

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 -

MILLENNIUM PROPERTIES AND BROKERAGE, 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 Amber Avenue Corner Lukban, San Antonio, Pasig City, herein represented by **CHRISTIAN JOSEPH M. BERNARDO**, 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. **100-23-03-543** for the **Lease of Venue for Strategic Planning Workshop of Pasig City Children's Hospital** from April 20, 2023 to April 21, 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 27 March 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 **ASTORIA PLAZA SUITES**;

CONTRACT NO.100-23-03-543

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 Forty One Thousand Four Hundred Pesos (Php 241,400.00)**;

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 April 20, 2023 to April 21, 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 **MILLENNIUM PROPERTIES AND BROKERAGE, 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 Forty One Thousand Four Hundred Pesos (Php 241,400.00)**;

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.

CONTRACT NO.100-23-03-543

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 _____ day of _____, 2023 at Pasig City.

18 APR 2023

CITY OF PASIG

MILLENNIUM PROPERTIES AND BROKERAGE, INC.

By:

By:

HON. VICTOR MA. REGIS N. SOTTO
City Mayor

CHRISTIAN JOSEPH M. BERNARDO
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 - 03 - 0028 - 4471

Funds Available:

Recommending Approval:

MS. MARITA A. CALAJE
City Treasurer

JOSELITO T. MORETE, MD,
MMHOA, DPBA, FPSA
PCCH - Medical Director

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of QUEZONCITY, on this day of APR 18, 2023, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
CHRISTIAN JOSEPH M. BERNARDO	DRIVER'S LICENSE D16-99-213546	9/19/2023

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. 185
Page No. 17
Book No. XXXII
Series of 2023

ATTY. ELISEO S. TALMA, JR.
Notary Public for Q.C. / Until Dec. 31, 2024
Roll No. 50183
PTR No. 400717203/Jan. 03, 2023/Q.C.
IBP No. 257225, Jan. 01, 2023
MCLE Comp. No. VII-0006924(09/21/2021-04/14/2025)
Adm. Matter No. NP-062(2022-2023)
20 Kanigong St., Sapamanai Vill. East Fairview Q.C.
TIN: 138-541-197-000

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of APR 18, 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. 150
Page No. 31
Book No. 21
Series of 2023

ATTY. CARLOS C. ABESAMIS
Notary Public-Pasig City
Until December 31, 2023
ROLL NO. 43233
IBP LIFETIME NO. 08352
PTR NO. 9004628
APPOINTMENT NO. 25 (2022-2023)
MCLE COMPLIANCE NO. VI-0030466
TIN NO. 127-509-331-00000

SECRETARY'S CERTIFICATE

That I, MICHAEL T. NG, am the duly elected Corporate Secretary of Millennium Properties and Brokerage Inc. (hereinafter called the "Corporation"), a domestic corporation duly organized and existing under and by virtue of the laws of the Philippines, with office address at 15 J. Escrivá Drive, Pasig City and in my capacity as such do hereby certify that at the Special Meeting of the Board of Directors held on November 28, 2022 the following resolutions were adopted:

RESOLVED, That the Corporation, Millennium Properties and Brokerage Inc., be authorized as its hereby authorized representative, CHRISTIAN JOSEPH M. BERNARDO, to communicate, transact, and collect payment on behalf of the corporation to PASIG CITY HALL under the name of Millennium Properties and Brokerage Inc. or Astoria Plaza;

RESOLVED FURTHER, That the representative, CHRISTIAN JOSEPH M. BERNARDO, be authorized and empowered as he is hereby authorized and empowered to collect and follow-up with the Pasig City Hall, any and all papers, instruments and agreements, required to execute the foregoing transaction as may be necessary to effect the above - described transaction, under such terms and conditions as said representative may deem most beneficial to the Corporation;

RESOLVED FURTHER AND FINALLY, That this authorization shall remain valid and effective unless otherwise revoked or modified by a subsequent Board Resolution.

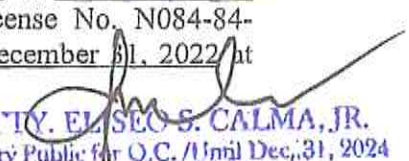
IN WITNESS WHEREOF, I have hereunto set my signature this

MAR 27 2023 at QUEZON CITY.


