

## 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 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. **100-23-04-705** for the **Lease of Venue for Leave Administration Course on Effectiveness (LACE)- Human Resource Development Office** from May 23 to 24, 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 two (2) potential lessors responded;

**WHEREAS**, on 8 May 2023, the LESSEE, through its BAC, conducted negotiation and evaluation and found the LESSOR's quotation to be responsive;

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**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 Hundred Sixty Two Thousand Pesos (PhP362,000.00)**;

**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 to 24 May 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 Sixty Two Thousand Pesos (PhP362,000.00)**;

#### **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.

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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 22 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:

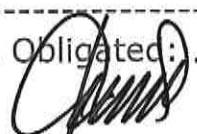
(Printed Name and Signature)

(Printed Name and Signature)

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Funds Appropriated:

Funds Obligated:

  
**MS. MARTINELLI A. SANTIAGO**  
OIC - City Budget Office

  
**MS. JUVY A. CUENCO**  
City Accountant  
100-2023-04-0270-103N

Funds Available:

Recommending Approval:

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

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

CONTRACT NO.100-23-04-705

**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 22 2023**, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
JANICE ARENE Z. TIAMBENG	DRIVERS LICENSE NDI-ID-001054	2024-01-31 PHILIPPINES

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. 254  
Page No. 52  
Book No. 93  
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 Floor, Centre, U. Velasco, Ave.,  
 Malinao, Pasig City

**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of **MAY 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. 101  
Page No. 22  
Book No. 74  
Series of 2023

*Carlito G. Abesamis*  
**ATTY. CARLITO G. ABESAMIS**  
 Notary Public-Pasig City  
 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.100-23-04-705**



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:

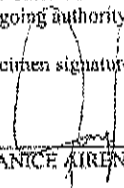
1. I am the duly elected and qualified Assistant Corporate Secretary of OAKRIDGE PROPERTIES, INC. doing business under the names and styles of Discovery Centre; Oakridge Mansion; Discovery Suites; 22 Prime; Resto 5; and Serendipity Lounge (the "Corporation"), a corporation organized and existing under 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 Airene 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 TIN 267-153-055:

Doc. No. 697;  
Page No. 69;  
Book No. IV;  
Series of 2020.

I, Notary Public for the Cities of Tagaytay and San Juan and in the Municipality of Patagos  
Appointment No. 125 (2016-2020)  
Commission expires on December 31, 2020  
2704 East Tower, PSEB Center, Exchange Road  
Ortigas Center, 1905 Pasig City  
1978 (C. 29) (2016) (1) (1) (8) (20) (1) Manila, P.O. Box  
1978 (C. 29) (2016) (1) (1) (8) (20) (1) Manila, P.O. Box  
Notary Public No. 69205  
REG. NO. 21-0220465 (04-15-15)

ISAAN G. SAN MIGUEL  
Notary Public for the Cities of Tagaytay and San Juan  
and in the Municipality of Patagos  
Appointment No. 125 (2016-2020)  
Commission expires on December 31, 2020  
2704 East Tower, PSEB Center, Exchange Road  
Ortigas Center, 1905 Pasig City  
1978 (C. 29) (2016) (1) (1) (8) (20) (1) Manila, P.O. Box  
1978 (C. 29) (2016) (1) (1) (8) (20) (1) Manila, P.O. Box  
Notary Public No. 69205  
REG. NO. 21-0220465 (04-15-15)





### REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	4 May 2023
Project Title	Lease of Venue for Leave Administration Course on Effectiveness (LACE)- Human Resource Development Office
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
RFQ No.	100-23-04-705
Approved Budget for the Contract	Four Hundred Forty Thousand Pesos (PhP440,000.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than 8 May 2023, 1:45 PM 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	8 May 2023, (Monday) 2:00 PM, 7 <sup>th</sup> Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall commence from May 23, 2023 to May 24, 2023
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



