

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. 100-23-07-1677 for the **Lease of Venue for the Leadership Training CSO Members – Office of Senior Citizen Affairs** from October 10 to 13, 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 29 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 Single Calculated and Responsive Quotation/Proposal in the amount of **Seven Hundred Thirty Five Thousand Six Hundred Pesos (Php 735,600.00)**;

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 10 to 13 October 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 **Seven Hundred Thirty Five Thousand Six Hundred Pesos (Php 735,600.00)**.

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 OCT 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:

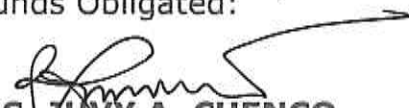
(Printed Name and Signature)

(Printed Name and Signature)

Funds Appropriated:

Funds Obligated:


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


MS. JUVY A. CUENCO
City Accountant

100-2023-07-0056-7994

Funds Available:

Recommending Approval:


MS. MARITA A. CALAJE
City Treasurer


HORACIO B. APUYAN JR.
Community Affairs Officer III

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of QUEZON CITY) S.S.

10-9-23

QUEZON CITY

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

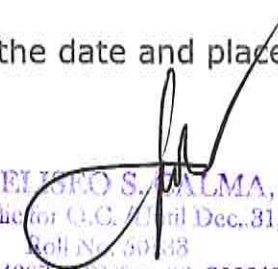
OCT 09 2023

Name	Government ID	Issue and Expiry Date
CHRISTIAN JOSEPH M. BERNARDO	DRIVER'S LICENSE DIG - 99 - 243546	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. 2811
Page No. 77
Book No. 1541
Series of 2023


ATTY. ELADIO S. PALMA, JR.
 Notary Public for Q.C. / Until Dec. 31, 2024
 Roll No. 50143
 PTR No. 40071721/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., Sapiansan Vill. East Fairview Q.C.
 TTN: 138-541-192-000

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of OCT 09 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. 241
Page No. 54
Book No. 1X
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. 9004629
 APPOINTMENT NO. 276(2023-2024)
 MCLE EXEMPTION NO. VIII-BEP002249
 TIN NO. 238-919-765
 Page 5 of 5 | CONTRACT NO. 100-23-07-1677 | JHC



PASIG

PROCUREMENT MANAGEMENT OFFICE

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

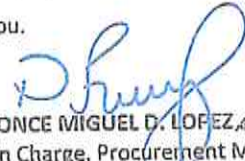
Date	26 September 2023
Project Title	Lease of Venue for the Leadership Training of CSO Members - Office of Senior Citizen Affairs
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
RFQ No.	100-23-07-1677
Approved Budget for the Contract	Seven Hundred Sixty Six Thousand Eight Hundred Pesos (Php 766,800.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than <u>27 September 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	27 September 2023, 2:00 PM, 7 th Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall commence from <u>October 10, 2023 to October 13, 2023.</u>
NOTES	<ol style="list-style-type: none"> Lessor shall submit their offer/quotation through their duly authorized representatives Quotations 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



