

## 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 Ave. Cor. 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. **100-23-04-725** for the **Lease of Venue for the Effective Business Writing and Complete Staff Work Training/Writeshop - General Services Office** from May 3 to 5, 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 four (4) potential lessors responded;

**WHEREAS**, on 28 April 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,

**CONTRACT NO.100-23-04-725**

accommodations, function room, equipment, and meals in Astoria Plaza Suites under **MILLENNIUM PROPERTIES AND BROKERAGE 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 **Four Hundred Four Thousand Two Hundred Pesos (Php 404,200.00)**.

**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 May 3-5, 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 **Four Hundred Four Thousand Two Hundred Pesos (Php 404,200.00)**.

### **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

**CONTRACT NO.100-23-04-725**

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 02 MAY 2023  
day of \_\_\_\_\_, 2023 at Pasig City.

**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:**

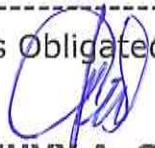
(Printed Name and Signature)

(Printed Name and Signature)

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Funds Appropriated:

Funds Obligated:

  
**MS. MARTINELLI A. SANTIAGO**  
OIC - City Budget Office

  
**MS. JUVY A. CUENCO**  
City Accountant  
100-2023-03-0128-1061

Funds Available:

Recommending Approval:

  
**MS. MARITA A. CALAJE**  
City Treasurer

  
**MS. RUTH F. ROMANO**  
Assistant City Department Head II

**ACKNOWLEDGMENT**

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

BEFORE ME, a Notary Public for and in the City of NEZON CITY, on this day of MAY 02 2023, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
<b>CHRISTIAN JOSEPH M. BERNARDO</b>	<b>DRIVER'S LICENSE</b> <b>D16-99-213546</b>	<b>9/19/23</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. 10  
Page No. 01  
Book No. XXXV  
Series of 2023

**ATTY. ELISEO S. CALMA, JR.**  
Notary Public for Q.C. (Until Dec. 31, 2024)  
Roll No. 50183  
PTR No. 40071721/Jan. 03, 2023/Q.C.  
IBP No. 257226, Jan. 01, 2023  
MCLE Comp. No. VB-000692408/21/2021-04/14/2025)  
Adm. Matter No. NP-062(2022-2023)  
20 Kamagong 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 MAY 02 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. 370  
Page No. 75  
Book No. 23  
Series of 2023

**ATTY. CARLOS C. ABESAMIS**  
Notary Public-Pasig City  
Until December 31, 2023  
ROLL NO. 43288  
IBP LIFETIME NO. 08352  
PTR NO. 9004628  
APPOINTMENT NO. 25 (2022-2023)  
MCLE COMPLIANCE NO. VI-0730466  
TIN NO. 127-509-334-00000



ANNEX "A"

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 APR 28 2023 at \_\_\_\_\_.

  
MICHAEL T. NG  
Corporate Secretary

SUBSCRIBED AND SWORN to before me, this day of APR 28 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. 147  
Page No. 16  
Book No. XXXI  
Series of 2023

  
ATTY. ELISIO S. CALMA, JR.  
Notary Public for C.S. Until Dec. 31, 2024  
Notary Public  
PTR No. 4007172D/Jan. 03, 2023/Q.C.  
IBP No. 257225, Jan. 01, 2023  
MCLE Comp. No. VI1-0006924(09/21/2021-04/14/2025)  
Adm. Matter No. NP-062(2022-2023)  
20 Kamagong St., Sapannanai Vill. East Fairview Q.C.  
TEL: 138-541-197-000



ANNEX "B"

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	26 April 2023
Project Title	Lease of Venue for Effective Business Writing and Complete Staff Work . Training/Writeshop - General Services Office
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
RFQ No.	100-23-04-725
Approved Budget for the Contract	Four Hundred Nineteen Thousand Two Hundred and 25/100 (PhP419,200.25)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than <u>28 April 2023, (Friday) 1:45PM</u> at the Bids and Awards Committee (BAC) through the Procurement Management Office (BAC Secretariat Office), <u>4<sup>th</sup> 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 (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	<u>28 April 2023, (Friday) 2:00 PM</u> 7 <sup>th</sup> Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall commence from May 3, 2023 to May 5, 2023
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.

