

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 Pasig 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.

W I T N E S S E T H :

WHEREAS, the **LESSEE** has a lease requirement for venue under Purchase Request No. 100-23-07-1883 for the Lease of Venue for the Basic Customer Relationship Management Workshop 2023 from November 21 to 22, 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, after negotiation and deliberation, the BAC 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 – Astoria Plaza;

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 **Five Hundred Two Thousand One Hundred Pesos (Php 502,100.00)**;

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 / Terms of Reference attached to this Contract as Annex "B".

ARTICLE II LEASE PERIOD

The Contract of Lease shall be for the period of 21 to 22 November 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 **Five Hundred Two Thousand One Hundred Pesos (Php 502,100.00)**.

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 25 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 Officer


MS. JUVY A. CUENCO
City Accountant
100-2023-08-0729-1032

Funds Available:

Recommending Approval:


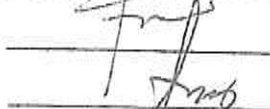


MS. MARITA A. CALAJE
City Treasurer


MA. ROWENA R. DIMANLIG
Supervising Administrative Officer

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 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.

Doc. No. 1177
Page No. 011
Book No. 112911
Series of 2023.

SEP 27 2023
ATTY. ELISEO S. CALMA, JR.
Notary Public for C.C. until Dec. 31, 2024
Reg. No. 30183
PTR No. 10920000-03, 2023/Q.C.
BP No. 20000-01, 2023
MCLE Comp. No. 111000240921/2021-04/14/2025
Adm. Matter No. NP409212022-2023
20 Kamagong St., Sampansan Vill. East Fairview Q.C.
TIN: 138-541-197-000



PASIG

Annex "B"

PROCUREMENT MANAGEMENT OFFICE

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	13 October 2023
Project Title	Lease of Venue for the Basic Customer Relationship Management Workshop 2023 – City Administrator's Office
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
RFQ No.	100-23-07-1883
Approved Budget for the Contract	Eight Hundred Fourteen Thousand Pesos (Php 814,000.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than 16 October 2023, 1:45 PM at the Bids and Awards Committee (BAC) through the Procurement Management Office (BAC Secretariat Office), 4 th Floor, 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 (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	16 October 2023, 2:00 PM, 7 th Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall be from November 21, 2023 to November 22, 2023
NOTES	<ol style="list-style-type: none">1. Lessor shall submit their offer/quotation through their duly authorized representatives2. 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 Basic Customer Relationship Management Workshop 2023 – City Administrator's Office under PR No. 100-23-07-1883	
TECHNICAL SPECIFICATIONS/SCOPE OF WORK	
Venue and Hotel Accommodation w/ Package Meal for 10 pax Inclusion: Board and lodging - 1 Bedroom suite (Twin) - 2 Bedroom suite (Quadruple) - Buffet Breakfast - Buffet Dinner - Room Accommodation Check in: 21 November 2023 / 2:00 PM Check out: 22 November 2023 / 12:00 NN	Comply
Food Requirement for 140 Pax DAY 1 – November 21, 2023 Time: 8:00 a.m.- 5:00 p.m. MEALS REQUIREMENTS: AM Snacks- Heavy snacks Lunch - 3 main dishes (fish; choice of meat: pork or beef; and vegetables), soup, rice, desserts, drinks PM Snacks: Heavy snacks w/ free flowing coffee and/or tea	Comply
Food Requirement for 140 Pax DAY 2 – November 22, 2023 Time: 8:00 a.m.- 5:00 p.m. MEALS REQUIREMENTS: AM Snacks- Heavy snacks Lunch - 3 main dishes (fish; choice of meat: pork or beef; and vegetables), soup, rice, desserts, drinks PM Snacks: Heavy snacks w/ free flowing coffee and/or tea	Comply
VENUE SPECIFICATIONS: Can accommodate 140 pax, flexible for group activities/workshops Well-lit and well-ventilated Availability of audio visual equipment with stand-by assistant: - Use of LCD projector with screen - Use of whiteboard with whiteboard pen & eraser - Complete set of sound system - At least two (2) extension cords - At least two (2) wireless microphones with one (1) microphone stand, and	Comply

- Lectern Unlimited free access to internet/WIFI in all areas of venue Use of venue for at least 9 hours Function room set-up: Classroom type Mints, paper and pencil	Comply
OTHER REQUIREMENTS: 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-hours security, front desk and housekeeping services Dates can be re-booked in case of emergency/unforeseen circumstances Compliant to Equal Employment Opportunity Policy (EEO) -Easy access of comfort room -With ramp -First Aid Kits available when needed With passing rating at least 90% in Market Analysis	Comply
FINANCIAL PROPOSAL	
Name of Project	Grand Total Cost for the Lease of Venue
Lease of Venue for the Basic Customer Relationship Management Workshop 2023 - City Administrator's Office	<p style="text-align: center;"> Php <u>502,100.00</u> (Amount in Figures) <u>five hundred two thousand, one hundred pesos only</u> _____ _____ (Amount in words of Grand Total Cost) </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))

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)