2/1

Description of Service Requirement	Offered Technical Proposal Please fill in with either: "Comply" or "Not Comply"																		
Lease of Venue for Leave Administration Course on Effectiveness (LACE)- Human Resource Development Office under PR No. 100-22-04-705																			
TECHNICAL SPECIFICATIONS/SCOPE OF WORK																			
<p>May 23, 2023 to May 24, 2023</p> <p>Number of Days: 2 days</p> <p>Desired Venue and/or Function: within Metro Manila- Ortigas Area</p> <p>Type of Accommodation:</p> <ul style="list-style-type: none"> <li>○ Board and Lodging (Full Board)</li> <li>✓ Twenty (20) Double – Sharing Room</li> <li>✓ Complimentary packed breakfast</li> <li>✓ Sanitized beddings, rooms and restrooms</li> </ul>																			
<p>Function Room Requirements</p> <ul style="list-style-type: none"> <li>● Can accommodate 40 pax, flexible for group activities/workshop</li> <li>● Well lighted and well ventilated</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 with whiteboard pen &amp; eraser</li> <li>○ Complete Set of sound system</li> <li>○ At least Four (4) extension cords</li> <li>○ At least two (2) wireless microphones with one (1) microphone stand</li> </ul> </li> <li>● Unlimited free access to internet / WIFI in all areas of venue</li> <li>● Use of venue for at least 10 hours</li> <li>● Function room set-up: Round table set-up</li> <li>● Two (2) table for the Secretariat (Registration Area) and</li> </ul> <p>Technical staff</p> <ul style="list-style-type: none"> <li>● Mints, paper and pencil</li> </ul>																			
<p>Meals Requirements</p> <p>First Meal: May 23, 2023- Breakfast</p> <p>Last Meal: May 24, 2023- Dinner</p> <table border="1" data-bbox="394 1696 881 2037"> <thead> <tr> <th>MEALS</th> <th>Day 1</th> <th>Day 2</th> </tr> </thead> <tbody> <tr> <td>Breakfast</td> <td style="text-align: center;">✓</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;">✓</td> </tr> </tbody> </table> <ul style="list-style-type: none"> <li>● For lunch, 3 main dish (fish; choice of meat: chicken, pork or beef and vegetables), soup, rice, dessert, drinks</li> <li>● AM and PM Snacks: sandwich or pasta; with drinks</li> <li>● Free flowing coffee and/or tea</li> </ul>	MEALS	Day 1	Day 2	Breakfast	✓	✓	AM Snacks	✓	✓	Lunch	✓	✓	PM Snacks	✓	✓	Dinner	✓	✓	
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Lunch	✓	✓																	
PM Snacks	✓	✓																	
Dinner	✓	✓																	





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

Technical Specifications

Activity Title	LEAVE ADMINISTRATION COURSE ON EFFECTIVENESS (LACE)
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DATE OF ACTIVITY	Estimated Number of Paxs	Number of Days	Unit Cost	Budget Estimates
May 23-24, 2023	40	2	4,000.00	320,000.00
May 23-24, 2023	20 rooms	1	6,000.00	120,000.00

- I. Number of Days: 2 days.
- II. Desired Venue and/or Function: within Metro Manila – Ortigas Area
- III. Type of Accommodation:

- Board and Lodging (Full Board)
  - > Twenty (20) Double-Sharing Room
  - > \*Complimentary packed breakfast
  - > Sanitized Beddings, Rooms and Restrooms

- Arrival : 9:00 am (May 23, 2023)
- Check-out time : 6:00 pm (May 24, 2023)

• Can accommodate 40 paxs, flexible for group activities/workshops
• Well-lighted and well-ventilated
• 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 with whiteboard pen &amp; eraser</li><li>○ Complete set of sound system</li><li>○ At least two (4) extension cords</li><li>○ At least two (2) wireless microphones with one (1) microphone stand.</li></ul>
• 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: May 23, 2023 - Breakfast*
- *Last Meal: May 24, 2023 - Dinner*

<i>MEALS</i>	<i>Day 1</i>	<i>Day 2</i>
<i>Breakfast</i>	✓	✓
<i>AM Snacks</i>	✓	✓
<i>Lunch</i>	✓	✓
<i>PM Snacks</i>	✓	✓
<i>Dinner</i>	✓	✓

- *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 (EEO)*
  - *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:

*[Signature]*  
 Analiza V. Tatco  
 OIC - L & D Division

Reviewed/ Approved By:

*[Signature]*  
 ELVIRA R. FLORES, MNSA, CESE  
 City Human Resource Development Officer