

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. **100-23-10-2098** for the **Lease of Venue for the Year-End Evaluation Seminar of the Cultural Affairs and Tourism Office - Cultural Affairs and Tourism Office** from 18 December 2023 to 19 December 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 29 November 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.;

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 Fifty Three Thousand Four Hundred Ninety Six Pesos (Php 253,496.00)**;

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 18 December 2023 to 19 December 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 Fifty Three Thousand Four Hundred Ninety Six Pesos (Php 253,496.00)**.

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 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 04 DEC 2023 day of _____, 2023 at Pasig City.

CITY OF PASIG

OAKRIDGE PROPERTIES, INC.

By:

By:

VICTOR MA REGIS N. SOTTO
City Mayor


TIFFANY JOY ONG-SISON
Authorized Representative


WITNESSES:

(Printed Name and Signature)

(Printed Name and Signature)

Funds Appropriated:

Funds Obligated:


MS. MA. THERESA B. HERNANDEZ
OIC - City Budget Office


MS. JUVYA A. CUENCO
City Accountant

Funds Available:

Recommending Approval:


MS. MARITA A. CALAJE
City Treasurer


CHRISTIAN ALLEN N. ECHECHE
Executive Assistant I

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of _____) S.S.

BEFORE ME, a Notary Public for and in the City of PASIG CITY, on this day of DEC 04 2023, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
TIFFANY JOY ONG-SISON	<i>DRIVERS LICENSE</i> N04-02-07653	<i>MANILA</i> 12/06/2031

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. 494
Page No. 100
Book No. 137
Series of 2023

Lina Omon
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 Flr. Armal Centre, U. Velasco, Ave.
Malinao, Pasig City

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of DEC 13 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. 34
Page No. 8
Book No. XVI
Series of 2023

[Signature]
ATTY. GERARD P. RUBIO
Notary Public-Pasig City, San Juan and Pateros
Until December 31, 2024
ROLL NO. 84083
IBP NO. 240415
PTR No. 9004629
APPOINTMENT NO. 278(2023-2024)
MCLE EXEMPTION NO. VIII-BEP002249
TIN NO. 238-919-765

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

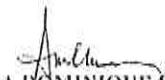
SECRETARY'S CERTIFICATE

ALTHEA DOMINIQUE B. MALIWANAG, 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 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 pre-qualification papers, bid proposals, contracts and agreements, and such other papers and documents as may be required by the City Government of Pasig;

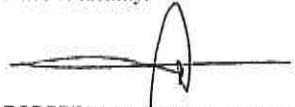
"RESOLVED, FURTHER, that the Corporation's Director of Sales, Ms. Tiffany Joy Ong-Sison, be designated as the Corporation's authorized representative in the aforesaid bidding process, with full power and authority to do and perform any and all acts necessary or proper in connection with the aforesaid 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."

IN ATTESTATION OF THE ABOVE, this Certificate has been signed this 24 day of AUG 2023
2023 at Pasig City.


ALTHEA DOMINIQUE B. MALIWANAG
Assistant Corporate Secretary

SUBSCRIBED AND SWORN to before me this 24 day of AUG 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. 14
Book No. 16
Series of 2023.


ROBERTO ROLANDO L. GEOTINA
Notary Public for Cities of Pasig and San Juan
and in the Municipality of Pateros
Appointment No. 215 (2012-2023)
Commission Expires on December 31, 2023
2704 East Tower, Tektite Towers, Exchange Road
Ortigas Center, 1605 Pasig City
PTR No. 9004904/01.04.23/Pasig City
IBP No. 260719/01.05.23/RSM
Roll of Attorneys No. 70571
Admitted to the Bar on 13 May 2022



REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	28 November 2023
Project Title	Lease of Venue for the Year-End Evaluation Seminar of the Cultural Affairs and Tourism Office – Cultural Affairs and Tourism Office
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
Request for Quotation (RFQ) No.	100-23-10-2098
Approved Budget for the Contract	Two Hundred Fifty-Three Thousand Four Hundred Ninety-Six Pesos (Php 253,496.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than <u>29 November 2023, 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 (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	<u>29 November 2023, 2:00 PM</u> , 7 th Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall commence from 18 December 2023 to 19 December 2023
NOTES	<ol style="list-style-type: none"> 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.

