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. 100-23-05-1259 for the Lease of Venue for Basic Technical Writing Workshop – Pasig City Disaster Risk Reduction and Management Office from August 16 to 18, 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 12 July 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

Page 1 of 5 | CONTRACT NO. 100-23-05-1259 | AEN 4/

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 Two Hundred Eighty Nine Thousand Pesos (Php 289,000.00);

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 16 to 18 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 **Two Hundred Eighty Nine Thousand Pesos (Php 289,000.00)**.

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

Page 2 of 5 | CONTRACT NO. 100-23-05-1259 | AEN

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 en	tirety.					
IN WITNESS WHEREOF, the parties here day of, 2023 at Pasig Cit	to set their hands this <u>0 3 AUG 2023</u>					
CITY OF PASIG	OAKRIDGE PROPERTIES INC.					
Ву:	By:					
HON. VICTOR MA. REGIS N. SOTTO	HASH PEARL ANN REYES 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 - 2023 - 05 - 6442 - 1032					
Funds Available:	Recommending Approval:					
MS. MARITA A CALAJE City Treasurer	BRYANT MERYLL RUIZ Q. WONG City Gov't. Dept. Head II-PCDRRMO					
The state of the s						

ACKNOWLEDGMENT

REPUBLIC	OF THE PHILIPPINES)	
City of	PASIG CITY	s.s.

PASIG CITY

BEFORE ME, a Notary Public for and in the City of _____, on this day of AUG 03 2023 ___, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
HASH PEARL ANN	Passport	May 107 2019/
REYES	P2134647B	MAY 9, 2019

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

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 Fir. Armal Centre, U. Velasco, Ave.,
Malinao, Pasig City

ACKNOWLEDGMENT

Notary Public for and in the City of Pasig, on this day of , 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

ATTY. CARLOS C. ABESAMIS
Nourry Public Pasis City
Unit December 1, 2023
ROLL NO. 43288
IBP LIFETIME NO. 08352

PTR NO. 900/628 APPOINTMENT NO. 25 (2022-2023) MCLE NO. VII-0030173 TIN NO. 127-509-331-00000

Page 5 of 5 | CONTRACT NO. 100-23-05-1259 | AEN [

) 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 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 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. 73.5 Book No. 73.5 Series of 2023.

Hall No. - Party And Co. O181655; O190723; Paulg Chy The 123 (111 - 103) S. L. O181655; O190723; Paulg Chy h paint dry - middle Suddon Paulg Chy Tel. r 632-1631-4090

lata'ellenn/428grp'corpt538 oakridge properties inc/se'd-239308 b IKT/ACHM1T'mars 518-200



PROCUREMENT MANAGEMENT OFFICE

ANNEX"B"

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	07 July 2023
Project Title	Lease of Venue for Basic Technical Writing Workshop—Pasig City Disaster Risk Reduction and Management Office
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
RFQ No.	100-23-05-1259
Approved Budget for the Contract	Two Hundred Ninety Thousand Pesos (Php 290,000.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than 12 July 2023, 1:45 PM at the Bids and Awards Committee (BAC) through the Procurement Management Office (BAC Secretariat Office), 4th Floor, 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 (RFQ No.); and 2. Name, address and contact details (telephone/cellphone number and email address) of the bidder.
Date, Time and Place of the Negotiation	12 July 2023, 2:00 PM, 7 th Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall commence from August 16, 2023 to August 18, 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

IKA- 1500 TAON

Description of Service Requirement

Offered Technical Proposal

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

Lease of Venue for Basic Technical Writing Workshop-Pasig City Disaster Risk Reduction and Management Office under RFQ No. 100-23-05-1259

TECHNICAL SPECIFICATIONS/SCOPE OF WORK

Number of Days

: 2 nights & 3 days for Instructors and Training Team

-Target Date: August 16-18, 2023 1 night & 2 days for Participants -Target Date: August 17-18, 2023

11. Desired Venue : Outside Pasig City Hall, within the area of Pasig City

111.

Type of Accommodation : Live- in Seminar/ Twin (Double) Sharing Room

A. Board and Lodging

- Twin (Double) Sharing Room;
- 24 Hour Hot and Cold Shower;
- Sanitized Beddings, Rooms and Restrooms;
- Arrival on August 16, 2023 (Day 0)- 2 PM (5 Instructors & TWG);
- Arrival on August 17, 2023 (Day 1)- 8 AM (Participants), Check-In Time is 2 PM;
- Check-out time of 12 NN on August 18, 2023 (Day 2) Last Day

B. Function Room Requirements

- Can accommodate 30 pax, following the IATF Guidelines and flexible for group activities and workshops;
- Class Room set-up;
- Well-lighted and ventilated;
- Unlimited and Free access to Internet/Wi-Fi in all areas;
- Use of Venue for at least 8 Hours;
- Four (4) Tables- 2 for Secretariat and 2 for Instructors;
- No pillars in the middle of Function Room;
- Can provide breakout rooms or space divider;
- Availability of Audio- Visual Equipment with stand-by personnel from hotel;
- With complete Training/ Seminar equipment (LCD) Projector and wide screen, Lecterns, whiteboard & Whiteboard Pen and Eraser, Complete Sound System, at least 4 extension cords, 3 Microphones and 1 Microphone stand).

