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 the

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. 100-23-06-1360 for the Lease of Venue for the Adoption and Child Care Consciousness Week; "Alternative Parental Care Training" – Pasig City Social Service & Welfare Department from 07 July 2023 to 09 July 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 (1) potential lessor responded;

WHEREAS, on 30 June 2023, the **LESSEE**, through its BAC, conducted negotiation and evaluation and found the **LESSOR**'s quotation to be responsive;

WHEREAS, the **LESSOR** thus offered for lease to the **LESSEE** a venue, accommodations, function room, equipment, and meals in Oakridge Properties, Inc. – 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 One Hundred Seventy Thousand Pesos (Php 170,000.00);

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 07 July 2023 to 09 July 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 Seventy Thousand Pesos (Php 170,000.00).**

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 rethis contract, whether in part or in its ent	
IN WITNESS WHEREOF, the parties hered	
	-
CITY OF PASIG	OAKRIDGE PROPERTIES, INC.
Ву:	By:
HON. VICTOR MA. REGIS N. SOTTO City Mayor	HASH PEARL ANN REYES Authorized Representative
WITNES	SES:
(Printed Name and Signature)	(Printed Name and Signature)
/	
Funds Appropriated:	Funds Obligated:
MS. MARTINELLI A. SANTIAGO	MS. JUVY A. CUENCO
OIC - City Budget Office	City Accountant
Funds Available:	Recommending Approval:
Anley V	No
MS. MARITA A. CALAJE	MA. TERESA Ö. 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 n this day of 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
HASH PEARL ANN REYES	P21346476	Mry 10, 2014 / May 111, 2014

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. 20

Series of 2023

ATTY. CARLOS & ABESAMIS
Potary Public-Pasis City
Until Becember 31, 2023
ROLL NO. 43288
IBP LIFETIME NO. 08352
PTR NO. 9004628
APPOINTMENT NO. 25 (2022-2023)
MCLE NO. VII-0030173
TIN NO. 127-509-331-00000

ACKNOWLEDGMENT

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. 92

Page No. 70

Book No. ___

Series of 2023

ATTY. CARTOS C. ABESAMIS

ROLL NO. 43289

IBP LIFETIME NO. (8352 PTR NO. 9004628

APPOINTMENT NO. 25 (2022-2023) MCLE NO. VII-0030173 TIN NO. 127-509-331-00000

Page 5 of 5 | CONTRACT NO. 100-23-06-1360 | JSC/u

)) S.S.



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 prequalification 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 1 9 2000

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

JANINE T. TUTANES
Assistant Corporate Secretary

MAY 1 9 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.

Page No. Pag

POLICIAN ACTIVITY AND AND City
For Posity City
Apparatus

f. data chemic 428grp/corp 536 oakridge properties inc/sc/d-250508 bidding with passe city - aakridge 538 doc ABKTACRUTUmars 538-200



PROCUREMENT MANAGEMENT OFFICE

ANNEX "B"

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	26 June 2023
Project Title	Lease of Venue for the Adoption and Child Care Consciousness Week; "Alternative
80	Parental Care Training" – Pasig City Social Service & Welfare Department
Mode of	Negotiated Procurement (Lease of Real Property or Venue)
Procurement	
RFQ No.	100-23-06-1360
Approved Budget	One Hundred Eighty Three Thousand Pesos (Php 183,000.00)
for the Contract	
ior the contact	Please submit the accomplished Quotation and required documents not later than 30 June
Deadline and Place	2022 11:15 AM at the Rids and Awards Committee (BAC) through the Procurement
for the Submission	Management Office (BAC Secretariat Office), 4th Floor, Pasig City Hall, San Nicolas, Pasig
of Quotation	City.
	You may enclose all the documents in an envelope duly marked with the following details:
	Title and reference number of the project (Purchase Request No.); and
	to the state of th
	address) of the bidder.
	30 June 2023, 11:30 AM, 7 th Floor, Meeting Room, Pasig City Hall
Date, Time and	30 Julie 2023, 11:30 Aivi, 7
Place of the	
Negotiation TERMS	The lease contract shall commence from 07 July 2023 to 09 July 2023.
TERIVIS	Lessor shall submit their offer/quotation through their duly authorized
NOTES	The state of the s
	representatives 2. Quotations submitted exceeding the Approved Budget for the Contract (ABC) shall be
1	1
1	rejected. 3. The prices quoted are to be paid in Philippine Currency.
	All prices gueted are subject to all Philippine Tax Statutes.
	to the lowest quotation which compiles will the
	tacknical engeifications and other terms and conditions stated nerein.
	to the less that have the right to inspect and/or to less the real
1	preparty to confirm their conformity to the technical specifications.
	THE CITY COVERNMENT OF PASIG reserves the right to reject any and all blus, declare
	s it was flidding or not award the contract at any time prior to contract award in
Į.	a failure of bidding, of not award the control of 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.
	thereby incurring any hability to the arrests

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

Caruncho Avenue, Barangay San Nicolas, Pasig City 1600 Metro Manila

Description of Service Requirement

Offered Technical Proposal

Please fill in with either: "Comply" or "Not Comply"

ss Week: "Alternative Parental Care Training"

