

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. 100-23-07-1706 for the Lease of Venue for the Conduct of 4th City Development Council (CDC) Meeting 2023 - City Planning and Development Office on December 01, 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 06 October 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 **Three Hundred Twenty-Six Thousand Two Hundred Fifty Pesos (Php 326,250.00)**;

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 01 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 **Three Hundred Twenty-Six Thousand Two Hundred Fifty Pesos (Php 326,250.00)**.

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 11 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:

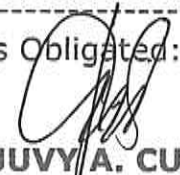
(Printed Name and Signature)

(Printed Name and Signature)

Funds Appropriated:


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


Funds Obligated:


MS. JUVY A. CUENCO
City Accountant
100-2023-08-0061-1041

Funds Available:


MS. MARITA A. CALAJE
City Treasurer

Recommending Approval:


PRISCELLA B. MEJILLANO
City Gov't Dept. Head II (CPDO)

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of MEZON) S.S.

BEFORE ME, a Notary Public for and in the City of MEZON, on this day of OCT 11 2023, 2023, personally appeared:

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

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Page No. 11
Book No. XXXVII
Series of 2023

ATTY. ELISEO S. DELMA, JR.
Notary Public for Q.C. / Until Dec. 31, 2024
Roll No. 50183
PTR No. 40071223/Jan. 03, 2023/Q.C.
IBP No. 257225, Jan. 01, 2023
MCLE Comp. No. VII-0006924(09/21/2021-04/14/2025)
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 OCT 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.

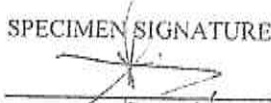


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Page No. 41
Book No. V
Series of 2023

TOSCA LEIRA B. 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
Unit 5E2 8101 Pearl Plaza Building,
Pearl Drive, Ortigas Centre, Pasig City

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. Escrivá 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 SEP 27 2023 at QUEZON CITY


MICHAEL T. NG
Corporate Secretary

SUBSCRIBED AND SWORN to me this SEP 27 2023 at QUEZON CITY affiant exhibited to me his Passport I.D. P7686830B to expire on December 31, 2031.

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Series of 2023.

SEP 27 2023
ATTY. ELISEO S. RAMA, JR.
Notary Public for C.C. Unit Dec. 31, 2024
Reg. No. 00183
PTR No. 10972000-03, 2023/Q.C.
IBP No. 2023-01, 2023
MCLE Comp. No. NR21/2021-04/14/2023
Adm. Matter No. NR-002/2022-2023
20 Kamagong St., Sampansal Vill. East Fairview Q.C.
TEL: 186-541-197-000



PASIG

PROCUREMENT MANAGEMENT OFFICE

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION


Date	03 October 2023
Project Title	Lease of Venue for the Conduct of 4 th City Development Council (CDC) Meeting 2023 – City Planning and Development Office
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
RFQ No.	100-23-07-1706
Approved Budget for the Contract	Three Hundred Fifty Thousand Pesos (Php 350,000.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than <u>06 October 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 RFQ No.; and 2. Name, address and contact details (telephone/cellphone number and email address) of the bidder.
Date, Time and Place of the Negotiation	06 October 2023, 2:00 PM, 7 th Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall be on December 1, 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"
Lease of Venue for the Conduct of 4th City Development Council (CDC) Meeting 2023 – City Planning and Development Office under RFQ No. 100-23-07-1706	
TECHNICAL SPECIFICATIONS/SCOPE OF WORK	
I. Activity Date: December 1, 2023 II. Number of Pax: 175 III. Number of Day/s: 1 IV. Desired Venue and/or Function: Within Pasig City V. To support solid waste management in the city, foods which are wrapped in non-biodegradable materials are highly discouraged	Comply
Function Room Requirements <ul style="list-style-type: none"> o BIG FUNCTION ROOM: December 01, 2023 (11:00 am to 4:00 pm) o Fully airconditioned and well-lighted o Round table set-up, flexible enough to accommodate at least 180 pax following the IATF Guidelines and flexible for group activities/workshops o Availability of audio-visual equipment with stand-by assistant o LCD projector and big LED Screen/Wall (Full HD with estimated size of not less than 7m X 4m) o Complete set of sound system with technical assistant during the entire activity o Extensions cords that are available/accessible to all the participants o At least five (5) microphones with two (2) microphones stand, if wireless, with charging/battery provision o Podium/lectern o Unlimited free access to internet / WI-FI in all areas of venue o Complete chairs and table set-up with covers and simple centerpiece o Three (3) tables for the Secretariat (Registration Area and Activity Secretariat) and two (2) tables inside the function room for facilitators o Presidential table (good for 10 pax) below the platform/stage o Strict Requirement: No pillars within the function hall o Good soundproofing of hall, there will be no/very minimal noise coming from the adjacent events hall 	Comply
Meals Requirements Lunch – Buffet PM Snack – Plated <ul style="list-style-type: none"> o For Lunch: 3 main dishes (fish; choice of meat: chicken, pork or beef; and vegetables), soup, rice, dessert, bottomless drinks (choice of iced tea or mango juice) o PM Snacks: native food, with bottomless drinks (choice of iced tea or mango juice) o Free flowing brewed coffee and tea o Water dispenser or clean distilled service water in the function room during official use; bottled water not acceptable o Food attendants o Candies, paper and pencil 	Comply
Other Requirement/s: <ul style="list-style-type: none"> o Maintaining cleanliness-function hall, restrooms, hallway, coffee/tea area, and dining area o Free alcohol and paper towels o Provision of backdrop for the activity o Within appropriate free parking area for the participants and facilitators o With 24-hour security 	Comply



Function Room Requirements:

- Presidential table (good for 10 pax) below the platform/stage
- Strict Requirement: No pillars within the function hall
- Good soundproofing of hall, there will be no/very minimal noise coming from the adjacent events hall

Meals Requirements

Lunch - Buffet

PM Snack - Plated

- For lunch: 3 main dishes (fish; choice of meat: chicken, pork or beef; and vegetables), soup, rice, dessert, bottomless drinks (choice of iced tea or mango juice)
- PM Snacks: native food, with bottomless drinks (choice of iced tea or mango juice)
- Free flowing brewed coffee and tea
- Water dispenser or clean distilled service water in the function room during official use; bottled water not acceptable
- Food attendants
- Candies, paper and pencil

Other Requirement/s:

- Maintaining cleanliness-function hall, restrooms, hallway, coffee/tea area, and dining area
- Free alcohol and paper towels
- Provision of backdrop for the activity
- With appropriate free parking area for the participants and facilitators
- With 24-hour security

Prepared by:


ELVIRA M. SONGCO
Administrative Aide IV

Reviewed/Approved By:


ENP. PRISCILLA B. MEJILLANO, MGM
CGDH II - City Planning and Development Coordinator