

## 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. **100-23-07-1644** for the **Lease of Venue for the Year-End Planning Activity - General Services Office** from 04 December 2023 to 05 December 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 20 September 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 **Eight Hundred Forty Six Thousand Four Hundred Pesos (Php 846,400.00)**;

**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 04 December 2023 to 05 December 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 **Eight Hundred Forty Six Thousand Four Hundred Pesos (Php 846,400.00)**.

### **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 ~~27 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)

-----  
Funds Appropriated:

Funds Obligated:

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

  
**MS. JUVY A. CUENCO**  
City Accountant  
100-2023-08-0704-1032

Funds Available:

Recommending Approval:

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

  
**MS. RUTH F. ROMANO**  
Assistant City Dept. Head II



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 SEP 27 2023, 2023, personally appeared:

Table with 3 columns: Name, Government ID, Issue and Expiry Date. Row 1: CHRISTIAN JOSEPH M. BERNARDO, DRIVER'S LICENSE, 9/19/2023.

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. 1173
Page No. 15
Book No. 105111
Series of 2023

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. VI-0006924(09/21/2021-04/14/2025)
Adm. Matter No. NP-052(2022-2023)
20 Kamagong St., Saparamai 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 OCT 11 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. 196
Page No. 40
Book No. IV
Series of 2023

ROSICA LEIRA ELIA G. MANSUJETO
Notary Public for Pasig, San Juan & Pateros
Until 31 December 2023
Appointment No. 107
PTR No. 0162889, 09 January 2023, Pasig City
IBP No. 249506, 09 January 2023, RSM
Roll of Attorneys No. 69990
MCLE Compliance No. VII-0009528
Valid until 14 April 2025
Page 5 of 5 | CONTRACT NO. 100-23507-1944 | JSC
Pearl Drive, Ortigas Centre, Pasig City







# PASIG

PROCUREMENT MANAGEMENT OFFICE

ANNEX " B "

## REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	15 September 2023
Project Title	Lease of Venue for the Year-End Planning Activity – General Services Office
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
RFQ No.	100-23-07-1644
Approved Budget for the Contract	Eight Hundred Sixty Three Thousand Nine Hundred Ninety Nine Pesos and 91/100 (Php 863,999.91)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than <u>20 September 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>20 September 2023, 2:00 PM</u> , 7 <sup>th</sup> Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall commence from <u>04 December 2023 to 05 December 2023</u> .
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"												
Lease of Venue for the Year-End Planning Activity – General Services Office under PR No. 100-23-07-1644													
<b>TECHNICAL SPECIFICATIONS/SCOPE OF WORK</b>													
<table border="1" style="width: 100%;"> <thead> <tr> <th style="width: 50%;">Date of Activity</th> <th style="width: 50%;">Estimated Number of Pax</th> </tr> </thead> <tbody> <tr> <td>Date: December 4-5, 2023 Venue/Function (2 Days)</td> <td style="text-align: center;">200</td> </tr> <tr> <td>Room accommodation for facilitator and secretariat (1 day/1night)</td> <td style="text-align: center;">11</td> </tr> </tbody> </table>	Date of Activity	Estimated Number of Pax	Date: December 4-5, 2023 Venue/Function (2 Days)	200	Room accommodation for facilitator and secretariat (1 day/1night)	11	Comply						
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Date: December 4-5, 2023 Venue/Function (2 Days)	200												
Room accommodation for facilitator and secretariat (1 day/1night)	11												
<b>Lease of Venue and Accommodation</b>  <b>Number of Days:</b> 2 Days  <b>Time/Schedule:</b> Day 1 – 8:00am to 5:00pm Day 2 – 9:00am to 7:00pm  <b>Desired Venue and/or Function:</b> Within Pasig City	Comply												
<b>Board and Lodging (For facilitators and Secretariat)</b>  <b>1 Day, 1 Night</b> <ul style="list-style-type: none"> <li>◦ Date: December 4-5, 2023</li> <li>◦ Check in: 2:00pm</li> <li>◦ Check out: 12:00nn next day</li> </ul> <b>Inclusions:</b>  Fully air conditioned rooms to accommodate eleven (11) persons (1 single Occupancy room and 5 Double Occupancy room) and with provision of basic toiletries such as towel, soap and tissue <ul style="list-style-type: none"> <li>◦ Free Breakfast meal</li> <li>◦ Free use of parking space</li> <li>◦ Free WIFI Access</li> </ul>	Comply												
<b>Function hall that can Accommodate 200 pax:</b>  Use of chairs and tables (banquet set-up)  Availability of audio-visual equipment such as projector, white screen, speaker and microphones  Free use of distilled water with hot and cold dispenser  Complementary brewed coffee and tea during conference	Comply												
<b>Meals Requirements:</b>  First Meal: 04 December 2023  Last Meal: 05 December 2023 <table border="1" style="width: 100%; margin-top: 10px;"> <thead> <tr> <th style="width: 30%;">MEALS</th> <th style="width: 35%;">Day 1</th> <th style="width: 35%;">Day 2</th> </tr> </thead> <tbody> <tr> <td>AM Snacks</td> <td style="text-align: center;">✓</td> <td></td> </tr> <tr> <td>Lunch</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> </tr> </tbody> </table>	MEALS	Day 1	Day 2	AM Snacks	✓		Lunch	✓	✓	PM Snacks	✓	✓	Comply
MEALS	Day 1	Day 2											
AM Snacks	✓												
Lunch	✓	✓											
PM Snacks	✓	✓											



