

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. 100-23-03-570 for the **Lease of Venue for the Gender Sensitivity Training and Expanded Senior Citizens Act of 2010 - Office of Senior Citizen Affairs** from May 8-9, 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 one (1) potential lessor 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, accommodations, function room, equipment, and meals in Astoria Plaza Suites under **MILLENNIUM PROPERTIES AND BROKERAGE INC.**;

CONTRACT NO.100-23-03-570

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 Three Thousand Six Hundred Pesos (Php 203,600.00)**;

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 8-9, 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 Three Thousand Six Hundred Pesos (Php203,600.00)**.

**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,

CONTRACT NO.100-23-03-570

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 _____ day of _____, 2023 at Pasig City.


05 MAY 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
100-2023-03-0014-7999

Funds Available:

Recommending Approval:


MS. MARITA A. CALAJE
City Treasurer


JOSE REY O. ESPINA
Executive Assistant V

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, on this day of MAY 05 2023, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
CHRISTIAN JOSEPH M. BERNARDO	<i>DRIVER'S LICENSE DL - 99 - 213546</i>	<i>9/19/23</i>

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. 11
Page No. 07
Book No. XXXVI
Series of 2023

ATTY. ELISEO S. CALMA, JR.
Notary Public for Q.C./Until Dec. 31, 2024
Roll No. 50183
PTR No. 400717219/Jan. 03, 2023/Q.C.
IBP No. 267225, Jan. 01, 2023
MCLE Comp. No. VII-0006924(09/21/2021-04/14/2025)
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 05 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. 160
Page No. 27
Book No. 27
Series of 2023

ATTY. CARLOS C. ABESAMIS
Notary Public-Pasig City
Until December 31, 2023
ROLL NO. 43288
IBP LIFETIME NO. 08752
PTR NO. 9004628
APPOINTMENT NO. 25 (2022-2023)
MCLE COMPLIANCE NO. VI-0030466
TIN NO. 127-509-331-00000

CONTRACT NO.100-23-03-570

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 QUEZON CITY


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. 117
Page No. 11
Book No. 1841
Series of 2023

APR 28 2023
ATTY. ELISEO S. CALMA, JR.
Notary Public for Q.C. until Dec. 31, 2024
Roll No. 59183
PTR No. 400717307 (Jan. 01, 2023/Q.C.)
Notary Public
IBP No. 267225, Jan. 01, 2023
MCLE Comp. No. VU-000692400921/2021-04/14/2020
Adm. Matter No. NP-06202025-2020
20 Kanagoug St., Saparamo Vill. East Fairview Q.C.
Tel: 138-544-197-000



ANNEX "B"

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	27 April 2023
Project Title	Lease of Venue for the Gender Sensitivity Training and Expanded Senior Citizens Act of 2010 - Office of Senior Citizen Affairs
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
RFQ No.	100-23-03-570
Approved Budget for the Contract	Two Hundred Nine Thousand Six Hundred Pesos (Php 209,600.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than <u>28 April 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: <ol style="list-style-type: none">Title and reference number of the project (Purchase Request No.); andName, address and contact details (telephone/cellphone number and email address) of the bidder.
Date, Time and Place of the Negotiation	28 April 2023, Friday, 2:00 PM, 7 th Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall commence from <u>May 8, 2023 to May 9, 2023</u> .
NOTES	<ol style="list-style-type: none">Lessor shall submit their offer/quotation through their duly authorized representativesQuotations 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.


