

## 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 352 Capt. H. Javier St., Oranbo, 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. **100-23-07-1882** for the **Lease of Venue for the Freedom of Information Workshop 2023: Strengthening the Basic of FOI – Ugnayan sa Pasig** on 04 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 one (1) potential lessor responded;

**WHEREAS**, on, 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;

**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 Ninety Thousand Pesos (Php 390,000.00)**;

**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 on 04 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 **Three Hundred Ninety Thousand Pesos (Php 390,000.00)**.

### **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 29 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)

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Funds Appropriated:

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Funds Obligated:

  
**MS. MA. THERESA B. HERNANDEZ**  
OIC - City Budget Office

  
**MS. JUVY A. CUENCO**  
City Accountant  
100-2023-08-0928-1032

Funds Available:

Recommending Approval:

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

  
**MA. ROWENA R. DIMANLIG**  
Supervising Administrative Officer



**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 29, 2023, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
<b>CHRISTIAN JOSEPH M. BERNARDO</b>	<i>DRIVER'S LICENSE</i> <i>D16-99-213 546</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. 1170  
Page No. 114  
Book No. 1151  
Series of 2023

**ATTY. EMISEO S. MALMA, 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-0006924009/21/2021-04/14/2025)  
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 SEP 04 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. 30  
Page No. 7  
Book No. U  
Series of 2023

**ATTY. GERALD P. RUBIO**  
Notary Public-Pasig City, San Juan and Pateros  
Until December 31, 2024  
ROLL NO. 84083  
IBP NO. 243415  
PTR No. 9004620  
APPOINTMENT NO. 276(2023-2024)  
MCLE EXEMPTION NO. VII-BEP002249  
TIN NO. 238-919-785







# PASIG

PROCUREMENT MANAGEMENT OFFICE

ANNEX "B"

## REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	17 August 2023
Project Title	Lease of Venue for the Freedom of Information Workshop 2023: Strengthening the Basic of FOI – Ugnayan sa Pasig
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
RFQ No.	100-23-07-1882
Approved Budget for the Contract	Three Hundred Ninety Two Thousand Pesos (Php 392,000.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than <u>18 August 2023, 1:45 PM</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>18 August 2023, 2:00PM</u> , 7 <sup>th</sup> Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall commence on 04 September 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 the Freedom of Information Workshop 2023: Strengthening the Basic of FOI – Ugnayan sa Pasig under PR No. 100-23-07-1882</b>													
<b>TECHNICAL SPECIFICATIONS/SCOPE OF WORK</b>													
<p><b>04 September 2023</b></p> <p>Number of Day: 1 day</p> <p>Desired Venue and/or Function: within Metro Manila – Ortigas Area</p> <p>Type of Accommodation: Use of function room/venue: 8:00 PM to 5:00 PM</p>													
<p><b>Function Room Requirements</b></p> <ul style="list-style-type: none"> <li>◦ Can accommodate 150 pax, flexible for group activities/workshops</li> <li>◦ Well lighted and well ventilated</li> <li>◦ Availability of audio-visual equipment with stand-by assistant: <ul style="list-style-type: none"> <li>➤ Use of LCD projector with screen</li> <li>➤ Use of whiteboard with whiteboard pen &amp; eraser</li> <li>➤ Complete Set of sound system</li> <li>➤ At least Four (4) extension cords</li> <li>➤ At least Two (2) wireless microphones with one (1) microphone stand, and</li> <li>➤ Lectern</li> </ul> </li> <li>◦ Unlimited free access to internet / WIFI in all areas of venue</li> <li>◦ Use of venue for at least 9 hours</li> <li>◦ Function room set-up: Classroom type</li> <li>◦ Two (2) table for the Secretariat (Registration Area)</li> <li>◦ Mints, paper and pencil</li> </ul>													
<p><b>Meals Requirements:</b></p> <p>First Meal: 4 September 2023 – Heavy Snacks</p> <p>Last Meal: 4 September 2023 – Heavy Snacks</p> <table border="1" data-bbox="432 1617 764 1966" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th>MEALS</th> <th>Day 1</th> </tr> </thead> <tbody> <tr> <td>Breakfast</td> <td style="text-align: center;">✓</td> </tr> <tr> <td>AM Snacks</td> <td style="text-align: center;">✓</td> </tr> <tr> <td>Lunch</td> <td style="text-align: center;">✓</td> </tr> <tr> <td>PM Snacks</td> <td style="text-align: center;">✓</td> </tr> <tr> <td>Dinner</td> <td></td> </tr> </tbody> </table> <ul style="list-style-type: none"> <li>◦ For breakfast: 2 main dishes, rice, bread, fresh fruits, choice of hot tea/ chocolate or coffee</li> <li>◦ For lunch: 3 main dishes (fish; choice of meat: pork or beef; and vegetables), soup, rice, dessert, drinks</li> <li>◦ PM Snacks: pasta; garlic bread, drinks</li> <li>◦ Free flowing coffee and/or tea</li> </ul>	MEALS	Day 1	Breakfast	✓	AM Snacks	✓	Lunch	✓	PM Snacks	✓	Dinner		
MEALS	Day 1												
Breakfast	✓												
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Lunch	✓												
PM Snacks	✓												
Dinner													