  
**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"
<b>Lease of Venue for Effective Business Writing and Complete Staff Work Training/Writeshop - General Services Office under PR No. 100-23-04-725</b>	
<b>TECHNICAL SPECIFICATIONS/SCOPE OF WORK</b>	
<p><b>Live-In Workshop : May 3,2023 to May 5, 2023</b></p> <ul style="list-style-type: none"> <li>• 3 days and 2 nights with complimentary breakfast on the 2<sup>nd</sup> and 3<sup>rd</sup> day</li> <li>• Arrival: 8:00 (May 3, 2023)</li> <li>• Check-in Time: 3:00PM (May 3, 2023)</li> <li>• Check-out Time: 12:00NN (May 5, 2023)</li> <li>• Departure: 5:00PM (May 5, 2023)</li> <li>• Desired Venue within Pasig City</li> </ul>	
<p><b>Air-Conditioned Room Accommodation for 35 pax based on submitted list</b></p> <ul style="list-style-type: none"> <li>- One (1) Room (Triple Occupancy with Separate Beds)</li> <li>- 16 (sixteen) Rooms (Double Occupancy with Separate Beds)</li> <li>- Complimentary Breakfast, bottled water and coffee (guest rooms) for 35 pax</li> </ul>	
<p><b>Function Room Requirements</b></p> <ul style="list-style-type: none"> <li>- Function Rooms: Can accommodate 35 pax, flexible for workshops/activities</li> <li>- Well-lighted and well-ventilated</li> <li>- Availability of audio-visual equipment with standby assistant/s: <ol style="list-style-type: none"> <li>1. Use of LCD Projector with white screen</li> <li>2. Use of whiteboard with whiteboard pen and eraser</li> <li>3. Complete set of sound system</li> <li>4. At least FOUR (4) extension cords</li> <li>5. At least TWO (2) wireless microphones</li> <li>6. Podium</li> </ol> </li> <li>- Unlimited High-Speed WIFI access for unlimited devices</li> <li>- Function Room Set-up: Classroom Type</li> <li>- TWO (2) tables for Secretariat: Registration/Documentation</li> <li>- ONE (1) table for Trainers and Training Coordinator</li> <li>- Mints, paper pads, pencils</li> <li>- Free use of distilled water with hot and cold dispenser</li> </ul>	
<p><b>Meals Requirements</b></p> <p>DAY 1, May 03, 2023  LUNCH/DINNER FOR THIRTY-FIVE (35) PAX: At least THREE (3) main dishes: Fish, Choice of meat: chicken, beef or pork, vegetable, soup, rice, dessert and drinks  AM/PM SNACKS: Pastries and/or pasta, drinks  Free flowing coffee and/or tea</p> <p>DAY 2, May 04, 2023  BREAKFAST/LUNCH/DINNER FOR THIRTY-FIVE (35) PAX: At least THREE (3) main dishes:</p>	



<p>Fish, Choice of meat: chicken, beef or pork, vegetable, soup, rice, dessert and drinks  AM/PM SNACKS: Pastries and/or pasta, drinks  Free flowing coffee and/or tea</p> <p>DAY 3, May 05, 2023  BREAKFAST/LUNCH FOR THIRTY-FIVE (35) PAX: At least THREE (3) main dishes: Fish,  Choice of meat: chicken, beef or pork, vegetable, soup, rice, dessert and drinks  AM/PM SNACKS: Pastries and/or pasta, drinks</p> <p>Free flowing coffee and/or tea</p> <p>FIRST MEAL: AM SNACK (May 03, 2023)  LAST MEAL: PM SNACK (May 05, 2023)</p>	
<p><b>Other Requirements:</b></p> <ul style="list-style-type: none"> <li>• Maintaining Cleanliness - function hall, restrooms, guest rooms, hallways, coffee/tea areas, dining area</li> <li>• Free Use of Swimming Pool and other amenities</li> <li>• Free use of Parking Space allotted for each guest room</li> </ul>	
<p><b>FINANCIAL PROPOSAL</b></p>	
<p><b>Name of Project</b></p>	<p><b>Grand Total Cost for the Lease of Venue</b></p>
<p>Lease of Venue for Effective Business Writing and Complete Staff Work Training/Writeshop - General Services Office under PR No. 100-23-04-725</p>	<p>PhP _____  (Amount in Figures)</p> <hr/> <hr/>
	<p>_____</p>
	<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). 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. -  
([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), 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:

\_\_\_\_\_  
Signature over printed Name

\_\_\_\_\_  
Position

Duly authorized to sign quotation/offer for and on behalf  
of \_\_\_\_\_

(Please indicate name of company)



ANNEX "B"

TERMS OF REFERENCE

Title: EFFECTIVE BUSINESS WRITING AND COMPLETE STAFF WORK  
Participants: Selected Staff of the Office of General Services  
Date: May 3-5, 2023  
Venue: TBA

The Office of General Services-Asset Management Division (OGS-AMD) will be conducting a face-to-face training/workshop entitled Effective Business Writing and Complete Staff Work in cooperation with the Philippine Trade Training Center (PTTC). As the world of communication evolved to a whole new level with the vast use of technology, proficiency in writing shall remain a preeminent element in communication. Since the workplace is an assemblage, constant transmission of various messages is inevitable, and writing tops the list. Competence in writing simple to complex documents and letters, therefore, is an absolute requirement.

Below are the details of the 3-day program:

- 3 days/2 nights with complimentary breakfast on the 2nd and 3rd day
- Proposed Budget: PhP 500,000.00-600,000.00
- Date of Arrival: 08:00, May 3, 2023
- Date of Departure: 17:00, May 5, 2023
- Desired Venue: Within Pasig City ✓

Function Room Requirements

- Function Room that can accommodate 35 participants
- Audio-Visual equipment with assistant (LCD Projector with wide screen, white board and marker, sound system, extension cords, two wireless microphones, tables and chairs in classroom set-up for 30 participants
- Free flowing coffee/tea
- Unlimited free access to internet/WIFI connection in all areas
- 1 (one) table for the secretariat
- 1 (one) table for the Resource Persons ✓



Food Particulars for 35 participants:

Date: Wednesday, May 3, 2023

AM Snacks	-	09:00
Lunch	-	12:00
PM Snacks	-	15:00
Dinner	-	18:00

Date: Thursday, May 4, 2023

Breakfast	-	06:00-08:00
AM Snacks	-	09:00
Lunch	-	12:00
PM Snacks	-	15:00
Dinner	-	18:00

Date: Friday, May 5, 2023

Breakfast	-	06:00-08:00
AM Snacks	-	09:00
Lunch	-	12:00
PM Snacks	-	15:00

Prepared by:

EVA CHRISTINE S.J. NAZARETH, LPT  
Administrative Officer II  
OGS-Asset Management Division

Noted by:

ATTY. JOHN VINCENT I. CERNAL  
Supervising Administrative Officer  
OGS-Asset Management Division