

# 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 **REQUEST FOR QUOTATION NO. 100-24-01-142** for the **LEASE OF VENUE FOR GAD ANALYSIS TRAINING FOR THE PERSONNEL AND STAFF OF THE OFFICE OF THE BUILDING OFFICIAL - BUILDING OFFICIAL** from **06 - 07 June 2024**;

**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 18 March 2024, 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 Single Calculated and Responsive Quotation/Proposal in the amount of **ONE HUNDRED FORTY-FOUR THOUSAND (PHP 144,000.00)**;

**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 **06-07 June 2024**.

### **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 FORTY-FOUR THOUSAND (PHP 144,000.00)**.

### **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 DAMAGES FOR DELAY**

The **LESSOR** shall complete the implementation of the Services within the time prescribed in Article II hereof. Should the **LESSOR** incur delay in its performance, the **LESSOR** shall pay a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the unperformed portion for each day of delay, including Sundays and Holidays, beyond the specific period. The maximum deduction shall be ten percent (10%) of the amount of the Contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the Contract, **THE CITY OF PASIG** shall have the option to rescind or terminate the Contract, without prejudice to other courses of action and remedies open to it.

#### **ARTICLE VI 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 VII 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 have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines.

**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)

-----  
Recommending Approval:

Funds Obligated:

  
**FRANCIS JEROME P. RONQUILLO**  
OIC, Building Official

  
**MS. JUVY A. CUENCO**  
City Accountant,  
100-2024-01-0042-1032

**ACKNOWLEDGMENT**

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

**PASIG CITY** **MAR 26 2024**

BEFORE ME, a Notary Public for and in the City of \_\_\_\_\_, on this day of \_\_\_\_\_, 2024, personally appeared:

Name	Government ID	Issue and Expiry Date
<b>TIFFANY JOY ONG-SISON</b>	<b>DRIVERS LICENSE NOA-02-007653</b>	<b>MAMLA 2021/12/06</b>

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. 6  
Page No. 7  
Book No. XIII  
Series of 2024

**ATTY. NEIL TAN ANBIT ALBOPERA**  
NOTARY PUBLIC  
Until December 31, 2025  
Pasig City and in the Municipality of Pateros Metro Manila  
PTR No. 1357680/Pasig City/01-02-2024  
IBP No. 325487; 12/06/2023 (MD for 2024)  
Admitted to the Philippine Bar on 04/12/2022  
Roll of Attorney No. 76228  
TIN No. 242-007-260-000  
G/F Pasig City Hall, Brgy. San Nicolas, Pasig City  
Appointment No. 58 (2024-2025)  
Cellphone No. 0977-634-4229

**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of **APR 05 2024**, 2024, 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. 402  
Page No. 87  
Book No. 7  
Series of 2024

**ATTY. GERARDO P. RUBIO**  
Notary Public - Pasig, San Juan and Pateros  
Until December 31, 2024  
ROLL NO. 84083  
IBP NO. 384108  
PTR NO. 1504028  
APPOINTMENT NO. 276 (2023-2024)  
MCLE EXEMPTION NO. VIII-BEP002249  
TIN NO. 238-919-765





ANNEX "B"

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	11 March 2024
Project Title	Lease of Venue for GAD Analysis Training for the Personnel and Staff of the Office of the Building Official – Building Official
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
Request for Quotation (RFQ) No.	100-24-01-142
Approved Budget for the Contract	One Hundred Forty-Four Thousand (Php 144,000.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than <u>18 March 2024, 11:00 AM</u> at the Bids and Awards Committee (BAC) through the Procurement Management Office (BAC Secretariat Office), <u>4<sup>th</sup> Floor, Pasig City Hall, San Nicolas, Pasig City.</u>  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>18 March 2024, 11:15 AM, 7<sup>th</sup> Floor, Meeting Room, Pasig City Hall</u>
TERMS	The lease contract shall commence from <u>06-07 June 2024.</u>
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.