SGD

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 Year-End Evaluation Seminar of The Cultural Affairs and Tourism Office – Cultural Affairs and Tourism Office under PR No. 100-23-10-2098	
TECHNICAL SPECIFICATIONS/SCOPE OF WORK	
Event: 2 Day Year-End Assessment Seminar Date: December 18-19, 2023 Venue: Hotel within Pasig City	Comply
Hotel Accommodation for the Six (6) Secretariats: <ul style="list-style-type: none"> • With air-conditioned, cable television, private toilet & bath and free use of WIFI • One (1) bedroom suite (twin sharing) • One (1) bedroom suite (quad sharing) • Free use of outdoor swimming pool • Free breakfast buffet 	Comply
Function Hall and Food for 70 pax: <ul style="list-style-type: none"> • Meals: all meals are served as assisted buffet with overflowing coffee and iced tea. • Meals on day 1 – AM Snacks, Lunch, PM Snacks • Meals on day 2 – AM Snacks, Lunch, PM Snacks *AM and PM Snacks served with sandwich/pastry or pasta *Lunch served with soup, vegetable, 2 main dishes, rice, dessert 	Comply
Function Room: <ul style="list-style-type: none"> • Classroom type tables and chairs set up • One (1) table for the registration • Use of audio-visual facilities such as LCD w/ screen, whiteboard w/ markers & eraser, flipchart, pads and pencils • Use of podium and extension cords • Use of sound system with two (2) microphones • Free Flowing coffee or tea with candies • Use of venue for at least 8 hours • Use of internet connection during the seminar 	Comply
FINANCIAL PROPOSAL	
Name of Project	Grand Total Cost for the Lease of Venue
Lease of Venue for the Year-End Evaluation Seminar of The Cultural Affairs and Tourism Office – Cultural Affairs and Tourism Office	PhP <u>253,496.00</u> (Amount in Figures) <u>Two hundred fifty three thousand</u> <u>four hundred ninety six pesos only</u> _____

	(Amount in words of Grand Total Cost)
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Additional Requirements:

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

1. 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.
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: 
Tiffany Joy Ong Sison Director of Sales
Signature over printed Name Position

Duly authorized to sign quotation/offer for and on behalf
of Oakridge Properties / Discovery Suites *(Please indicate name of company)*



TERMS OF REFERENCE
for
LEASE OF VENUE FOR THE YEAR-END EVALUATION SEMINAR OF THE CULTURAL
AFFAIRS AND TOURISM OFFICE

I. BACKGROUND

The Cultural Affairs and Tourism Office aims to review, assess, and evaluate the whole year accomplishments based on the approved budget and targets. The participants are the staff of CATO, Tanghalang Pasigueño, Pasig City Museum, and members of Pasig City Band.

II. DATE AND VENUE OF EVENTS

EVENT	DATE & TIME	VENUE
2-DAY YEAR-END ASSESSMENT SEMINAR	December 18-19, 2023	Hotel within Pasig City

III. SPECIFICS

1. Hotel Accommodation for the six (6) secretariats:

- With air conditioned, cable television, private toilet & bath and free use of WIFI
- One (1) bedroom suite (twin sharing)
- One (1) bedroom suite (quad sharing)
- Free use of outdoor swimming pool
- Free breakfast buffet

2. Function Hall and Food for 70 pax:

Meals: All Meals Are Served as Assisted Buffet with Overflowing Coffee and Iced tea

- Meals on Day 1 – AM snacks, Lunch, PM snacks
- Meals on Day 2 – AM Snacks, Lunch, PM Snacks

*AM and PM Snacks served with sandwich/pastry or pasta

*Lunch served with soup, vegetable, 2 main dishes, rice, dessert



Function Room:

- Classroom type tables and chairs set-up
- One (1) table for the registration
- Use of audio-visual facilities such as LCD w/ screen, whiteboard w/ markers & eraser, flipchart, pads and pencils
- Use of podium and extension cords
- Use of sound system with two (2) microphones
- Free flowing coffee or tea with candies
- Use of venue for at least 8 hours
- Use of Internet connection during the seminar

Prepared by:

MARIE CHARLA A. ESPINO
Admin Aide IV

Noted by:

CHRISTIAN ALLEN N. ECHECHE
Officer-In-Charge