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 TIFFANY JOY ONG SISON, 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. 100-23-09-2012 for the Lease of Venue for the Conduct of Personality Development and Art of Managing Stress in the Vice Mayor's Office from September 28, 2023 to October 1, 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 22 September 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. 100-23-09-2012 | AEN

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 Million Twenty Three Thousand Pesos (Php 1,023,000.00);

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 September 28, 2023 to October 01, 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 Million Twenty Three Thousand Pesos (Php 1,023,000.00).**

ARTICLE IV AMENDMENT AND EXCLUSIVITY

- 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 Page 2 of 5 | CONTRACT NO. 100-23-09-2012 | AEN

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.

 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

- 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

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entirety and in cases arising after or by r this contract, whether in part or in its en	
IN WITNESS WHEREOF, the parties here day of, 2023 at Pasig Cit	
CITY OF PASIG	OAKRIDGE PROPERTIES INC.
Ву:	By: h Lh.
VICTOR MA REGIS N. SOTTO City Mayor	TIFFANY JOY ONG SISON Authorized Representative
WITNES	SES:
(Printed Name and Signature)	(Printed Name and Signature)
Funds Appropriated:	Funds Obligated:
MS. MA. THERESA B. HERNANDEZ OIC - City Budget Office	MS. JUVY A. CUENCO City Accountant/ 100 - 2023 - 69 - 0005 - 1016
Funds Available:	Recommending Approval:
MS. MARITA A CALAJE City Treasurer	ROBERT VINCENT JUDE B. JAWORSKI, JR.,

City Vice Mayor

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of ____PASIG CI,Ton this day of ____SEP_2 7 2023_, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
TIFFANY JOY ONG	Divueus Uciense	MAMICA
SISON	ND4-02-007-653	2031/12/06

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. 49/ Page No. 100 Book No. 11

Series of 2023

ATTY. LEYICIA M. AMON
Notary Public
Pasig, Pateros & San Juan
Valid Until December 31, 2023
Roll No. 22188
PTR AA No. 0112306/01-03-23

Official Receipt No. 574709, IBP Chapter MCLE Compliance No. VII-0000050/6-18-2019

A C K N O W LGB D G IMAEnN Centre, U. Velasco, Ave., Malinao, Pasig City

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of SEP 2.7.2023, 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. 325 Page No. 106

Series of 2023

Book No. _

ATTY, GERMED P. RUBIO Lary Public-Pasig Gity San Juan and Pateros Until December 31, 2024 ROLLIND, 84083 IBP NO. 243415

PTR No. 9004629 APPOINTMENT NO. 276(2023-2024) MCLE EXEMPTION NO. VIII-BEP002249 TIN NO. 238-919-765

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REPUBLIC OF THE PHILIPPINES PASIG CITY

SECRETARY'S CERTIFICATE

ALTHEA DOMINIQUE B. MALIWANAG, of legal-age. Filipino, single, with office address at 2704 Fast Fower, 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: OARRIDGE MANSION; DISCOVERY SUITES; 22 PRIME: RESTO 5: AND SERENDIFITY LOUNGE (the "Corporation"), a corporation organized and existing under the laws of the Philippines, with principal address at No. 25 ADB Avenue, Origas Center, Pasig City, under oath, does hereby certify that during the meeting of the Board of Directors of the Corporation held on 14 July 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 decuments are my be required by the City Consemble of Pasig. and documents as may be required by the City Government of Pasig;

"RESOLVED, FURTHER, that the Corporation's Director of Sales, Ms. Tiffany Joy Ong-Sison, 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." authority,"

IN ATTESTATION OF THE ABOVE, this Certificate has been signed this day of _2023 at Pasig City.

> ALTHEA DOMINIQUES, MALIWANAG Assistant Corporate Secretary

SUBSCRIBED AND SWORN to before me this 2 day of 2023 in Pasig City, affiant exhibiting to me her Passport ID No. P9013093 issued on 18 February 2022 at DFA Manila which expires on 17 February 2032 as her competent evidence of identity.

Doc. No. 62.
Page No. 79;
Book No. 79;
Series of 2023.

ROBERTO ROLANDO L. GEOTINA

Notery Public for Citics of Posig and Sen Juan
and in the Municipal by effectors
Appointment 114, 275 (2017-2023)

Commission actions in Descript 31, 2023

2704 East Tower, Tellish J. Str., Exchange Road

Ortigal Contr., 1615 Posig City
PTR No. 9004005/01.CA.25/posig City
IBP No. 260919/UI.05.23, RSM
Roll of Attornays No. 78571

Admitted to the Ban on 13 May 2022

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Annex "B" PROCUREMENT MANAGEMENT OFFICE

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	21 September 2023
Project Title	Lease of Venue for the Conduct of Personality Development and Art of Managing Stress in the Vice Mayor's Office — City Vice Mayor's Office
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
RFQ No.	100-23-09-2012
Approved Budget for the Contract	One Million One Hundred Eight Thousand Thirty Pesos (Php 1,108,030.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than 22 September 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 (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	22 September 2023, 2:00 PM, 7 th Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall commence from September 28, 2023 to October 1, 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. LOBEZE
Officer in Charge, Procurement Management Office

