

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 INCORPORATED, 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. **100-23-04-760** for the **Lease of Venue for the Midyear Assessment Program – Pasig City Library** from 14 June 2023 to 16 June 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 (1) potential lessor responded;

WHEREAS, on 05 June 2023, the **LESSEE**, through its BAC, conducted negotiation and evaluation and found the **LESSOR's** quotation to be responsive;

CONTRACT NO. 100-23-04-760

WHEREAS, the **LESSOR** thus offered for lease to the **LESSEE** a venue, accommodations, function room, equipment, and meals in Millennium Properties and Brokerage Incorporated;

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 **One Hundred Thirty One Thousand Five Hundred Pesos (Php 131,500.00)**;

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 14 June 2023 to 16 June 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 INCORPORATED** 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 **One Hundred Thirty One Thousand Five Hundred Pesos (Php 131,500.00)**.

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.

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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.

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 19 JUN 2023 day of _____, 2023 at **Pasig City**.

CITY OF PASIG

MILLENNIUM PROPERTIES AND BROKERAGE INCORPORATED

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
100-2023-05-0425-103N

Funds Available:

Recommending Approval:


MS. MARITA A. CALAJE
City Treasurer


CRESMONA GERTY P. PERALTA
Librarian II

ACKNOWLEDGMENT

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

QUEZON CITY

BEFORE ME, a Notary Public for and in the City of **QUEZON CITY**, on this day of **JUN 13 2023**, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
CHRISTIAN JOSEPH M. BERNARDO	<i>DRIVER'S LICENSE D16-99-213516</i>	<i>9/19/2023</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. XLVIII
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. 257225, 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 **JUN 13 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. 204
Page No. 42
Book No. 26
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. 23 (2022-2023)
MCLE COMPLIANCE NO. VI-0030466
TIN NO. 127-509-331-00000
CONTRACT NO. 100-23-04-760

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.Escrida 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

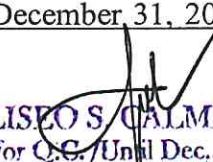
JUN 05 2023

at QUEZON CITY


MICHAEL T. NG
Corporate Secretary

SUBSCRIBED AND SWORN to before me, this day of JUN 05 2023
at _____, 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. 70
Page No. 15
Book No. XLIV
Series of 2022.


ATTY. ELISEO S. CALMA, JR.
Notary Public for Q.C./Until Dec. 31, 2024
Roll No. 50183
PTR No. 40071720/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 Kamagong St., Sapamanai Vill. East Fairview Q.C.
TIN: 138-541-197-000



REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION


Date	02 June 2023
Project Title	Lease of Venue for the Midyear Assessment Program – Pasig City Library
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
RFQ No.	100-23-04-760
Approved Budget for the Contract	One Hundred Thirty One Thousand Five Hundred Pesos and 07/100 (Php 131,500.07)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later <u>05 June 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	05 June 2023, 2:00 PM, 7 th Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall commence from June 14 2023 to June 16, 2023
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

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Description of Service Requirement	Offered Technical Proposal Please fill in with either: "Comply" or "Not Comply"																								
Lease of Venue for the Midyear Assessment Program – Pasig City Library under PR No. 100-23-04-760																									
TECHNICAL SPECIFICATIONS/SCOPE OF WORK																									
<p>Number of Days: 3 days</p> <p>Desired Venue and/or Function: within Ortigas area</p> <p>Type of Accommodation:</p> <ul style="list-style-type: none"> ○ Arrival : 8:00 am (June 14, 2023) ○ Check-out Time: 5:00 pm (June 16,2023) ○ Can accommodate 13 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 ○ At least two (2) 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/ conference for at least 10 hours 																									
<p>Meals Requirements:</p> <table border="1" data-bbox="263 1317 938 1677"> <thead> <tr> <th>MEALS</th> <th>June 14</th> <th>June 15</th> <th>June 16</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 Snack</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 Snack</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> <ul style="list-style-type: none"> ● For lunch and dinner: 3 main dishes (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 	MEALS	June 14	June 15	June 16	Breakfast		✓	✓	AM Snack	✓	✓	✓	Lunch	✓	✓	✓	PM Snack	✓	✓	✓	Dinner	✓	✓		
MEALS	June 14	June 15	June 16																						
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AM Snack	✓	✓	✓																						
Lunch	✓	✓	✓																						
PM Snack	✓	✓	✓																						
Dinner	✓	✓																							
FINANCIAL PROPOSAL																									
Name of Project	Grand Total Cost for the Lease of Venue																								
Lease of Venue for the Midyear Assessment Program – Pasig City Library under PR No. 100-23-04-760	PHP _____ (Amount in Figures)																								



ANNEX "B"

TERMS OF REFERENCE

Technical Specifications

Activity Title	MIDYEAR ASSESSMENT PROGRAM (PASIG CITY LIBRARY AND LEARNING RESOURCE CENTER)
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Date of Activity	Estimated Number of Paxs	Number of Days
June 14-16	13	3

I. Number of Days: 3 days

II. Desired Venue and/or Function: within Ortigas area

III. Type of Accommodation:

- o Arrival : 8:00 am (June 14, 2023)
- o Check-out time : 5:00 pm (June 16, 2023)
- o Can accommodate 13 paxs, flexible for group activities/ workshops
- o Well-lighted and well-ventilated
- o Availability of audio-visual equipment with stand-by assistant:
 - o Use of LCD projector with screen
 - o Use of whiteboard with whiteboard pen & eraser
 - o 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
 - o Lectern
- o Unlimited free access to internet / WIFI in all areas of venue
- o Use of venue/conference for at least 10 hours

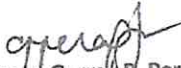


Meal Requirements

Meals	June 14	June 15	June 16
Breakfast		✓	✓
AM Snack	✓	✓	✓
Lunch	✓	✓	✓
PM Snack	✓	✓	✓
Dinner	✓	✓	

- For lunch and dinner: 3 main dishes (fish; choice of meat: chicken, pork or beef; and vegetables), soup, rice, dessert, drinks
- Añi and Pivi Snacks: sandwich or pasta; with drinks
- Free flowing coffee and/or tea

Prepared by:


Creanora Germ D. Peralta
OIC, Pasig City Library and Learning Resource Center