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. 100-24-01-248 for the LEASE OF VENUE FOR LEADERSHIP TRAINING/COACHING AND MENTORING from 2-3 May 2024, 26-27 June 2024, 11-12 July 2024, 24-25 July 2024, and 8-9 August 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 26 April 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 Lowest Calculated and Responsive Quotation/Proposal in the amount of NINE HUNDRED TWENTY-SEVEN THOUSAND FIVE HUNDRED PESOS (PHP 927,500.00);

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 2-3 May 2024, 26-27 June 2024, 11-12 July 2024, 24-25 July 2024, and 8-9 August 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 **NINE HUNDRED TWENTY-SEVEN THOUSAND FIVE HUNDRED PESOS (PHP 927,500.00).**

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 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 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

 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 Page 3 of 5 | CONTRACT NO. AMP2024-01-248 | JSC/L 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.

By:

CITY OF PASIG

OAKRIDGE PROPERTIES INC.

By:

VICTOR MA REGIS NO SOTTO

City Mayor

TEEAN AND ONE STEE

Authorized Representative

WITNESSES:

(Printed Name and Signature)

(Printed Name and Signature)

Recommending Approval:

ELVIRA R. FLORES

City Gov't Dept. Head II (CHRDO)

Funds Obligated:

City Accountant

100-12024-02-0091-1032

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of ______ on this day of MAY 02 2024 2024, personally appeared:

Name	Government ID	Issue and Expiry Date	
TIFFANY JOY ONG -	DRIVENS WENSE	manua	
SISON	NO4-02-007653	2831 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. 711 Page No. 45

Book No. ____

Series of 2024

Notary Public-Pasty City San Juan and Pateros
Until December 31, 2024
ROLL NO. 84083
IBP NO. 384108
PTR NO. 1504028
APPOINTMENT NO. 276 (2023-2024)
MOLE EXEMPTION NO. VIII-BEP002249
TIN NO. 238-919-765

ACKNOWLEDGMENT

BEFORE ME 2024 Notary Public for and in the City of Pasig, on this day of 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._

Page No.

Book No.

Series of 2024

Notary Public-Pas City Sal han and Salaren

Until December 1, 2024 ROLL NC 24083

IBP NO 684108 PTR NO. 1504028

APPOINTMENT NO 276 (2023-2024)
MGLE EXEMPTION NO. VIB BEP002249

TW NO. 238-5 19-765

SECRETARY'S CERTIFICATE

ALTHEA DOMINIQUE B. MALTWANAG, of legal age, Filipino, single, with office address at 2704 East Tower, Tektite Towers, Eschange Rond, 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 Manston; Discovery Stiffes; 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 improved:

"RESOLVED, that OAKRIDGE PROPERTIES, INC. doing business under the names and styles of DISCOVERY CENTRE; OAKRIDGE MANSION; DISCOVERY SUTTING 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 Medis. 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 4 AUG 2023 2023 at Pasig City,

> Welle. ALTHEA DOMINIQUED, MALIWANAG Assistant Corporate Secretary

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

Page No. 27. Back No. 22. Series of 2023.

ROBERTO ROLANDO L. GEOTINA Commission Electrical 2704 East Tower, Tell II Ortigas Cent 7, 1 3 Pa., Chip PTR No 7001, 76/018A, 29/90. 9 City IBP No. 260:11/01.09.23/75M Roll of Atterneys No. 78571 Admitted to the Par on 13 May 2022



PROCUREMENT MANAGEMENT OFFICE

ANNEX "B"

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	23 April 2024		
Project Title	Lease of Venue for Leadership Training/Coaching and Mentoring – Human Resource Development Office		
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)		
Request for Quotation (RFQ) No.	100-24-01-248		
Approved Budget for the Contract	Nine Hundred Twenty-Seven Thousand Five Hundred Pesos (Php 927,500.00)		
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than 26 April 2024, 1:15 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	26 April 2024, 1:30 PM, 7th Floor, Meeting Room, Pasig City Hall		
TERMS	The lease contract shall commence from 2-3 May 2024, 26-27 June 2024, 11-12 July 2024, 24-25 July 2024, and 8-9 August 2024.		
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.

SGD

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 Leadership Training/Coaching and Mentoring – Human Resource Development Office under PR No. 100-24-01-248

ate of activity	Estimated Number of Paxs	Number of Days	Comply
2-3 May 2024,	50 Pax/5 batches	2 days/5 batches (food and use of Venue	
26-27 June 2024, 11-12 July 2024,	3 rooms/5 batches	1 night/5 batches (Room Accommodation)	
24-25 July 2024, 8-9 August 2024.	6 pax/5 batches	1 night/5 batches (meals for speaker and secretariat)	
mber of Days; 2 da	ys 1 night Function: Within Pas	sig – Ortigas area	Comply
pe of Accommodati	on: Food and use of \	/enue	
Complimenta Dinner	ull Board) le-Sharing Room ry buffet breakfast dings, Rooms and Re	strooms	Comply
RRIVAL (2:00 PIVI)	CHEC	K-OUT (12:00 PM)	1
2 May 20	extransity in the property of	3 May 2024	
26 June 20		27 June 2024	1
		The state of the s	
1.1 July 20		12 July 2024	
24 July 20	CONTRACTOR OF THE PERSON OF TH	25 July 2024	
8 August 2 als Requirements		9 August 2024	Comply
" meal	2 May 2024 26 June 2024 11 July 2024 24 July 2024 8 August 2024	Breakfast, AM/PM Snacks, Lunch, Dinner	
ast meal	3 May 2024 27 June 2024 12 July 2024 25 July 2024	Breakfast, AM/PM Snacks, Lunch	
all and the state of the state	9 August 2024		*
MEAIS		DAVA	1
MEALS	9 August 2024 DAY 2	DAY3	-
reakfast	DAY 2		
reakfast M Snacks	DAY 2		
reakfast	DAY 2		