Description of Service Requirement	Offered Technical Proposal Please fill in with either: "Comply" or "Not Comply"								
Lease of Venue for the Leadership Training of CSO Members - Office of Senior Citizen Affairs PR. No. 100-23-07-1677									
TECHNICAL SPECIFICATIONS/SCOPE OF WORK									
I. NUMBER OF DAYS: 4 DAYS II. ACCOMMODATION: 12 PAX A.) BOARD AND LODGING <ul style="list-style-type: none"> ➤ October 10-11-12-13, 2023- AIR-CONDITIONED ROOM (THREE NIGHTS) <ul style="list-style-type: none"> ◦ Three (3) Quad Sharing Room good for 4 persons ➤ Buffet breakfast ➤ Dinner ➤ High speed Wi-Fi internet access ➤ Two bottles of mineral water per day ➤ Tea and coffee making facility ➤ Sanitized Beddings, Room and Restroom <ul style="list-style-type: none"> ◦ Room Check-in time: For 4 pax (each room) - 2:00 pm (October 10, 2023) ◦ Room Check-out time: For 4 pax (each room) - 12:00 noon (October 13, 2023) 	Comply								
Function Room Requirements <ul style="list-style-type: none"> ◦ Can accommodate 400 pax, following the IATF Guidelines and flexible for group workshop Use of Function Room <ul style="list-style-type: none"> ◦ October 10-13, 2023 – 8:00AM – 5:00PM ◦ 10% parking space ◦ Well- lighted and ventilated Availability of Audio-Visual Equipment <ul style="list-style-type: none"> ◦ Use of the plenary ◦ Audiovisual equipment: 1 podium, 2 microphones, Basic PA System ◦ LCD Projector with wide screen ◦ Set up requirement: Registration table and Podium ◦ Wi-Fi Connections for all ◦ Pads, Pencils, and mints ◦ No pillars in the middle of function room ◦ Good soundproofing of hall, there will be no or very minimal noise coming from the adjacent hall 	Comply								
Meals Requirements <table border="1" data-bbox="383 1929 914 2136" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th data-bbox="383 1929 672 2032"></th> <th data-bbox="672 1929 914 2032" style="text-align: center;">October 10-13, 2023</th> </tr> </thead> <tbody> <tr> <td data-bbox="383 2032 672 2085" style="text-align: center;">400 pax</td> <td data-bbox="672 2032 914 2085"></td> </tr> <tr> <td data-bbox="383 2085 672 2136" style="text-align: center;">Breakfast</td> <td data-bbox="672 2085 914 2136"></td> </tr> <tr> <td data-bbox="383 2136 672 2145" style="text-align: center;">AM Snacks</td> <td data-bbox="672 2136 914 2145" style="text-align: center;">✓</td> </tr> </tbody> </table>		October 10-13, 2023	400 pax		Breakfast		AM Snacks	✓	Comply
	October 10-13, 2023								
400 pax									
Breakfast									
AM Snacks	✓								

	<table border="1"> <tr> <td>Lunch</td> <td>✓</td> </tr> <tr> <td>PM Snacks</td> <td>✓</td> </tr> <tr> <td>Dinner</td> <td>✓</td> </tr> </table>	Lunch	✓	PM Snacks	✓	Dinner	✓		Comply
Lunch	✓								
PM Snacks	✓								
Dinner	✓								
Buffet Lunch Day 1 to 4 (October 10-13, 2023): Main dish (Choice of, Pork, Chicken, beef fish, and Vegetables) Dessert (Choice of fruits and pastries)									
AM Snack Day 1 to 4 (October 10-13, 2023) (Choice of, sandwich and heavy breakfast) PM Snack Day 1 to 4 (October 10-13, 2023) (Choice of, pastries, Pasta and sandwich)									
Packed Dinner (October 10-12, 2023): Main dish (Choice of, Pork, Chicken, beef fish, and Vegetables) Dessert (Choice of fruits and pastries)			Comply						
<ul style="list-style-type: none"> ◦ Freshly Brewed Coffee, Decaffeinated Coffee, Herbal and Leaf Teas, Full cream and Skimmed Milk ◦ Pads, pencils, and mints ◦ Free-flowing coffee, hot tea, hot Choco and local purified water 									
FINANCIAL PROPOSAL									
Name of Project	Grand Total Cost for the Lease of Venue								
Lease of Venue for the Leadership Training of CSO Members - Office of Senior Citizen Affairs under PR No. 100-23-07-1677	Php <u>735,600.00</u> (Amount in Figures) seven hundred thirty-five, six hundred pesos only <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.gppob.gov.ph/assets/forms/Omnibus%20Sworn%20Statement\(Revised\).docx](https://www.gppob.gov.ph/assets/forms/Omnibus%20Sworn%20Statement(Revised).docx)

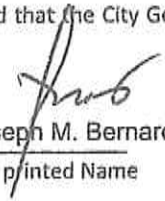
5. Proof of Authorization i.e. duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture or a Special Power of Attorney, in case of Sole Proprietorship.

