

## 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 Represent, 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. 100-23-06-1764 for the **Lease of Venue for the 2023 CTDMO Mid-Year Assessment for City Transport Development and Management Office** from September 6 to 8, 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 30 August 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**;

**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 Sixty Five Thousand Nine Hundred Pesos (Php 165,900.00)**;

**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 6 to 8 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 **One Hundred Sixty Five Thousand Nine Hundred Pesos (Php 165,900.00)**.

**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 05 SEP 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:**

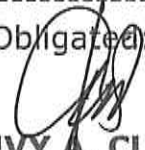
(Printed Name and Signature)

(Printed Name and Signature)

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Funds Appropriated:

Funds Obligated:

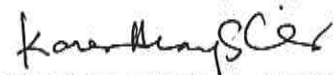
  
**MS. MA. THERESA B. HERNANDEZ**  
OIC - City Budget Office

  
**MS. JUVY A. CUENCO**  
City Accountant  
100-2023-07-0697-1032

Funds Available:

Recommending Approval:

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

  
**KAREN MAY S. CRISOSTOMO**  
Non-Motorized Transport  
Specialist

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
City of \_\_\_\_\_ ) S.S.

QUEZON CITY

BEFORE ME, a Notary Public for and in the City of \_\_\_\_\_, on this day of \_\_\_\_\_, 2023, personally appeared:

SEP 05 2023

Name	Government ID	Issue and Expiry Date
<b>CHRISTIAN JOSEPH M. BERNARDO</b>	<i>DRIVER'S LICENSE D16-99-213546</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.

**ATTY. ELISEO S. MAEMA, JR.**  
Notary Public for Q.C. Until Dec. 31, 2024  
Roll No. 50888

PTR No. 40071721 (Jan. 03, 2023/Q.C.)  
BSF No. 26722 (Jan. 01, 2023)

MCLE Comp. No. VII-0000024009/21/2021-04/14/2025  
Adm. Matter No. NP-062(2022-2023)  
20 Kamagong St., Sapananani Vill. East Fairview Q.C.  
TEL: 338-661-197 (m)

Doc. No. 161  
Page No. 33  
Book No. 1211  
Series of 2023

**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of \_\_\_\_\_, 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.

SEP 05 2023

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.

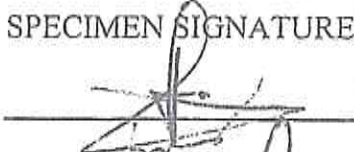


**ATTY. CERNALDO P. RUBIO**  
Notary Public-Pasig City, San Juan and Pateros  
Until December 31, 2024  
ROLL NO. 84088  
IBI NO. 243415  
PTR No. 9004629  
APPOINTMENT NO. 276(2023-2024)  
MCLE EXEMPTION NO. VIII-BEP002249  
TIN NO. 232 019 704

Doc. No. 164  
Page No. 34  
Book No. 11  
Series of 2023

SECRETARY'S CERTIFICATE

That I, MICHAEL T. NG, am the duly elected Corporate Secretary of Millennium Properties and Brokerage Inc./ Astoria Hotels and Resorts (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 July 06, 2023 the following resolutions were adopted:

RESOLVED, That the Corporation, Millennium Properties and Brokerage Inc./ Astoria Hotels and Resorts, 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.

IN WITNESS WHEREOF, I have hereunto set my signature this AUG 30 2023 at PASIG CITY.

  
MICHAEL T. NG  
Corporate Secretary

SUBSCRIBED AND SWORN to me this AUG 30 2023 at PASIG CITY affiant exhibited to me his Passport I.D. P7686830B to ALD P. RUBIO Notary Public-Pasig City, San Juan and Pateros Until December 31, 2024  
 December 31, 2031.

DOC NO. 236  
 PAGE NO. 49  
 BOOK NO. 1  
 SERIES OF 20 23

ROLL NO. 84083  
 IBP NO. 243415  
 PTR No. 9004629  
 APPOINTMENT NO. 276(2023-2024)  
 MCLE EXEMPTION NO. VIII-SEP002249  
 TIN NO. 238-910-765