9	For lunch and dinner, 3 main dish (fish; pork or beef and vegetables), soup, rice					
0	AM and PM Snacks: sandwich or pasta; with drinks					
. 0	Free flowing coffee and/or tea	AVACTORISMOSTILIS				
uncti	on Room Requirements		V		Comply	
	Can accommodate 50 pax,	flexible	for	group		
ctiviti	ies/workshops					
	Well lighted and well ventilated					
	Availability of audio-visual equipment with stand-by assistant:					
-	Use of LCD projector with screen Use of whiteboard with whiteboard pen & eraser					
•						
Þ	Complete Set of sound system					
>	At least Two (2) extension cords	101 10				
٠	At least Two (2) wireless microphones	with one (1	L) micro	ophone		
tand,						
12-	Lectern					
	Unlimited free access to the internet /	WIFI in al	II areas	s of the		
/enue						
0	Use of venue for at least 12 hours					
	Function room set-up: Fishbone Type Two (2) tables for the Secretariat (Registration Area)					
9	Mints, paper and pencil	Mation Are	24)			
	PWD/senior accessibility					
This ou	Requirements:				Comply	
 Maintaining cleanliness of function hall, restrooms, sleeping quarters, hallway, coffee/tea area, and dining area Provision for a backdrop for the activity With appropriate parking area for at least 20 vehicles With 24-hour security, front-desk and housekeeping services. Dates can be re-booked in case of emergency/unseen circumstances. Processing of payments will be on a monthly basis 						
	Fil	NANCIAL PI	ROPOS	SAL		
Name of Project		Grand Total Cost for the Lease of Venue				
				PhP 9	27,500.00	
	Lease of Venue for Leadership					
					nount in Figures)	
Training/Coaching and Mentoring –		Nit	Nine hundred twenty seven thousand and			
Marc	Human Resource Development Office		five hundred pesos only			
Hur						

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.

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;
- 4. Accomplished and notarized Omnibus Sworn Statement (Form can be downloaded thru https://www.gppb.gov.ph/downloadable-forms/#tab-61412)
- 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 Ong Bistin

Director of Sales

Signature over plinted Name

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	LEADERSHIP TRAINING/COACHING AND MENTORING

DATE OF ACTIVITY	Estimated Number of Paxs	Number of Days
	50 pax/ 5 batches	2 days/ 5 batches (Food and Use of Venue)
May 2 and 3 2024 June 26 and 27, 2024 July 11 and 12, 2024 July 24 and 25, 2024 August 8 and 9, 2024	3 rooms/ 5 batches	1 night / 5 batches (Room Accommodation)
	6 pax/ 5 batches	1 night / 5 batches (Meals for Speaker and Secretariat)







- Number of Days: 2 days 1 night
- II. Desired Venue and/or Function: within Pasig Ortigas area
- III. Type of Accommodation, Food and Use of Venue:
 - Board and Lodging (Full Board)
 - > Two (2) Double-Sharing Room
 - > *Complimentary buffet breakfast
 - >Dinner
 - > Sanitized Beddings, Rooms and Restrooms

ARRIVAL (2:00PM)	CHECK-OUT (12:00PM)
May 2, 2024	May 3, 2024
June 26, 2024	June 27, 2024
July 11, 2024	July 12, 2024
July 24, 2024	July 25, 2024
August 8, 2024	August 9, 2024

leals Requirement	9:	
1 nd Meal	May 2, 2024 June 26, 2024	Breakfast, AM/PM Snacks, Lunch, Dinner
	July 11, 2024 July 24, 2024 August 8, 2024	
Last Meal	May 3, 2024 June 27, 2024 July 12, 2024 July 25, 2024 August 9, 2024	Breakfast, AM/PM Snacks, Lunch

MEALS	Day 2	Day 3
Breakfast	/	/
AM Snacks	/	1
Lunch	/	/
PM Snacks	V	/
Dinner	/	

For breakfast: 2 main dish, rice, bread, choice of hot tea/chocolate or coffee





- For lunch and dinner: 3 main dish (fish; choice of meat: chicken, pork or beef; and vegetables), soup, rice, dessert, drinks
- AM and PM Snacks: sandwich or pasta; with drinks
- Free flowing coffee and/or tea
- Can accommodate 50 pax, flexible for group activities/ workshops
- Well-lighted and well-ventilated
- Availability of audio-visual equipment with stand-by assistant:
 - Use of LCD projector with screen
 - Use of whiteboard with whiteboard pen & eraser
 - Complete set of sound system
 - o At least two (2) extension cords
 - o At least two (2) wireless microphones with one (1) microphone stand, and
 - Lectern
- Unlimited free access to internet / WIFI in all areas of venue
- Use of venue for at least 12 hours
- Function room set-up: Fishbone type
- Two (2) tables for the Secretariat (Registration Area)
- Mints, paper and pencil
- PWD/Senior accessibility

Other Requirement/s:

- Maintaining cleanliness-function hall, restrooms, sleeping quarters, hallway, coffee/tea area, and dining area
- Provision for backdrop for the activity
- With appropriate parking area for at least 20 vehicles
- With 24-hour security, front-desk and housekeeping services.
- Dates can be re-booked in case of emergency/unforeseen circumstances.
- Processing of Payments will be on a monthly basis.

Prepared By:

JASON B. DEQUIÑA Administrative Officer II Reviewed/Approved By:

ELVIRA R. FLORES, MNSA, CESE City Human Resource Development Officer