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:

 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)



OFFICE OF THE SENIOR CITIZENS AFFAIRS

TERMS OF REFERENCE FOR LEADERSHIP TRAINING OF CSO MEMBERS (FEDERATION OF PASIG ASSOCIATION ELDERLY INC.)

SOURCE OF FUNDS: General Fund of City Government of Pasig

I. Venue and Date of Events

Title: LEADERSHIP TRAINING OF CSO MEMBERS (FEDERATION OF PASIG ASSOCIATION ELDERLY INC.)

Table with 2 columns: ACTIVITY TITLE and AIP REFERENCE CODE. Activity title is LEADERSHIP TRAINING OF CSO MEMBERS (FEDERATION OF PASIG ASSOCIATION ELDERLY INC.) and AIP REFERENCE CODE is 3000-000-2-1-35-001-007-000.

Table with 4 columns: DATE OF ACTIVITY, ESTIMATED NUMBER OF PAX, NUMBER OF DAYS, and TOTAL ESTIMATED BUDGET. Row 1: October 10-13, 2023 (8:00am to 5:00pm), 400 PAX (OSCA STAFF, JOB ORDER DETAILED IN OSCA AND SENIOR CITIZEN FEDERATION EXECOM AND NGO/CSO SENIOR CITIZEN OFFICERS), 4 DAYS FOOD AND ACCOMMODATION, 766,800.00.

II. NUMBER OF DAYS:

4 DAY

III. ACCOMMODATION:

12 PAX

A.) BOARD AND LODGING

> October 10-11-12-13 ,2023- AIR-CONDITIONED ROOM (THREE NIGHT)

- Three (3) Quad Sharing Room good for 4 persons
> buffet breakfast
> Dinner





- high speed Wi-Fi Internet access
- two bottles of mineral water per day
- Tea and coffee making facility
- Sanitized Beddings, Room and Restroom
 - Room Check-in time: For 4 pax (each room)- 2:00 pm (October 10, 2023)
 - Room Check-out time: For 4 pax (each room)- 12:00 noon (October 13, 2023)

Function Room Requirements:
<ul style="list-style-type: none"> • Can accommodate 400 pax, following the IATF Guidelines and flexible for group workshop
Use of Function Room <ul style="list-style-type: none"> • October 10-13,2023 - 8:00AM- 5:00PM • 10% parking Space • Well-lighted and ventilated
Availability of Audio-Visual Equipment <ul style="list-style-type: none"> ▣ use of the plenary ▣ Audiovisual equipment: 1 podium, 2 microphones, Basic PA System ▣ LCD Projector with wide screen ▣ Set up requirement: Registration table and Podium
<ul style="list-style-type: none"> • Wi-Fi Connection for all • Pads, pencils, and mints • No pillars in the middle of function room • Good soundproofing of hall, there will be no or very minimal noise coming from the adjacent hall

Meals Requirements		
	October 10-13, 2023	
	400 pax	
Breakfast		
Am Snack	✓	
Lunch	✓	
Pm Snack	✓	





Dinner	✓
Buffet Lunch Day 1 to 4 (October 10-13, 2023): Main dish (Choice of, Pork, chicken, beef fish, and Vegetables) Dessert (Choice of fruits and pastries)	
AM Snack Day 1 to 4 (October 10-13, 2023) (choice of sandwich and heavy breakfast) PM Snack Day 1 to 4 (October 10-13, 2023) (choice of, pastries, pasta and sandwich)	
Packed Dinner (October 10-12, 2023): Main dish (Choice of, Pork, chicken, beef fish, and Vegetables) Dessert (Choice of fruits and pastries)	
<ul style="list-style-type: none"> • Freshly Brewed Coffee, Decaffeinated Coffee, Herbal and Leaf Teas, Full cream and Skimmed Milk 	
<ul style="list-style-type: none"> • Pads, pencils, and mints 	
<ul style="list-style-type: none"> • Free-flowing coffee, hot tea, hot Choco and local purified water 	

IV. Delivery and Payment Term

The delivery of the services shall be on the same date as the arrangement, and payment shall be made after services are served.


HORACIO B. APUYAN JR. MMHOA
 HEAD, OSCA