IKA- 45 TAON

Caruncho Avenue, Barangay San Nicolas, Pasty City 1620 Metro Manila

		Description of Serv	rice Requireme	nt	Offered Technics Proposal Please fill in with either: "Comply" or "Not Comply"
Lease	of Venue for th		201 000000000	nent and Art of Ma 100-23-09-2012	anaging Stress in the Vice
	TECH	INICAL SPECIFICATI			
1. 11. 111.	Number of D Desired Venu Live-in for 70	e and/or Function:	within the vicin	ity of Pasig City or r	Comply nearby city
eptemb	er 28, 2023 to O	ctober 1, 2023			
IV.	o Five (3 pax o Comp o Comp reple o 24-Ho o Free: o Saniti e Funci o Can work o Well- o Avall o Avall o Unlin o Use o	d and Lodging (Full in S) one-bedroom, an olimentary buffet brownished daily ours Hot and Cold Sincess and use of the lized beddings, room Arrival: Check-out Time: tion Room/Venue of accommodate 70	d Twenty (20) d eakfast for the eakfast for the of mineral wate nower e pool, and oth is, and restroor 8:00 PM (Sept 12:00 NN (Oc of Seminar participants, fil edited al equipment w ctor with scree board with a w sound system tension cords (4) wireless in inds, and et-up: Classroo for the Secretar d pencil the Internet/W	participants or per guest in gue er amenities ns ember 28, 2023) tober 1, 2023) exible for group ith a stand-by assis n iteboard pen and microphones with m Type iat (Registration Ai	activities/ stant: eraser h two (2)
	quirements II: September 28	, 2023 AM Snack			Comply
	l: October 1, 202				
	MEALS	Day 1	Day 2	Day 3	
	AM Snack	1	1	1	
	Lunch	1	1	1	
	PM Snack	1	1	1	

	Dinner		✓	✓		
egetables) AM and Free flo Other Requ Ma offee/tea	, soup, rice, dess d PM Snacks: San owing coffee and, drements: intaining cleanting area and dining a	dwich or Pasta; w /or tea ness function ha	vith drinks		. 18 93	Comply
wit	th appropriate pa	op for the activity orking area for at I ty, front-desk and	least Ten (10) v			
		f	INANCIAL PRO	POSAL		
	Name of Projec	it	Gr	and Total Cos	t for the Lease	of Venue
Lease of Venue for the Conduct of Personality Development and Art of Managing Stress in the Vice Mayor's Office under PR No. 100-23-09-2012		<u>One m</u>	Php 1,023,000.00 (Amount in Figures) One million twenty three thousand pesos only			
Office un						

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.
- Philippine Government Electronic Procurement System (PhilGEPS) Registration Number or PhilGEPS Platinum Certificate of Registration and Membership;

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- 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

Conforting Tiffany Jaylong Sison

Type text nere

Signature over printed Name

Director of Sales

Position

Duly authorized to sign quotation/offer for and on behalf of Oakridge Properties / Discovery Suites

(Please indicate name of company)

Annex "B"

TERMS OF REFERENCE

Technical Specification

Activity Title: Personality Development and the Art of Managing Stress in the Vice Mayor's Office

DATE OF ACTIVITY	Estimated Number of Pax	Number of Days
September 28 – October 1, 2023	70 Pax	4 Days of food, accommodation, and use of the venue

- Number of Days: 4 Days
- Desired Venue and/or Function: within the vicinity of Pasig City or Nearby City 11.
- III. Live-In for 70pax
- 14. Type of Accommodation:

Board and Lodging (Full Board)

- o Five (5) one-bedroom, and Twenty (20) deluxe rooms good for at least
- Complimentary buffet breakfast for the participants
- Complimentary bottles of mineral water per guest in guest rooms, replenished daily
- o 24-Hours Hot and Cold Shower
- Free access and use of the pool, and other amenities
- Sanitized Bedding, Rooms, and Restrooms
 - Arrival

: 8:00 PM (September 28, 2023)

Check-Out Time

: 12:00 NN (October 1, 2023)

Function Room/Venue of Seminar

- o Can accommodate 70 participants, flexible for group activities/workshop
- o Well-lighted and well-ventilated
- Availability of audio-visual equipment with a stand-by assistant:

 - Use of LCD projector with screen
 Use of the whiteboard with a whiteboard pen and eraser
 - Complete set of sound system
 - At least six (6) extension cords
 - > At least four (4) wireless microphones with two (2) microphone stands, and
- o Unlimited free access to the internet/WIFI in all areas of the venue
- o Use of Venue at least eight (8) hours per day.

- Function Room Set-up: Classroom type
- Three (3) tables for the secretariat (Registration Area)
- c Mints, paper, and pencil

Meal Requirements

- o First Meal: September 28, 2023 AM snack
- Last Meal: October 1, 2023 Breakfast

MEALS	Day 1	Day 2	Day 3
AM Snack	✓	1	1
Lunch	1	. 1	1
PM Snack	√	1	1
Dinner	1	1	1

- o For Lunch and dinner: 3 main dishes (fish; choice of meat: chicken, pork or beef; and vegetables), soup, rice, dessert, drinks
- o AM and PM Snacks: Sandwich or Pasta; with drinks
- o Free-flowing coffee and/or tea

Other Requirements

- o Maintaining cleanliness-function hall, restrooms, sleeping quarters, hallway, coffee/tea area, and dining area
- o Provision for a backdrop for the activity
- o With a parking area for at least Ten (10) vehicles
- o With 24-hour security, front-desk, and housekeeping services.

Mr. RHODEL SANTOS Executive Assistant V
Office of the City Vice Mayor