

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. **100-23-06-1357** for the **Lease of Venue for the Training and Seminar on Gender Responsive Ways of Handling Rescued Minors and RA 9344 on Juvenile and Welfare Act of 2006 - Peace and Order Department, Kabataan Rescue Patrol Division** from 07 September 2023 to 08 September 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 28 July 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 Millennium Properties and Brokerage Incorporated – Astoria Plaza Suites;

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 Ninety Four Thousand Nine Hundred Pesos (Php 294,900.00)**;

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 07 September 2023 to 08 September 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 **Two Hundred Ninety Four Thousand Nine Hundred Pesos (Php 294,900.00)**.

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.

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 09 AUG 2023 day of _____, **2023** at **Pasig City**.

CITY OF PASIG

**MILLENNIUM PROPERTIES AND
BROKERAGE INCORPORATED**

By:

By:

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 - 2023-06 - 0151 - 1013

Funds Available:

Recommending Approval:

MS. MARITA A. CALAJE
City Treasurer

RODRIGO M. DE DIOS
City Gov't Dept. Head II (POD)

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 AUG 09 2023, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
CHRISTIAN JOSEPH M. BERNARDO	DRIVER'S LICENSE DB-99-213 546	9/17/23

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. 1135
Page No. 87
Book No. 671
Series of 2023

ATTY. ELISEO SUCALMA, JR.
Notary Public for Q.C. Until Dec. 31, 2024
Roll No. 50183
PTR No. 4007172D/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., Sapantana 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 AUG 24 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. 476
Page No. 89
Book No. 71
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 NO. VII-0030173
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.Escriva Drive, Pasig City and in my capacity as such do hereby certify that at the Special Meeting of the Board of Directors held on May 29, 2023 the following resolutions were adopted:

RESOLVED, That the Corporation, Millennium Properties and Brokerage Inc. be authorized as it is hereby authorized representatives, 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, the following are the designated Authorized Representatives to carry out any and/or all of the provided above:

NAME	SPECIMEN SIGNATURE
CHERIE ANN N. ORPRECIO	
YANICE CALANGIAN	
CHRISTIAN JOSEPH M. BERNARDO	

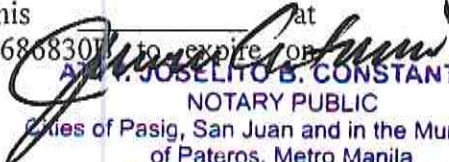
RESOLVED FURTHER, That the above mentioned representatives, be authorized and empowered as he is hereby authorized and empowered to file and follow-up with the Pasig City Hall, any and all papers, instruments and agreements, required to execute the foregoing application as may be necessary to effect the above - described transaction, under such terms and conditions as said representatives 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.

28 JUL 2023 IN WITNESS WHEREOF, I have hereunto set my signature this
at PASIG CITY.


MICHAEL T. NG
Corporate Secretary
28 JUL 2023

SUBSCRIBED AND SWORN to me this 28 JUL 2023 at PASIG CITY
in the presence of JOSELITO B. CONSTANTINO to exhibit to me his Passport I.D. P76868300
December 31, 2031.


JOSELITO B. CONSTANTINO
NOTARY PUBLIC
Offices of Pasig, San Juan and in the Municipality
of Pateros, Metro Manila
PTR No. 0139418 / 01-03-2023
IBP No. 259629 / 12-19-2022
MCLE No. VII-0019627 valid until April 14, 2025
S. C. Roll No. 31102 / 05-04-1981
TIN No. 232-590-023-000
G/F Pasig City Hall Bldg. San Nicolas Pasig City
Appointment No. 132 (2023-2024)
Contact No. 09273442188 / 09152215121

Doc. No.: 332
Page No.: 68
Book No.: XXVI
Series of: 113



PASIG
CITY GOVERNMENT

PROCUREMENT MANAGEMENT OFFICE

ANNEX " B "