S G D

ATTY. BEA THERESE P. VILLANUEVA,  
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 GAD Analysis Training for the Personnel and Staff of the Office of the Building Official under 100-24-01-142																	
TECHNICAL SPECIFICATIONS/SCOPE OF WORK																	
<table border="1"> <thead> <tr> <th>Date of activity</th> <th>Estimated number of Pax</th> <th>Number of Days</th> </tr> </thead> <tbody> <tr> <td>6-7 June 2024</td> <td>40 participants</td> <td>2 days – Venue and food Accommodation</td> </tr> </tbody> </table>		Date of activity	Estimated number of Pax	Number of Days	6-7 June 2024	40 participants	2 days – Venue and food Accommodation	Comply									
Date of activity	Estimated number of Pax	Number of Days															
6-7 June 2024	40 participants	2 days – Venue and food Accommodation															
Number of Days: 2 days Desired Venue and/or Function: Within Pasig City/ Outside of City Hall premises, with justification Type of Accommodation: Live-out for 40 pax		Comply															
<b>Function Room Requirements</b> <ul style="list-style-type: none"> <li>• Can accommodate 40 pax, following the IATF guidelines and flexible for group activities and workshops</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>➤ At least three (3) LCD projector</li> <li>➤ At least One (1) whiteboard and whiteboard pen &amp; eraser</li> <li>➤ Complete Set of sound system</li> <li>➤ At least Six (6) extension cords</li> <li>➤ At least Three (3) microphones with three (3) microphone stand</li> <li>➤ Podium/lectern</li> </ul> </li> <li>• Unlimited free access to the internet / WIFI in all areas of the venue</li> <li>• Function room set-up: Classroom type preferred</li> <li>• One (1) table for the Secretariat (Registration Area)</li> <li>• No pillars inside the function room that may pose as obstruction to the participants during the discussion proper</li> </ul>		Comply															
<b>Meals Requirements:</b> <table border="1"> <thead> <tr> <th>MEALS</th> <th>June 6, 2024</th> <th>June 7, 2024</th> </tr> </thead> <tbody> <tr> <td>Breakfast</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>AM Snack</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>Buffet Lunch</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>PM Snacks</td> <td>✓</td> <td>✓</td> </tr> </tbody> </table>		MEALS	June 6, 2024	June 7, 2024	Breakfast	✓	✓	AM Snack	✓	✓	Buffet Lunch	✓	✓	PM Snacks	✓	✓	Comply - (2) AM snacks, Buffet Lunch and (1) PM snack
MEALS	June 6, 2024	June 7, 2024															
Breakfast	✓	✓															
AM Snack	✓	✓															
Buffet Lunch	✓	✓															
PM Snacks	✓	✓															
<b>Other Requirements:</b> <ul style="list-style-type: none"> <li>• Maintaining cleanliness function hall, restrooms, hallway, coffee/tea area, and dining area</li> <li>• With appropriate parking area for at least 20 vehicles</li> <li>• With 24-hour security, front-desk and housekeeping service.</li> </ul>		Comply															
<b>FINANCIAL PROPOSAL</b>																	



Name of Project	Grand Total Cost for the Lease of Venue
<p>Lease of Venue for GAD Analysis Training for the Personnel and Staff of the Office of the Building Official</p>	<p style="text-align: center;"> <u>PHP 144,000.00</u>            (Amount in Figures)  <u>One hundred forty four thousand pesos only</u>  <hr/> <hr/>           (Amount in words of Grand Total Cost)         </p>

**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:

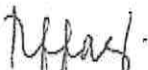
- Latest Income Tax Return (ITR) - For participants already with an Annual ITR, latest ITR shall refer to the ITR for the preceding Tax Year be it on a calendar or fiscal year. For new establishments which, therefore, have no annual ITR yet, it shall refer to the most recent quarter's ITR.
- Latest Business 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 (Form can be downloaded thru <https://www.gppb.gov.ph/downloadable-forms/#tab-61412>)
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 Orta Sison  
 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 Specifications

Activity Title	GAD ANALYSIS TRAINING FOR THE PERSONNEL AND STAFF OF THE OFFICE OF THE BUILDING OFFICIAL
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DATE OF ACTIVITY	Estimated Number of Paxs	Number of Days	Unit Cost	Total Estimated Budget
June 6 – 7, 2024	40 Participants	2 days ~ Venue and Food Accommodation	1,800 / per pax / day	Php144,000.00

- I. Number of Days: 2
- II. Desired Venue and/or Function: Within Pasig City / Outside of City Hall premises, with justification
- III. Type of Accommodation: Live-out for 40 pax

<b>Function Room Requirements:</b>
<ul style="list-style-type: none"> <li>o Can accommodate 40 pax, following the IATF Guidelines and flexible for group activities and workshops</li> <li>o Well-lighted and well ventilated</li> <li>o Availability of audio-visual equipment with stand-by assistant:                             <ul style="list-style-type: none"> <li>o At least Three (3) LCD projector</li> <li>o At least One (1) whiteboard and whiteboard pen &amp; eraser</li> <li>o Complete set of sound system</li> <li>o At least Six (6) extension cords</li> <li>o At least Three (3) microphones with Three (3) microphone stand</li> <li>o Podium/lectern</li> </ul> </li> <li>o Unlimited free access to internet / Wi-fi in all areas of venue</li> </ul>

<b>Function Room Requirements:</b>
<ul style="list-style-type: none"> <li>o Function room set-up: Classroom type preferred</li> <li>o One (1) table for the Secretariat (Registration Area)</li> <li>o No pillars inside the function room that may pose as obstruction to the participants during the discussion proper</li> </ul>

MEALS	June 6, 2024	June 7, 2024
Breakfast	✓	✓
AM SNACK	✓	✓





Lunch	✓	✓
PM snacks	✓	✓

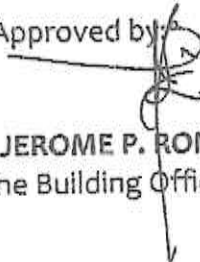
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<b>Other Requirement/s:</b>
• Maintaining cleanliness-function hall, restrooms, sleeping quarters, hallway, coffee/tea area, and dining area
• With appropriate parking area for at least 20 vehicles
• With 24-hour security, from front-desk and housekeeping services.

Prepared by:

  
Engr. Erliza S. Suela  
Head, Mechanical Section / Admin Section

Reviewed and Approved by:

  
Engr. FRANCIS JEROME P. RONQUILLO  
OIC, Office of the Building Official