Meals Requirements

TARGET DATE	MEAL BREAKDOWN						
	No. of Pax	Breakfast	AM Snack	Lunch	PM Snack	Dinner	
Aug. 16, 2023 (Day 0)	5	х	х	×	х	1	
Aug. 17, 2023 (Day 1)	30	1	1	1	1	1	
Aug. 18, 2023 (Day 2)	30	1	1	1	1	1	

For BREAKFAST: Complimentary buffet from the venue

For LUNCH & DINNER:3 Main Dish, a com	bination of fish, vegetable and choice of Meat
between chicken, beef and pork plus soup, ric	N - N
 For AM-PM SNACK: any light food with dr 	inks
 Serving time are as follows: 	
AM Snack: 10:00 AM	
Lunch: 11:30 AM	
PM Snack: 3:00 PM	
Dinner: 6:00 PM	(5) 8 0 0
 Free flowing candies, coffee and/or tea ar 	nd hot and cold water
Other Requirements:	
 Provision for backdrop for the activity 	2
With appropriate parking area for the	l l
With 24-hour security personnel	participants
- No. 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	all, restrooms, sleeping quarters, hallway,
coffee/tea area and dining area	an, restrooms, steeping quarters, nanway,
Name of Project	Grand Total Cost for the Lease of Venue
Lease of Venue for Basic Technical	PhP
Writing Workshop – Pasig City Disaster Risk Reduction and Management Office under RFQ No. 100-23-05-1259	(Amount in Figures)

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 pald 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

- 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	and a second sec
Duly authorized to sign quotation/		ehalf (Please indicate name of company)





DISASTER RISK REDUCTION AND MANAGEMENT OFFICE

ANNEX "B"

TERMS OF REFERENCE

Basi	c Technical W	riting Worksh	юр	
Date of Activity	Estimated No. of Pax	Number of Nights	Estimated Unit Cost	Estimated Budget
FOOD				
August 16, 2023 Day 0 (Instructors & Training Team)	5	1	1,000.00	5, 000.00
August 17-18, 2023 (Participants, Instructors & TWG)	30	2	2,500.00	150,000.00
	ACCOMMO	DATION		
August 16-18, 2023 (Instructors & Training Team)	5	2 nights	4,500.00	45,000.00
August 17-18, 2023 (Participants, Facilitators)	20	1 night	4,500.00	90,000.00

Number of Days

2 Nights & 3 Days for Instructors and Training Team

— Target Date: August 16-18, 2023

1 Night & 2 Days for Participants

- Target Date: August 17-18, 2023

II. Desired Venue

Outside Pasig City Hall, within the area of Pasig City

III. Type of Accommodation:

Live-In Seminar / Twin (Double) Sharing Room

A. Board and Lodging

- Twin (Double) Sharing Room;
- 24 Hours Hot and Cold Shower;
- Sanitized Beddings, Rooms and Restrooms;
- Arrival on August 16, 2023 (Day 0) 2PM (5 Instructors & TWG);
- Arrival on August 17, 2023 (Day 1) 8AM (Participants), Check-In time is 2PM; and
- Check-out time of 12 Noon on August 18, 2023 (Day 2) Last Day

B. Function Room Requirements

- Can accommodate 30 Pax, following the IATF Guidelines and flexible for group activities and workshops;
- Class Room set-up;
- Well-lighted and ventilated;
- Unlimited and Free access to Internet / WIFI in all areas;
- · Use of Venue for at least 8 Hours;
- Four (4) Tables 2 for Secretariat and 2 for Instructors;
- No pillars in the middle of Function Room;
- Can provide breakout rooms or space divider;
- · Availability of Audio-Visual Equipment with stand-by personnel from hotel

TAON

PANAHON NG PASIGUENO

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





DISASTER RISK REDUCTION AND MANAGEMENT OFFICE

 With complete Training/Seminar equipment (LCD Projector and wide screen, Lecterns, Whiteboard & Whiteboard Pen and Eraser, Complete Sound System, At least 4 extension cords, 3 Microphones and 1 Microphone stand).

C. Meal Requirements

Target Date	MEAL BREAKDOWN						
Aprilance - Control of the state of	No. of Pax	Breakfast	AM Snack	Lunch	PM Snack	Dinner	
August 16, 2023 (Day 0)	5	х	х	х	х	1	
August 17, 2023 (Day 1)	30	N	1	1	V	1	
August 18, 2023 (Day 2)	30	1	1	1	1	1	

- For BREAKFAST: Complimentary buffet breakfast from the venue.
- For LUNCH & DINNER: 3 Main Dish a combination of Fish, Vegetable and choice of Meat between Chicken, Beef and Pork plus Soup, Rice, Dessert and Drinks:
- For AM-PM SNACK: Any light Food with Drinks;
- · Serving time are as follows:

AM Snack: 10:00 AM Lunch: 11:30 AM PM Snack: 3:00 PM Dinner: 6:00 PM

Free flowing Candies, Coffee and/or Tea and Hot and Cold Water;

D. Other Requirements

- Provision of backdrop for the activity;
- · Appropriate parking area for the participants;
- 24 Hours Security personnel;
- Maintaining cleanliness at Function Hall, Restrooms, Hallway, Dining area, Rooms & Breakout Rooms

Prepared by:

EULUBELLEM. NORA

Administration Division Chief

IKR- TRON
PANAHON NG PASIGUERO