MICHAEL T. NG
Corporate Secretary

SUBSCRIBED AND SWORN to before me, this day of MAR 27 2023 at QUEZON CITY, affiant exhibiting to me his Driver's License No. N084-84-005999 issued on December 31, 2017 and expiring on December 31, 2022 at LTO Quezon City.

Doc. No. 1011
Page No. 57
Book No. XXVII
Series of 2022


ATTY. EL SEO S. CALMA, JR.
Notary Public for Q.C. / Until Dec., 31, 2024
RPL No. 50183
PTR No. 40871293 / Jan. 03, 2023 / Q.C.
Notary Public
LPT No. 297220 / Jan. 01, 2023
MCLE Comp. No. VQ-00002409/21/2021-04/14/2025)
Adm. Matter No. NP-062(2022-2023)
20 Kamagong St., Sampansá Vill. East Fairview Q.C.
TEL: 138-541-197-000



PASIG CITY
INCORPORATED BY
ACT NO. 2711
JANUARY 20, 1961

PROCUREMENT MANAGEMENT OFFICE

ANNEX "B"

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	: 24 March 2023
Project Title	: Lease of Venue for Strategic Planning Workshop of Pasig City Children's Hospital
Mode of Procurement	: Negotiated Procurement (Lease of Real Property or Venue)
RFQ No.	: 100-23-03-543
Approved Budget for the Contract	: Two Hundred Seventy Thousand Two Hundred Pesos (Php 270,200.00)
Deadline and Place for the Submission of Quotation	: Please submit the accomplished Quotation and required documents not later than <u>27 March 2023, 1:45 PM</u> 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	: 27 March 2023, Monday, 2:00 PM, 7 th Floor, Meeting Room, Pasig City Hall
TERMS	: The lease contract shall commence from April 20, 2023 to April 21, 2023
NOTES	: <ol style="list-style-type: none">1. Lessor shall submit their offer/quotation through their duly authorized representatives2. Quotations submitted exceeding the Approved Budget for the Contract (ABC) shall be rejected.3. The prices quoted are to be paid in Philippine Currency.4. All prices quoted are subject to all Philippine Tax Statutes.5. Award of contract shall be made to the lowest quotation which complies with the technical specifications and other terms and conditions stated herein.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.

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

<p align="center">Description of Service Requirement</p>	<p align="center">Offered Technical Proposal</p> <p align="center">Please fill in with either: "Comply" or "Not Comply"</p>																		
<p align="center">Lease of Venue for Strategic Planning Workshop of Pasig City Children's Hospital under PR No. 100-23-03-543</p>																			
<p align="center">TECHNICAL SPECIFICATIONS/SCOPE OF WORK</p>																			
<p>April 20, 2023 to April 21, 2023</p> <p>I. Number of Days: 2 days</p> <p>II. Desired Venue and/or Function: within Metro Manila – Ortigas Area</p> <p>III. Type of Accommodation:</p> <p>Board and Lodging (Full Board)</p> <ul style="list-style-type: none"> ➤ Ten (10) Twin Sharing Room; ➤ Seven (7) Quadruple Sharing Room ➤ Complimentary Breakfast ➤ Sanitized Beddings, Rooms, and Restrooms Arrival : 8:00 am (April 20, 2023) Departure : 5:00 pm (April 21, 2023) • Can accommodate 40 pax, flexible for group activities/workshops • Well-lighted and well-ventilated • Availability of audio-visual equipment with stand-by assistant: <ul style="list-style-type: none"> ○ Use of LCD projector with screen ○ Use of whiteboard with whiteboard pen & eraser ○ Complete set of sound system ○ At least four (4) extension cords ○ At least two (2) wireless microphones with one (1) microphone stand, and ○ Lectern • Unlimited free access to Internet/Wi-Fi in all areas of venue • Use of venue for at least 10 hours • Function room set-up: Classroom type • One (1) tables for the Secretariat (Registration Area) • Mints, paper, and pencil 																			
<p>Meals Requirements</p> <p>First Meal: April 20, 2023 - AM Snacks</p> <p>Last Meal: April 21, 2023 - PM Snacks</p> <table border="1" data-bbox="188 1916 1024 2268"> <thead> <tr> <th>MEALS</th> <th>Day 1</th> <th>Day 2</th> </tr> </thead> <tbody> <tr> <td>Breakfast</td> <td></td> <td align="center">✓</td> </tr> <tr> <td>AM Snacks</td> <td align="center">✓</td> <td align="center">✓</td> </tr> <tr> <td>Lunch</td> <td align="center">✓</td> <td align="center">✓</td> </tr> <tr> <td>PM Snacks</td> <td align="center">✓</td> <td align="center">✓</td> </tr> <tr> <td>Dinner</td> <td align="center">✓</td> <td></td> </tr> </tbody> </table>	MEALS	Day 1	Day 2	Breakfast		✓	AM Snacks	✓	✓	Lunch	✓	✓	PM Snacks	✓	✓	Dinner	✓		
MEALS	Day 1	Day 2																	
Breakfast		✓																	
AM Snacks	✓	✓																	
Lunch	✓	✓																	
PM Snacks	✓	✓																	
Dinner	✓																		