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	25 July 2023
Project Title	Lease of Venue for the Training and Seminar on Gender Responsive Ways of Handling Rescued Minor's and RA 9344 on Juvenile and Welfare Act of 2006 – Peace and Order Department, Kabataan Rescue Patrol Division
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
RFQ No.	100-23-06-1357
Approved Budget for the Contract	Two Hundred Ninety Nine Thousand Three Hundred Thirty Five Pesos (Php 299,335.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than <u>28 July 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: 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	28 July 2023, 2:00 PM 7 th Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall commence from 07 September 2023 to 08 September 2023 .
NOTES	<ol style="list-style-type: none">1. Lessor shall submit their offer/quotation through their duly authorized representatives.2. 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



Description of Service Requirement	Offered Technical Proposal Please fill in with either: "Comply" or "Not Comply"															
<p align="center">Lease of Venue for the Training and Seminar Gender Responsive Ways of Handling Rescued Minor's and RA 9344 on Juvenile and Welfare Act of 2006 – Peace and Order Department, Kabataan Rescue Patrol Division under PR No. 100-23-06-1357</p>																
<p align="center">TECHNICAL SPECIFICATIONS/SCOPE OF WORK</p>																
<table border="1"> <thead> <tr> <th data-bbox="277 655 548 693">Date of activity</th> <th data-bbox="548 655 786 693">Estimated No. of Pax</th> <th data-bbox="786 655 992 693">No. of days</th> </tr> </thead> <tbody> <tr> <td data-bbox="277 693 548 755">07 September 2023 to 08 September 2023</td> <td data-bbox="548 693 786 755">50 pax</td> <td data-bbox="786 693 992 755">2 days and 1 night</td> </tr> </tbody> </table>		Date of activity	Estimated No. of Pax	No. of days	07 September 2023 to 08 September 2023	50 pax	2 days and 1 night									
Date of activity	Estimated No. of Pax	No. of days														
07 September 2023 to 08 September 2023	50 pax	2 days and 1 night														
<p>I. Number of Days: 2 days and 1 night</p> <p>II. Desired venue and/or function: within Pasig City</p> <p>III. Type of Accommodation:</p> <ul style="list-style-type: none"> • Single sharing – 7 rooms (7 Pax) • Twin Sharing – 5 Rooms (10 pax) • Triple sharing – 11 Rooms (33 pax) • Function Venue – 8 hours or more <p>Arrival: 8:00 am (07 September 2023)</p> <p>Check out time: 12:00 NN (08 September 2023)</p>																
<p>Board and Lodging</p> <p>➤ All rooms equipped with hot and cold shower, air-conditioning, towels and basic toiletries.</p>																
<p>Function Room Requirements</p> <ul style="list-style-type: none"> • Can accommodate 50 pax, flexible for group activities/workshops • Use of air-conditioned function hall with training equipment such as LCD projector (1), complete sound system, whiteboard with marker, etc. • Free Wi-Fi available at the hotel lobby and function rooms • Two entrance table for registration 																
<p>Meals Requirements:</p> <p>First Meal: 07 September 2023</p> <p>Last Meal: 08 September 2023</p> <table border="1"> <thead> <tr> <th data-bbox="407 1776 565 1814">MEALS</th> <th data-bbox="565 1776 721 1814">Day 1</th> <th data-bbox="721 1776 873 1814">Day 2</th> </tr> </thead> <tbody> <tr> <td data-bbox="407 1814 565 1878">Breakfast</td> <td data-bbox="565 1814 721 1878">✓</td> <td data-bbox="721 1814 873 1878">✓</td> </tr> <tr> <td data-bbox="407 1878 565 1943">Lunch</td> <td data-bbox="565 1878 721 1943">✓</td> <td data-bbox="721 1878 873 1943">✓</td> </tr> <tr> <td data-bbox="407 1943 565 2007">PM Snacks</td> <td data-bbox="565 1943 721 2007">✓</td> <td data-bbox="721 1943 873 2007">✓</td> </tr> <tr> <td data-bbox="407 2007 565 2045">Dinner</td> <td data-bbox="565 2007 721 2045">✓</td> <td data-bbox="721 2007 873 2045"></td> </tr> </tbody> </table>		MEALS	Day 1	Day 2	Breakfast	✓	✓	Lunch	✓	✓	PM Snacks	✓	✓	Dinner	✓	
MEALS	Day 1	Day 2														
Breakfast	✓	✓														
Lunch	✓	✓														
PM Snacks	✓	✓														
Dinner	✓															