# PASIG

**PROCUREMENT MANAGEMENT OFFICE**
**REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION**

Date	24 August 2023
Project Title	Lease of Venue for the 2023 CTDMO Mid-Year Assessment – City Transport Development and Management Office
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
RFQ No.	100-23-06-1764
Approved Budget for the Contract	One Hundred Seventy Eight Thousand Five Hundred Pesos (Php 178,500.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than <b>30 August 2023, 1:45 PM</b> at the Bids and Awards Committee (BAC) through the Procurement Management Office (BAC Secretariat Office), <b>4<sup>th</sup> Floor</b> , 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	30 August 2023, 2:00 PM, 7 <sup>th</sup> Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall commence from <b>September 6, 2023 to September 8, 2023</b>
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 2023 CTDMO Mid-Year Assessment – City Transport Development and Management Office under PR No. 100-23-06-1764</b>	
<b>TECHNICAL SPECIFICATIONS/SCOPE OF WORK</b>	
<p>September 6, 2023 to September 8, 2023</p> <ul style="list-style-type: none"> <li>◦ September 6, 2023 (8am-5pm) <ul style="list-style-type: none"> <li>○ Venue: Php 3,000.00 net per person</li> <li>○ Function room: (Classroom Set-up), Free Stable &amp; Unlimited Internet Connection, Audio Visual equipment, whiteboard with whiteboard markers and eraser, and Meal arrangement **Inclusive of Buffet Breakfast, Buffet Lunch and Dinner Buffet.</li> </ul> </li> <li>◦ September 7, 2023 (8am-5pm) <ul style="list-style-type: none"> <li>○ Venue: Php 3,000.00 net per person</li> <li>○ Function room: (Classroom Set-up), Free Stable &amp; Unlimited Internet Connection, Audio Visual equipment, whiteboard with whiteboard markers and eraser, and Meal arrangement **Inclusive of Buffet Breakfast, Buffet Lunch and Dinner Buffet.</li> </ul> </li> <li>◦ September 8, 2023 (8am-12nn) <ul style="list-style-type: none"> <li>○ Venue: Php 2,500.00 net per person</li> <li>○ Function room: (Classroom Set-up), Free Stable &amp; Unlimited Internet Connection, Audio Visual equipment, whiteboard with whiteboard markers and eraser, and Meal arrangement **Inclusive of Buffet Breakfast, Buffet Lunch.</li> </ul> </li> </ul> <p>21 x Php 3,000.00 net per person (Day 1 &amp; 2) = Php 126,000.00  +  21 x Php 2,500.00 net per person (Day 3) = <u>Php 52,500.00</u>  Grand Total : <u>Php 178,500.00</u></p>	Comply
<p>I. Number of Days: (2) two and half-day (8 AM – 5 PM) on September 6 &amp; 7 until 8 AM -12 NN only on September 8)</p> <p>II. Function Room Requirements:</p> <ol style="list-style-type: none"> <li>A. Classroom setup that can accommodate up to 21 pax</li> <li>B. Use of function/conference room for the activity on the following dates: <ol style="list-style-type: none"> <li>1. Wednesday, September 6, from 8am to 5pm</li> <li>2. Thursday, September 7, from 8am to 5pm</li> <li>3. Friday, September 8, 8am to 12nn only</li> </ol> </li> <li>C. With unlimited, stable internet connection</li> <li>D. Audio-visual equipment (at least 3 microphones, 2 extension cords, 1 LCD projector and screen, tables and chairs in a classroom set-up)</li> <li>E. Two (2) tables with four (4) chairs for facilitators and speaker</li> <li>F. Use of whiteboard with whiteboard pen and eraser</li> </ol>	Comply
<p><b>Meals Requirements</b></p> <ol style="list-style-type: none"> <li>A. Wednesday, September 6: Breakfast Buffet, Lunch Buffet and Dinner Buffet with drinks</li> <li>B. Thursday, September 7: Breakfast Buffet, Lunch Buffet and Dinner Buffet with drinks</li> <li>C. Friday, September 8: Breakfast Buffet, Lunch Buffet and with drinks</li> <li>D. for all days: free flowing coffee and water</li> </ol>	Comply



