG CITY of, on this day of |
| Name | Government ID | Issue and Expiry Date |

| Name | Government ID | Issue and Expiry Date |
|------------------------------|--------------------------------------|-----------------------|
| JANICE AIRENE Z. TIAMBENG | Privers linciense NOI-10 - 001054 | JAM BI. ZIVY |

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. Page No._ Book No.

Series of 2023

LETICIA M. AMON 羅 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

ACKNOWCLE Compliance No. VII-0000050/6-18-2019 Malinao, Pasig City

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of MAY 1 9 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._ Page No._ Book No.

Series of 2023

GIO CARLO C. MENDOZA

Notary Public for Pasig, San Juan & Pateros Until 31 December 2023

Appointment No. 129 PTR No. 0112750, 04 January 2023, Pasig City

IBP Lifetime No. 016515, Laguna Roll of Attorneys No. 69172

MCLE Compliance No. VII-002380€ONTRACT NO. 100-23-04-707 Valid until 14 April 2025

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:

- 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,
- The Office of the Corporate Secretary, has custody of the Corporate records of the Corporation;
- 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 connects, including the Russay of Internal Revenue, Social Security System, Home 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."

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

JANICE AIRINE Z. TIAMBENG

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

> Kie e. Liberato Assistant Corporate Scoretary

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 TJN 267-153-055.

Doc. No. Page No. ŧ۷ Book No.

Series of 2020.

Codes change Affgro-corp cold-140730 seguatories 50 Afaic TVC NACAO. 536-200

ISAIAN S. SAN MIGUEL

North Public to Chies of Facily and San Juan and a the Manapathy of Paters

Apparation No. 225 (2015)2020;

Committed Lipurs on December 31, 2020 (2016) 8-3; Talwir, Page Center, Exceeding Road Congres Control, 1055 Pasin City PCR 105, 265306 (2016) 105, 2016 (Manaparayong Motols of Recol/2016) 104, 22, 15 (PPLM Road of Recol/2016) No. 54224 (MCLEC No. VICOZ5555) 04, 15, 19



PROCUREMENT MANAGEMENT OFFICE

ANNEX "B"

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

| Date | 05 May 2023 |
|--|--|
| Project Title | Lease of Venue for the Development of Competency Framework & Competency –Based Job Descriptions for Social Sectors (OPTA) – Human Resource Development Office |
| Mode of | Negotiated Procurement (Lease of Real Property or Venue) |
| Procurement | |
| RFQ No. | 100-23-04-707 |
| Approved Budget for the Contract | One Million Sixty Four Thousand Pesos (Php 1,064,000.00) |
| Deadline and Place for the Submission of Quotation | Please submit the accomplished Quotation and required documents not later than <u>08 May 2023</u> , <u>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 |
| Date, Time and Place of the | address) of the bidder. 08 May 2023, 2:00 PM, 7th Floor, Meeting Room, Pasig City Hall |
| Negotiation | |
| TERMS | Date of Activity: 22 to 23 May 2023, 13 to 14 June 2023, 20 to 21 June 2023, 04 to 05 July 2023, 18 to 19 July 2023, 08 to 09 August 2023 and 15 to 16 August 2023. |
| NOTES | Lessor shall submit their offer/quotation through their duly authorized representatives Quotations submitted exceeding the Approved Budget for the Contract (ABC) shall be rejected. The prices quoted are to be paid in Philippine Currency. All prices quoted are subject to all Philippine Tax Statutes. Award of contract shall be made to the lowest quotation which complies with the technical specifications and other terms and conditions stated herein. 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. 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 Development of Competency Framework & Competency —Based Job Descriptions for Social Sectors (OPTA) under PR No. 100-223-04-707

TECHNICAL SPECIFICATIONS/SCOPE OF WORK

Date of activity: 22 to 23 May 2023, 13 to 14 June 2023, 20 to 21 June 2023, 04 to 05 July 2023, 18 to 19 July 2023, 08 to 09 August 2023 and 15 to 16 August 2023.

Number of Days: 2 days/batch (Live Out)

Desired Venue and/or Function: Within Metro Manila – Ortigas Area

Live-out for 40 pax/Batch

Function Room Requirements

Arrival: 7:30 AM

- 22 May 2023, Monday
- 13 and 20 June 2023, Tuesday
- 04 and 18 July 2023, Tuesday
- 08 and 15 August 2023, Tuesday

Departure: 6:00 PM

- Z3 May 2023, Tuesday
- 14 and 21 June 2023, Wednesday
- 05 and 19 July 2023, Wednesday

09 and 16 August 2023, Wednesday

Can accommodate 40 pax, 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) 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
- Two (2) table for the Secretariat (Registration Area) and

technical staff

Mints, paper and pencil

Meals Requirements

First Meal: AM Snacks

- e 22 May 2023, Monday
- 13 and 20 June 2023, Tuesday
- 04 and 18 July 2023, Tuesday
- 08 and 15 August 2023, Tuesday