<b>Other Requirements:</b> <ul style="list-style-type: none"> <li>• Maintaining cleanliness function hall, restrooms, sleeping quarters, hallway, coffee/tea area and dining area</li> <li>• Provision for backdrop for the activity</li> <li>• With appropriate parking area for at least 10 vehicles</li> <li>• With 24-hour security, front-desk and housekeeping services</li> <li>• Dates can be re-booked in case of emergency/unforeseen circumstances.</li> <li>• Compliant to Equal Employment Opportunity Policy (EEOP) <ul style="list-style-type: none"> <li>• Easy access of comfort room</li> <li>• With ramp</li> <li>• First aid kits available when needed</li> </ul> </li> <li>• With a passing rate of at least 90% in market analysis</li> </ul>	
<b>FINANCIAL PROPOSAL</b>	
<b>Name of Project</b>	<b>Grand Total Cost for the Lease of Venue</b>
<b>Lease of Venue for the Freedom of Information Workshop 2023: Strengthening the Basic of FOI – Ugnayan sa Pasig under PR No. 100-23-07-1882</b>	<p>Php _____</p> <p><b>(Amount in Figures)</b></p> <hr/> <hr/> <hr/> <p><b>(Amount in words of Grand Total Cost)</b></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)









**Meals Requirements:**

- *First Meal: September 4, 2023 - Heavy snacks*
- *Last Meal: September 4, 2023 - Heavy snacks*

MEALS	Day 1
Breakfast	✓
AM Snacks	✓
Lunch	✓
PM Snacks	✓
Dinner	

- *For breakfast: 2 main dish, rice, bread, fresh fruits choice of hot tea/chocolate or coffee*
- *For lunch: 3 main dishes (fish; choice of meat: pork or beef; and vegetables), soup, rice, dessert, drinks*
- *PM Snacks: pasta; garlic bread, drinks*
- *Free flowing coffee and/or tea*

**Other Requirement/s:**

- *Maintaining cleanliness-function hall, restrooms, hallway, coffee/tea area, and dining area*
- *Provision for backdrop for the activity*
- *With appropriate parking area for at least 10 vehicles*
- *With 24-hour security, front-desk and housekeeping services.*
- *Dates can be re-booked in case of emergency/unforeseen circumstances.*
- *Compliant to Equal Employment Opportunity Policy (EEOP)*
  - *Easy access of comfort room*
  - *With ramp*
  - *First Aid Kits available when needed*
- *With a passing rating of at least 90% in Market Analysis*

Prepared By:

**MA. ROWENA RAYOS-DIMANLIG**  
Head - Ugnayan Sa Pasig