	MEALS	Day 1	Day 2	Day 3	Comply
	Breakfast Buffet	✓	✓	✓	
	Lunch Buffet	✓	✓	✓	
	Dinner Buffet	✓	✓		
<b>Other Requirements:</b>					Comply
<ul style="list-style-type: none"> <li>◦ Maintaining cleanliness function hall, restrooms,</li> <li>◦ With appropriate parking area for at least 15 vehicles</li> <li>◦ With 24-hour security, front-desk and housekeeping service</li> </ul>					
<b>FINANCIAL PROPOSAL</b>					
<b>Name of Project</b>		<b>Grand Total Cost for the Lease of Venue</b>			
Lease of Venue for the 2023 CTDMO Mid-Year Assessment – City Transport Development and Management Office under PR No. 100-23-06-1764		PhP <u>165,900.00</u> (Amount in Figures) one hundred sixty-five, nine hundred pesos only _____ _____ _____ (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.gpppb.gov.ph/assets/forms/Omnibus%20Sworn%20Statement\(Revised\).docx](https://www.gpppb.gov.ph/assets/forms/Omnibus%20Sworn%20Statement(Revised).docx)

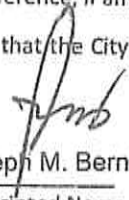
5. Proof of Authorization i.e. duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture or a Special Power of Attorney, in case of Sole Proprietorship.

**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:

  
Christian Joseph M. Bernardo      Sales Account Manager  
Signature over printed Name      Position

Duly authorized to sign quotation/offer for and on behalf  
of   Astoria Plaza   *(Please indicate name of company)*



**TERMS OF REFERENCE**

**Lease of Venue for the 2023 CTDMO Mid-year Assessment**

• **September 06, 2023 (8AM-5PM)**

Venue: Php 3,000.00 net per person  
\*Function room (Classroom Set-up), Free Stable & Unlimited Internet Connection, Audio Visual equipment, Whiteboard with Whiteboard markers and erasers, and Meal arrangement  
\*\*Inclusive of Buffet Breakfast, Buffet Lunch, and Dinner Buffet.

• **September 07, 2023 (8AM-5PM)**

Venue: Php 3,000.00 net per person  
\*Function room (Classroom Set-up), Free Stable & Unlimited Internet Connection, Audio Visual equipment, Whiteboard with Whiteboard markers and erasers, and Meal arrangement  
\*\*Inclusive of Buffet Breakfast, Buffet Lunch, and Dinner Buffet.

• **September 8, 2023 (8AM-12NN)**

Venue: Php 2,500.00 net per person  
\*Function room (Classroom Set-up), Free Stable & Unlimited Internet Connection, Audio Visual equipment, Whiteboard with Whiteboard markers and erasers, and Meal arrangement  
\*\*Inclusive of Buffet Breakfast, Buffet Lunch.

21 x Php 3,000.00 net per person (Day 1 & 2)	=	Php 126,000.00
		+
21 x Php 2,500.00 net per person (Day 3)	=	Php 52,500.00
<b>Grand Total</b>	<b>:</b>	<b>Php 178,500.00</b>





- I. **Number of Days:** (2) two and half-day (8AM-5PM) on September 06 & 07 until 8AM-12NN only on September 08)
- II. **Function Room Requirements:**
  - A. Classroom setup that can accommodate up to 21 pax
  - B. Use of function/conference room for the activity on the following dates:
    1. Wednesday, September 06, from 8AM to 5PM
    2. Thursday, September 07, from 8AM to 5PM
    3. Friday, September 08, from 8AM to 12NN only
  - C. With unlimited, stable internet connection
  - D. Audio-visual equipment (at least 3 microphones, 2 extension cords, 1 LCD projector and screen, tables and chairs in a classroom setup)
  - E. Two (2) tables with four (4) chairs for facilitators and speaker
  - F. Use of whiteboard with whiteboard pen and eraser
- III. **Meal Requirements**
  - A. Wednesday, September 06: Breakfast Buffet, Lunch Buffet, and Dinner Buffet, with drinks
  - B. Thursday, September 07: Breakfast Buffet, Lunch Buffet, and Dinner Buffet, with drinks
  - C. Friday, September 08: Breakfast Buffet & Lunch Buffet, with drinks
  - D. For all days: free flowing coffee and water

Meals	Day 1	Day 2	Day 3
Breakfast Buffet	✓	✓	✓
Lunch Buffet	✓	✓	✓
Dinner Buffet	✓	✓	



PASIG  
CITY OF OPPORTUNITIES

CITY TRANSPORTATION DEVELOPMENT  
AND MANAGEMENT OFFICE

IV. Other Requirements

- A. Cleanliness - function hall, restrooms
- B. With appropriate parking area for at least 15 vehicles
- C. With 24-hour security, front desk service, and housekeeping services

Noted by:

ATTY. JERONIMO U. MANZANERO  
City Administrator & Dir., CTBMO

JCM