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 Gender Sensitivity Training and Expanded Senior Citizens Act of 2010- Office of Senior Citizen Affairs under PR No. 100-23-03-570	
TECHNICAL SPECIFICATIONS/SCOPE OF WORK	
<p>May 8, 2023 to May 9, 2023</p> <p>Live in Workshop</p> <p>Number of Days: 2 days</p> <p>Accommodation: 10 pax (Speaker and Facilitators)</p> <p>A. Board and Lodging</p> <ul style="list-style-type: none"> ➤ May 8-9 2023, air-conditioned room (one night) <ul style="list-style-type: none"> ▪ Two (2) Superior Room good for 4 persons ➤ Complimentary buffet breakfast ➤ Complimentary dinner ➤ Complimentary high speed Wi-Fi Internet access ➤ Complimentary two bottles of mineral water per day ➤ Tea and coffee making facility ➤ Sanitized beddings, room, and restroom <ul style="list-style-type: none"> • Room Check-in Time: for 4 pax (each room) - 2:00 pm (May 8, 2023) • Room Check-out Time: for 4 pax (each room) - 12:00 nn (May 9, 2023) • One (1) Twin Room good for 2 persons ➤ Complimentary buffet breakfast ➤ Complimentary dinner Complimentary high speed Wi-Fi Internet access ➤ Complimentary two bottles of mineral water per day ➤ Tea and coffee making facility ➤ Sanitized beddings, room and restroom <ul style="list-style-type: none"> • Room Check-in Time: for 2 pax - 2:00 pm (May 8, 2023) • Room Check-out Time: for 2 pax - 12:00 noon (May 9, 2023) 	
<p>Function Room Requirements</p> <ul style="list-style-type: none"> • Can accommodate 60 pax, following the IATF Guidelines and flexible for group workshop <p>Use of Function Room</p> <ul style="list-style-type: none"> • May 8, 2023 - 8:00 AM - 5:00 PM • May 9, 2023 - 8:00 AM - 5:00 PM • Well-lighted and ventilated <p>Availability of Audio-Visual Equipment</p> <ul style="list-style-type: none"> • Complimentary use of the plenary • Audiovisual equipment: 1 podium, 2 microphones, basic PA system • LED wall: 9 ft x 12 ft • Set up requirement: Registration table and Podium • Wi-Fi connection for all • Pads, pencils, and mints • No pillars in the middle of function room • Good soundproofing of hall, there will be no or very minimal noise coming from the adjacent hall 	
Meals Requirements	

	May 8, 2023	May 9, 2023
	60 pax	60 pax
Breakfast		
AM Snacks	✓	✓
Lunch	✓	✓
PM Snacks	✓	✓

Buffet Lunch Day 1 (May 08, 2023) :
 Main dish (Choice of pork, chicken, beef, fish and vegetables.)
 Dessert (Choice of fruits and vegetables)

Buffet Lunch Day 2 (May 09, 2023) :
 Main dish (Choice of pork, chicken, beef, fish and vegetables.)
 Dessert (Choice of fruits and vegetables)

AM Snack Day 1 (May 08, 2023) (Choice of sandwich and heavy breakfast)
PM Snack Day 1 (May 08, 2023) (Choice of pastries, pasta and sandwich)

AM Snack Day 1 (May 09, 2023) (Choice of sandwich and heavy breakfast)
PM Snack Day 1 (May 09, 2023) (Choice of pastries, pasta, and sandwich)

- Freshly brewed coffee, decaffeinated coffee, herbal and leaf teas, full cream and skimmed milk
- Pads, pencils and mints
- Free flowing coffee, hot tea, hot Choco and local purified water

Other Requirements:

- Maintaining cleanliness - function hall, restrooms, sleeping quarters, hallway, coffee/tea area and dining area
- Free alcohol and paper towel tissue
- Parking passes (10% of total no. of attendees)
- Standard ingress, at least one hour before the event

FINANCIAL PROPOSAL

Name of Project	Grand Total Cost for the Lease of Venue
Lease of Venue for the Gender Sensitivity Training and Expanded Senior Citizens Act of 2010- Office of Senior Citizen Affairs under PR No. 100-23-03-570	PHP _____ (Amount in Figures)

	(Amount in words of Grand Total Cost)

Additional Requirements:

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



TERMS OF REFERENCE ANNEX "B"

for

Enhancement of Gender Sensitivity and Elderly-Centered approaches in
Implementing RA 9994: "Expanded Senior Citizens Act of 2010"
OFFICE OF THE SENIOR CITIZENS OFFICE

SOURCE OF FUNDS: General Fund of City Government of Pasig

I. Venue and Date of Events

Title: Gender Sensitivity Training

ACTIVITY TITLE	Enhancement of Gender Sensitivity and Elderly-Centered approaches in Implementing RA 9994: "Expanded Senior Citizens Act of 2010"
BUDGET ACCOUNT CODE	5-02-02-010