Lease of	Venue for the Ado	ption and Child C under	are Consciou PR No. 100-	sness Week; " 23-06-1360	'Alte	ernative Parental Care Training"
	TECHNICAL SP	ECIFICATIONS/SCO	OPE OF WOR	K	T	
					+	
07 Jul	y 2023 to 09 July 2023	Estimated numl of pax	per Numb	er of days		
Room	accommodation	8	3 day	s, 2 nights		
	Food	20	=	days	-	
Number Type of	2023 to 09 July 202 of Days: 3 days 2 I Accommodation: L nd Lodging (Full Bo	nights live in for 8 pax, liv	ve out for 12	pax		
A A A only A A	One (1) Quadruple Two (2) Twin Shar Buffet Breakfast (6 Complimentary pa Sanitized bedding Wireless internet of Daily replenishme Daily housekeepin Arrival: 8:00 am (6 Check-out time: 2	e Sharing room ing room 5 am to 10 am) orking , rooms, and restre connection (Wi-Fi) ent of bathroom aring service 07 July 2023)	, one account	per apartmer	nt	
Functio	Can accommon sey/workshops Well lighted and wallability of audies of LCD project Use of whiteboar Complete Set of At least Four (4) of At least two (2) was of venue for Function rooms	well ventilated dio-visual equipmentor and wide screed with whiteboard system extension cords wireless microphocaes to internet / at least 10 hours et-up: Classroom to the Secretariat (R	ent with standen en & erase dipen & erase nes with one WIFI in all are	r (1) microphor		
Meals	Requirement:				7	
M	EALS	Day 1	Day 2	Day 3	-	

Buffet Breakfast	√	√	✓		
(8 Pax)					
AM Snacks	✓	√	1		
(20 pax)			 		
Buffet Lunch	√	√	1		
(20 pax)				4	
PM Snacks	✓	√	1		
(20 pax)				-	
Buffet Dinner	✓	✓			
(8 Pax)			<u> </u>	ل	
With rampFirst aid kits a	andwich, kakar ain dishes (fish b), dessert, rice a nd/or tea anliness funct /tea area and d e parking area - curity, front-de- re-booked in of with equal e	nin or pasta w choice of me and cold drink from hall, res ining area 10 slots sk and housek case of emer mployment of	ith drinks eat: chicken, poss strooms, sleep seeping service rgency/unfores	ork,	
With passing rat	ing of acteurs				
		FINANCI	AL PROPOSAL		
Name of Pr	oject		Grand To	tal Co	ost for the Lease of Venue
			P	hP	
Lease of Venue for the Adoption and (Amount in Figures)					
Lease of Venue for th	e Adoption and	u		(MIN	OPHE HI FIRM CA
Child Care Conscion	usness week; Lara Training	,			
"Alternative Parenta	i Cale Hanning				
				·	
			(Amoun	t in v	vords of Grand Total 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. 2. Latest Income or Business Tax Returns filed and paid through the BIR Electronic Filing and Payment System (EFPS).

In accordance with Revenue Regulation No. 3-2005, the above-mentioned tax returns shall refer to the following:

- Latest Income Tax Return (ITR) For participants already with an Annual ITR, latest ITR shall refer to the ITR for the preceding Tax Year be it on a calendar or fiscal year. For new establishments which, therefore, have no annual ITR yet, it shall refer to the most recent quarter's ITR.
- Latest Business Tax Return refers to the Value Added Tax (VAT) or Percentage Tax returns covering the previous six (6) months.
- 3. Philippine Government Electronic Procurement System (PhilGEPS) Registration Number or PhilGEPS Platinum Certificate of Registration and Membership;
- 4. Accomplished and notarized Omnibus Sworn Statement. (https://www.gppb.gov.ph/assets/forms/Omnibus%20Sworn%20Statement(Revised).docx)
- 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/o	offer for and on behalf (Please indicate name of company)



ANNEX "B"

TERMS OF REFERENCE

Technical Specifications

	D AL	
	ADOPTION AND CHILD CARE CONSCIOUSNESS WEEK; "Alternative Parental	
Activity Title	Care Training"	_

Date of Activity	Estimated number of pax	Number of days	Unit cost	Budget estimates
Room Accommodation July 7, 8 & 9, 2023	8	3 Days & 2 Nights	4,375.00	35,000.00
Food July 7, 8 & 9, 2023	20	3 days	7,400.00	148,000.00

- Number of Days: Three (3) days and Two (2) Night T.
- Desired Venue and/or Function: II.
- Type of Accommodation: TIII.

Board and Lodging (Full Board)

- One (1) Quadruple Sharing Room Two (2) Twin Sharing Room
- Buffet Breakfast (6 am to 10 am)
- Complimentary Parking 0
- Sanitized Bedding, Rooms, and Restrooms
- Wireless internet connection (Wi-Fi), one account per apartment only
- Dany reprenishment of bathroom amenities
- Daily housekeeping service
 - Arrival:

8:00 am (July 7, 2023)

· Check-out Time:

2:00 pm (July 9, 2023)

FUNCTION ROOM REQUIREMENTS: IV.

- Can accommodate at least 20 pax, flexible for group activities/
- 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 0
 - 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)
- o Mints, paper, and pencil





MEAL REQUIREMENTS V.

MEALS	DAY 1 July 7, 2023	DAY 2 July 8, 2023	DAY 3 July 9, 2023
Buffet Breakfast (8pax)	√	√	1
AM Snacks (20pax)	√	√	1
Buffet Lunch (20pax)	1	1	1
PM Snacks (20pax)	1	1	√
Buffet Dinner (8pax)	1	1	

- 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

OTHER REQUIREMENTS VI.

- Maintaining cleanliness of function hall, restrooms, sleeping quarters, hallway, coffee/tea area, and dining area
- With appropriate parking area 10 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)
 - o 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:

V. JABONILLO Admin Aide III

Noted by:

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