<ul style="list-style-type: none"> • 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 	
<p>Other Requirements:</p> <ul style="list-style-type: none"> • 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 12 vehicles • With 24-hour security, front-desk and housekeeping service • Dates can be rebooked in case of emergency/ unforeseen circumstances • Function room and accommodation rooms should be on the same building • Compliant to Equal Employment Opportunity Policy (EEOP) <ul style="list-style-type: none"> -Easy access to comfort room -With ramp -First aid kits available when needed • With passing rate of at least 85% in Market analysis 	

FINANCIAL PROPOSAL

Name of Project	Grand Total Cost for the Lease of Venue
<p>Lease of Venue for Strategic Planning Workshop of Pasig City Children's Hospital under PR No. 100-23-03-543</p>	<p>Php _____</p> <p>(Amount in Figures)</p> <hr/> <hr/> <p>(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).

2. Income Tax Return - (Annual Income Tax Return of the preceding tax year) OR Business Tax Returns (Value Added Tax or Percentage tax return covering the previous six months);

Sections 3.2 and 3.3 of Revenue Regulation No. 3-2005.

3. Philippine Government Electronic Procurement System (PhilGEPS) Registration Number or a valid PhilGEPS Registration Certificate;

4. Accomplished and notarized Omnibus Sworn Statement. - ([https://www.gppb.gov.ph/assets/forms/Omnibus%20Sworn%20Statement\(Revised\).docx](https://www.gppb.gov.ph/assets/forms/Omnibus%20Sworn%20Statement(Revised).docx))

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), to the provisions of the draft Contract of Lease and to the rules and regulations of the City Government of Pasig.

We understand that City Government of Pasig is not bound to accept the lowest or any bid it may receive.

Conforme:

Signature over printed Name

Position

Duly authorized to sign quotation/offer for and on behalf

of _____ *(Please indicate name of company)*



TERMS OF REFERENCE

ANNEX "B"

Technical Specifications

Activity Title	Strategic Planning Workshop
-----------------------	------------------------------------

DATE OF ACTIVITY	Estimated Number of Paxs	Number of Days	Unit Cost	Budget Estimates
April 20-21, 2023	40	2 days	6755.00	Php270,200.000

- I. Number of Days: 2 days
- II. Desired Venue and/or Function: within Metro Manila – Ortigas Area
- III. Type of Accommodation:

Board and Lodging (Full Board)

- Ten (10) Twin Sharing Room;
- Seven (7) Quadruple Sharing Room
- Complimentary Breakfast
- Sanitized Beddings, Rooms and Restrooms

Arrival : 8:00am (April 20, 2023)
 Departure : 5:00pm (April 21, 2023)

- Can accommodate 40 paxs, 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
 - At least four (4) extension cords
 - 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 10 hours
- Function room set-up: Classroom type
- One (1) tables for the Secretariat (Registration Area)
- Mints, paper and pencil

Meals Requirements:

- First Meal: April 20, 2023 – AM Snack
- Last Meal: April 21, 2023 – PM Snack

Meals	Day 1	Day 2
Breakfast		√
AM Snacks	√	√
Lunch	√	√
PM Snacks	√	√
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

Other Requirements:

- 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 12 vehicles
- With 24-hour security, front-desk and housekeeping services
- Dates can be re-booked in case of emergency/unforeseen circumstances
- Function room and Accommodation rooms should be on the same building
- Compliant to Equal Employment Opportunity Policy (EEOP)
 - Easy access to comfort room
 - With ramp
 - First Aid Kits available when needed
- With a passing rating of at least 85% in Market Analysis

Prepared by:

Carmela C. Evangelista
OIC-Hospital Admitting & Information Section