DATE OF ACTIVITY	ESTIMATED NUMBER OF PAX	NUMBER OF DAYS	TOTAL ESTIMATED BUDGET
MAY 8-9, 2023	60 PAX (SENIOR CITIZEN ASSOCIATION PRESIDENTS, OSCA STAFF, JOB ORDER DETAILED IN OSCA, AND GAD PERSONNEL AS SPEAKER AND FACILITATORS)	2 DAYS FOOD AND ACCOMMODATION (FOR SPEAKER AND FACILITATORS)	209,600.00

II. NUMBER OF DAYS:

2 DAYS

III. ACCOMMODATION:

10 PAX (SPEAKER AND FACILITATORS)

A.) BOARD AND LODGING

➤ MAY 8-9, 2023- AIR-CONDITIONED ROOM (ONE NIGHT)

- Two (2) Superior Room good for 4 persons
- Complimentary buffet breakfast
- Complimentary Dinner
- Complimentary high speed Wi-Fi Internet access
- Complimentary two bottles of mineral water per day
- Tea and coffee making facility
- Sanitized Beddings, Room and Restroom
 - Room Check-in time: For 4 pax (each room)- 2:00 pm (May 8, 2023)
 - Room Check-out time: For 4 pax (each room)- 12:00 noon (May 9, 2022)

- One (1) Twin Room good for 2 persons
- ✧ Complimentary buffet breakfast
- ✧ Complimentary Dinner
- ✧ Complimentary high speed Wi-Fi Internet access
- ✧ Complimentary two bottles of mineral water per day
- ✧ Tea and coffee making facility
- ✧ Sanitized Beddings, Room and Restroom
 - Room Check-in time: For 2 pax - 2:00 pm (May 8, 2023)
 - Room Check-out time: For 2 pax 12:00 noon (May 9, 2023)

Function Room Requirements:

- Can accommodate 60 pax, following the IATF Guidelines and flexible for group workshop

Use of Function Room

- May 8, 2023 - 8:00AM- 5:00PM
- May 9, 2023 - 8:00AM- 5:00PM
- Well-lighted and ventilated

Availability of Audio-Visual Equipment

- Complimentary use of the plenary
- Audiovisual equipment: 1 podium, 2 microphones, Basic PA System
- LED Wall: 9ft x 12ft
- Set up requirement: Registration table and Podium

- Wi-Fi Connection for all
- Pads, pencils, and mints
- No pillars in the middle of function room
- Good soundproofing of hall, there will be no or very minimal noise coming from the adjacent hall


Meals Requirements		
	May 8 2023	May 9 2023
	60 pax	60 pax
Breakfast		
Am Snack	✓	✓
Lunch	✓	✓
Pm Snack	✓	✓

<p>Buffet Lunch Day 1 (May 08, 2023): Main dish (Choice of, Pork, chicken, beef fish, and Vegetables) Dessert (Choice of fruits and pastries)</p> <p>Buffet Lunch Day 2 (May 09, 2023): Main dish (Choice of, Pork, chicken, beef fish, and Vegetables) Dessert (Choice of fruits and pastries)</p> <p>AM Snack Day 1 (May 08, 2023) (choice of sandwich and heavy breakfast) PM Snack Day 1 (May 08, 2023) (choice of, pastries, pasta and sandwich)</p> <p>AM Snack Day 2 (May 09, 2023) (choice of sandwich and heavy breakfast) PM Snack Day 2 (May 09, 2023) (choice of, pastries, pasta and sandwich)</p> <ul style="list-style-type: none"> • Freshly Brewed Coffee, Decaffeinated Coffee, Herbal and Leaf Teas, Full cream and Skimmed Milk • Pads, pencils, and mints • Free-flowing coffee, hot tea, hot Choco and local purified water
--

Other Requirements
• Maintaining cleanliness-function hall, restroom, hallway, coffee/tea are and dining area
• Free alcohol and paper towel tissue
• Parking Passes (10% of total no. of attendees)
• Standard Ingress, atleast one hour before the event

IV. Delivery and Payment Term

The delivery of the services shall be on the same date as the arrangement, and payment shall be made after services are served.


 Jose Rey O. Espina
 Executive Assistant V/OIC, OSCA