	Dinner	✓	✓	
<ul style="list-style-type: none"> <li>◦ Note: Based on Selection of Menu</li> <li>◦ AM and PM Snack: pasta/noodle, sandwich/native delicacies, iced tea/fruit juice</li> <li>◦ For Lunch: steamed rice, salad, soup, at least 2 viands (pork, beef, or chicken and vegetables), dessert/fresh fruits, iced tea/fruit juice</li> <li>◦ For Dinner: steamed rice, salad, soup, at least 2 viands (pork, beef, or chicken and vegetables), dessert/fresh fruits, iced tea/fruit juice</li> </ul>				Comply
<b>FINANCIAL PROPOSAL</b>				
<b>Name of Project</b>		<b>Grand Total Cost for the Lease of Venue</b>		
Lease of Venue for the Year-End Planning Activity – General Services Office		PhP <u>846,400.00</u> (Amount in Figures)  <hr/> <hr/> <hr/> (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:

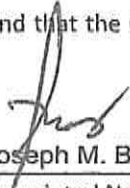
- Latest Income Tax Return (ITR) - For participants already with an Annual ITR, latest ITR shall refer to the ITR for the preceding Tax Year be it on a calendar or fiscal year. For new establishments which, therefore, have no annual ITR yet, it shall refer to the most recent quarter's ITR.
  - Latest 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/ierms/Omnibus%20Sworn%20Statement\(Revised\).docx](https://www.gppb.gov.ph/assets/ierms/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 SERVICES  
Technical Specifications**

ANNEX " B "

**ACTIVITY TITLE: YEAR-END PLANNING ACTIVITY**

Date of Activity	Estimated Number of Pax	Estimated Budget	Total Estimated Budget
Target Date: December 4 - 5, 2023 *Venue/ Function (2 days)	200	840,000.00	864,000.00
*Room accommodation for facilitator and secretariat (1 day/1 night)	11	24,000.00	

**Lease of Venue and Accommodation**

Number of days: 2 days

Time/ Schedule: Day 1 - 8:00am to 5:00pm

Day 2 - 9:00am to 7:00pm

Desired Venue and/or Function: Within Pasig City

Function hall that can accommodate 200 pax
Use of chairs and tables (banquet set-up)
Fully air-conditioned rooms (good for at least 2 pax/room) and with provision of basic toiletries such as towel, soap and tissue.
Entrance, free parking
Free WIFI access
Availability of audio-visual equipment such as projector, white screen, speaker and microphones
Free use of distilled water with hot and cold dispenser
Complementary brewed coffee and tea during conference

**Meal Requirements:**

First Meal: December 4, 2023


Last Meal: December 5, 2023


MEALS	Day 1	Day 2
AM Snack	✓	
Lunch	✓	✓
PM Snack	✓	✓
Dinner	✓	✓

Note: Based on selection of menu


AM and PM Snack: pasta/ noodle, sandwich/ native delicacies, iced tea/ fruit juice
For Lunch: steamed rice, salad, soup, at least 2 viands (pork, beef, or chicken and vegetables), dessert/fresh fruits, iced tea/ fruit juice
For Dinner: steamed rice, salad, soup, at least 2 viands (pork, beef, or chicken and vegetables), dessert/fresh fruits, iced tea/ fruit juice

Prepared by:

  
**CORINA G. MATELA**  
Administrative Officer I  
Office of General Services

  
**ARLANI A. VIERA**  
OIC, OGS- Administrative Division  
Office of General Services

Noted by:

  
**RUTH FORMALEJO - ROMANO**  
City Assistant Dept. Head II  
OIC, Office of General Services