Last Meal: PM Snacks

- 23 May 2023, Tuesday
- 14 and 21 June 2023, Wednesday

| | rd 19 July 2023 rd 16 August 20 | | 3y | | | |
|---|---|--|--|---|--|---------|
| | MEALS | Day 1 | Day 2 | | | |
| | AM Snacks | √ | | | | |
| | Lunch | √ | | - | | |
| | PM Snacks | √ | / | | | |
| and vegetab AM and | les), soup, rice, PM Snacks: sa wing coffee an | , dessert, drink ndwich or past | of meat: chickers a; with drinks | r, pork ar beef | ppa//v · · · · · · · · · · · · · · · · · · | |
| | | iliness functio | n hall, restro | oms, hallway, | | |
| coffee/tea a Pro Wit Dat circumstance Fur same buildi Cor | rea and dining vision for backe the appropriate part of 24-hour secures can be recession room and | area drop for the act parking area fo witty, front-desh -booked in ca and accommoda at Employment Comfort Room wallable when n | tivity r at least 10 veh c and housekees use of emerger ation rooms sho Opportunity Po eeded | nicles oing services ncy/unforeseen ould be on the | | |
| | | | FINANCIAL | PROPOSAL | | |
| | Name of Pro | ject | | Grand Total Co | ost for the Lease of | Venue |
| Competen | enue for the O Icy Framework & Descriptions PTA) | & Competence | ¥ | _ | ount in Figures) | ng |
| | | | A4174 | (Amount in v | vords of Grand Tota | (Cost) |

Additional Requirements:

Together with your proposal/quotation, kindly submit the following documents:

 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.

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.
- 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)
- 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 (Please indicate name of company) |





ANNEX "B"

TERMS OF REFERENCE

Technical Specifications

Activity Title DEVELOPMENT OF COMPETENCY FRAMEWORK & COMPETENCY-BASED JOB DESCRIPTIONS FOR SOCIAL SECTORS - Output-Process-Task Alignment (OPTA) workshops

| DATE OF ACTIVITY | Estimated Number of Paxs | Number of Days | Unit Cost | Budget Estimates |
|------------------------|--------------------------------|----------------|-----------|------------------|
| May 22-23, 2023 | 40 | 2 days | 1,900.00 | 152,000.00 |
| June 13-14, 2023 | 40 | 2 days | 1,900.00 | 152,000.00 |
| June 20-21, 2023 | 40 | 2 days | 1,900.00 | 152,000.00 |
| July 4-5, 2023 | 40 | 2 days | 1,900.00 | 152,000.00 |
| July 18-19, 2023 | 40 | 2 days | 1,900.00 | 152,000.00 |
| August 8-9, 2023 | 40 | 2 days | 1,900.00 | 152,000.00 |
| August 15- 16, 2023 | 40 | 2 days | 1,900.00 | 152,000.00 |

I. Number of Days: 2 days/batch (live-out)

II. Desired Venue and/or Function: within Metro Manila - Ortigas Area

III. Type of Accommodation:

Use of Function room

o Arrival :

7:30 am (May 22, 2023) 7:30 am (June 13 & 20, 2023)

7:30 am (July 4 & 18, 2023) 7:30 am (August 8 & 15, 2023)

Departure

6:00 pm (May 23, 2023) 6:00 pm (June 14 & 21, 2023) 6:00 pm (July 5 & 19, 2023)

6:00 pm (August 9 & 16, 2023)







- Can accommodate 40 paxs, flexible for group activities/workshops
- Well-lighted and well-ventilated
- Availability of audio-visual equipment with stand-by assistant:
 - O Use of LCD projector with screen the was 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 atleast 10 hours
- Function room set-up: Round table set-up
- Two (2) tables for the Secretariat (Registration Area) and Technical staff
- Mints, paper and pencil

Meals Requirements:

First Meal: - AM Snacks

(May 22, 2023)

(June 13 & 20, 2023)

(July 4 & 18, 2023)

(August 8 & 15, 2023)

Last Meal: -PM Snacks

(May 23, 2023)

(June 14 & 21, 2023)

(July 5 & 19, 2023)

(August 9 &16, 2023)

| MEALS | Day 1 | Day 2 |
|-----------|-------|-------|
| AM Snacks | J | / |
| Lunch | 1 | / |
| PM Snacks | 1 | · · |

- For lunch 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, hallway, coffee/tea area, and dining area
- Provision for backdrop of the activity
- With appropriate parking area for at least 10 vehicles
- With 24-hour security, front-desk and housekeeping services.
- Dates can be re-booked in case of emergency/unforeseen circumstances.
- Function room and Accommodation rooms should be on the same building
- Compliant to Equal Employment Opportunity Policy (EEOP)
 - > Easy access of comfort room
 - > With ramp
 - First Aid Kits available when needed
- With a passing rating of at least 90% in Market Analysis

Prepared By:

Analiza V. Tatco OIC - L & D Division Reviewed/Approved By:

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