<ul style="list-style-type: none"> • For breakfast: Rice meals (Choice of pork and fish), hot or cold beverages and fruits • For lunch and dinner: main dishes (choice of pork and chicken), rice, soup, vegetables, desserts, fruit and cold drinks • PM Snacks: soup with drinks 	
Other Requirements: <ul style="list-style-type: none"> • Use of air-conditioned function hall complete with training equipment • Ample and convenient parking spaces • Stand-by generator • CCTV equipped (hotel and key areas of the resort) 	
FINANCIAL PROPOSAL	
Name of Project	Grand Total Cost for the Lease of Venue
Lease of Venue for the "Gender Responsive ways of Handling Rescued Minor's and RA 9344 on Juvenile and Welfare Act of 2006." – Peace and Order Department, Kabataan Rescue Patrol Division under PR No. 100-23-06-1357	PHP _____ (Amount in Figures) _____ _____ (Amount in words of Grand Total Cost)

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)*



TERMS OF REFERENCE

Technical Specifications

Activity Title	"Gender Responsive ways of Handling Rescued minor's and RA 9344 on Juvenile and Welfare Act of 2006."			
DATE OF ACTIVITY	Estimated Number of Pax	Number of Days	Unit Cost	Budget Estimates
September 7-8,2023	50 Pax	2 Days and 1 Night	₱ 5,986.70	₱299,335.00

- I. Number of Days: 2 Days and 1 Night
- II. Desired Venue and /or Function: With in Pasig City
- III. Type of Accommodation:

- o Single Sharing – 7 Rooms (7 Pax)
- o Twin Sharing –5 Rooms (10 Pax)
- o Triple Sharing – 11 Rooms (33 Pax)
- o Faction Venue 8hrs or More than

- Arrival : 8:00am(September 7,2023)
- Check-Out Time : 12:00nn(September 8,2023)

• Can accommodate 50 Pax, flexible for goup activities/workshops
• Use of Airconditioned Function Hall with training equipments such as LCD Projector (1), Complete Sound System, White Board with market, etc.
• All rooms equipped with hot and cold shower, airconditioning, towels and basic toiletries.
• Free WIFI available at the hotel lobby and function rooms
• Two entrance table for registration

Meal Requirments:

- o First Meal: September 7,2023
- o Last Meal: September 8,2023

Meal	Day 1	Day 2
Breakfast	✓	✓
Lunch	✓	✓
PM Snack	✓	✓
Dinner	✓	

- For Breakfast: Rice meals (Choice of pork and fish), Hot or Cold Beverages and Fruits
- For Lunch and Dinner: Main dishes (Choice of pork and chicken), Rice Soup, Vegetable, Desserts, Fruits and Cold Drink
- For PM Snack: Soup with Drinks





PASIG
KABANGKARAN NG PASIG

PEACE AND ORDER DEPARTMENT

Other Requirements:

- Use of airconditioned function hall complete with training equipments
- Ample and convenient parking spaces
- Stand-by generator
- CCTV equipped (hotel and key areas of the resort)

Submitted by:

Benjamin M. Mendrez
Office-In-Charge
Kabataan Rescue Patrol Division

Noted By:

P/COL. RODRIGO M. DE DIOS (Ret.)
City Department Head II
Peace and Order Department