

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.

W I T N E S S E T H :

WHEREAS, the **LESSEE** has a lease requirement for venue under Purchase Request No. **100-23-04-704** for the **Lease of Venue for the Conduct of Mainstreaming and Attribution of 2024 Annual Investment Program - City Planning and Development Office** from May 18 to 20, 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, accommodations, function room, equipment, and meals in Astoria Plaza Suites

CONTRACT NO.100-23-04-704

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 **Three Hundred Fifty Nine Thousand Two Hundred Pesos (Php 359,200.00)**;

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 18-20, 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 **Three Hundred Fifty Nine Thousand Two Hundred Pesos (Php 359,200.00)**.

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 of Lease shall be construed as to create a general partnership, joint venture,

CONTRACT NO.100-23-04-704

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 16 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:

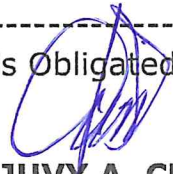
(Printed Name and Signature)

(Printed Name and Signature)

Funds Appropriated:

Funds Obligated:

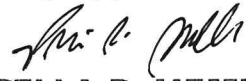

MS. MARTINELLI A. SANTIAGO
OIC - City Budget Office


MS. JUVY A. CUENCO
City Accountant
100-2029-04-0027-1011

Funds Available:

Recommending Approval:


MS. MARITA A. CALAJE
City Treasurer


ENP. PRISCELLA B. MEJILLANO,
MGM
City Gov't. Dept. Head II- CPDO

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 16 2023, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
CHRISTIAN JOSEPH M. BERNARDO	DRIVER'S LICENSE D16-99-213546	9/19/23

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. 09
Page No. 02
Book No. XXIV
Series of 2023

ATTY. ELISKO S. CALMA, JR.
Notary Public for Q.C. / Until Dec. 31, 2024
Roll No. 50183
PTR No. 400717210/Jan. 03, 2023/Q.C.
IBP No. 257225, Jan. 01, 2023
MCLE Comp. No. VI-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 16 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. 245
Page No. 01
Book No. 24
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-0030466
TIN NO. 127-509-331-00000

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.

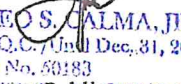
IN WITNESS WHEREOF, I have hereunto set my signature this

~~at~~ APR 28, 2023 at 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. _____
Page No. _____
Book No. _____
Series of 2022.


ATTY. ELISEO S. CALMA, JR.
Notary Public for Q.C. / Until Dec. 31, 2024
Roll No. 60183
PTR No. 401 Notary Public 2023/Q.C.
IBP No. 257225, Jan. 01, 2023
MCLE Comp. No. VR-0006924(09/21/2021-04/14/2025)
Adm. Matter No. NP-062(2022-2023)
20 Kamagong St., Sepangal V.H. East Fairview Q.C.
TIN: 138-541-197-000





PASIG
IMAGASAP ANG PASIG ADA

PROCUREMENT MANAGEMENT OFFICE

ANNEX "B"

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION


Date	26 April 2023
Project Title	Lease of Venue for the Conduct of Mainstreaming and Attribution of 2024 Annual Investment Program- City Planning and Development Office
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
RFQ No.	100-23-04-704
Approved Budget for the Contract	Four Hundred Forty Two Thousand Pesos (PhP442,000.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later 28 April 2023, (Friday) 1:45 PM 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: 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 Negotiation	28 April 2023, 2:00 PM, 7 th Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall commence from May 18, 2023 to May 20, 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.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.

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



Caruncho Avenue, Barangay San Nicolas, Pasig City 1600 Metro Manila

P

Description of Service Requirement	Offered Technical Proposal Please fill in with either: "Comply" or "Not Comply"																								
Lease of Venue for the Conduct of Mainstreaming and Attribution of 2024 Annual Investment Program- City Planning and Development Office under PR No. 100-23-04-704																									
TECHNICAL SPECIFICATIONS/SCOPE OF WORK																									
<p>May 18, 2023 to May 20, 2023</p> <p>Number of Days: 3 days and 2 nights</p> <p>Desire Venue and/or Function: Outside Pasig City Hall</p> <p>Type of Accommodation: Live-in for 34 pax</p>																									
<p>Board and Lodging (Full Board)</p> <p>For 34 pax:</p> <p>Check-in Time: 2:00 PM (May 18, 2023)</p> <p>Check-out Time: 12: PM (May 18, 2023)</p> <ul style="list-style-type: none"> • 24 – hours hot and cold shower • Sanitized beddings, rooms and restrooms • Complementary toiletries and bathrobes • Unlimited free access to Internet/ Wi-Fi in the room 																									
<p>Function Room Requirements</p> <ul style="list-style-type: none"> • Function room: May 18-20, 2023 (7:00am to 6:00pm) for lecture and workshop activities (breakout activities) • Fully air-conditioned and Well lighted • Classroom type, flexible enough to accommodate at least 40 pax following IATF Guidelines and flexible for group activities/workshops • Availability of audio- visual equipment with stand by assistant: • At least two (2) LCD projectors and two (2) wide screens • At least two (2) whiteboard with whiteboard pen & eraser • Complete set of sound system • Available extension cords accessible for all the participants • At least three (3) microphones • Podium/ lectern • Unlimited free access to Internet/ Wi-Fi in all areas of venue • One (1) extra table for the Secretariat (Registration Area and Activity Secretariat) • No pillars within the function hall 																									
<p>Meals Requirements</p> <table border="1" data-bbox="339 1591 928 1900"> <thead> <tr> <th>MEALS</th> <th>May 18, 2023</th> <th>May 19, 2023</th> <th>May 20, 2023</th> </tr> </thead> <tbody> <tr> <td>Breakfast</td> <td></td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> </tr> <tr> <td>AM Snacks</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> </tr> <tr> <td>Lunch</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> </tr> <tr> <td>PM Snacks</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> </tr> <tr> <td>Dinner</td> <td style="text-align: center;">✓</td> <td style="text-align: center;">✓</td> <td></td> </tr> </tbody> </table>	MEALS	May 18, 2023	May 19, 2023	May 20, 2023	Breakfast		✓	✓	AM Snacks	✓	✓	✓	Lunch	✓	✓	✓	PM Snacks	✓	✓	✓	Dinner	✓	✓		
MEALS	May 18, 2023	May 19, 2023	May 20, 2023																						
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PM Snacks	✓	✓	✓																						
Dinner	✓	✓																							

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

Technical Specifications

Activity Title	MAINTREAMING & ATTRIBUTION OF PRIORITIZED 2024 ANNUAL INVESTMENT PROGRAM (AIP)
Budget Account Code	5-02-99-990
Budget Reference Code	1000-000-2-1-09-003-001-004
PR Number	

DATE OF ACTIVITY	Estimated Number of Pax	Number of Days	Total Estimated Budget
May 18-20, 2023 ✓	34	Food and Venue (3 days & 2 nights - Live in) ✓	Php 442,000.00
Total			Php 442,000.00

I. Desired Venue and/or Function: Outside Pasig City Hall ✓

Function Room Requirements:
<ul style="list-style-type: none"> o <i>FUNCTION ROOM: May 18-20, 2023 (7:00am to 6:00pm) for lecture and workshop activities (breakout activities)</i> o <i>Fully air-conditioned and well-lighted</i> o <i>Classroom type, flexible enough to accommodate at least 40 pax following the IATF Guidelines and flexible for group activities/workshops</i>
<ul style="list-style-type: none"> o <i>Availability of audio-visual equipment with stand-by assistant:</i> o <i>At least two (2) LCD projectors and two (2) wide screens</i> o <i>At least two (2) white board with whiteboard pen & eraser</i> o <i>Complete set of sound system</i> o <i>Available extension cords accessible for all the participants</i> o <i>At least three (3) microphones</i> o <i>Podium/lectern</i>
<ul style="list-style-type: none"> o <i>Unlimited free access to internet /WI-FI in all areas of venue</i> o <i>One (1) extra table for the Secretariat (Registration Area and Activity Secretariat)</i> o <i>No pillars within the function hall</i>

Meals Requirements

	May 18, 2023	May 19, 2023	May 20, 2023
Breakfast		✓	✓
AM Snack	✓	✓	✓
Lunch	✓	✓	✓
PM Snack	✓	✓	✓
Dinner	✓	✓	

- For breakfast: 2 main dishes, rice, bread, choice of hot tea/chocolate or coffee
- For lunch: 3 main dishes (fish; choice of meat: chicken, pork or beef; and vegetables), soup, rice, dessert, bottomless drinks (choice of iced tea or mango juice)
- AM and PM Snacks: native food, with bottomless drinks (choice of iced tea or mango juice)
- Free flowing brewed coffee and tea
- Free Flowing water in the function room during official use
- Food attendants
- Candies, paper and pencil

Board and Lodging (Full Board)

- For 34 Pax
Check-in Time: 2:00 PM (May 18, 2023)
Check-out Time: 12:00 PM (May 20, 2023)
- 24-Hours Hot and Cold Shower
- Sanitized Beddings, rooms and restrooms
- Complementary toiletries and bathrobes
- Unlimited free access to internet/WIFI in the room


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 free parking area for the participants and facilitators
- With 24-hour security, front-desk and housekeeping services.

Prepared by:


KRISTINA ELAINE S. DELFIN
Planning Officer-II

Reviewed/Approved By:


ENP. PRISCILLA B. MEJILLANO, MGM
CGDH II - City Planning and Development
Coordinator