

## 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 & BROKERAGE INC.**, 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 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. 100-23-10-2094 for the **Lease of Venue for the Conduct of Women and Solo Parent Capability Training: Refresher Course on Selected Social Welfare Laws, Case Management and Other Related Training for Pasig City Social Service & Welfare Department** from December 27 to 29, 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 two (2) potential lessors responded;

**WHEREAS**, on 24 November 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 & BROKERAGE INC.**;

**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 **Four Hundred Sixteen Thousand Pesos (Php 416,000.00)**;

**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 27 to 29 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 & BROKERAGE INC.**, 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 **Four Hundred Sixteen Thousand Pesos (Php 416,000.00)**.

### **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.

04 DEC 2023

IN WITNESS WHEREOF, the parties hereto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2023 at Pasig City.

**CITY OF PASIG**

**MILLENNIUM PROPERTIES & BROKERAGE INC.**

By:

By:

**VICTOR MA REGIS N. SOTTO**  
City Mayor

**CHRISTIAN JOSEPH 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 - 2623 - 11 - 0430 - 7611

Funds Available:

Recommending Approval:

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

**MA. TERESA O. BRIONES**  
City Gov't. Dept. Head II-  
PCSSWD

**MARIA SOCORRO PAJE JALMASCO**  
SWO IV - License No. 0013868  
OFFICE on SOCIAL WELFARE & DEVELOPMENT  
City Government of Pasig

**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 \_\_\_\_\_, 2023, personally appeared:

**DEC 04 2023**

Name	Government ID	Issue and Expiry Date
<b>CHRISTIAN JOSEPH BERNARDO</b>	<b>DRIVER'S LICENSE D16-99-213546</b>	<b>9/19/2033</b>

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. 1017  
Page No. 10  
Book No. 15541  
Series of 2023

**ATTY. ELISEO BALMA, JR.**  
Notary Public for C.C. Until Dec. 31, 2024  
Roll No. 50153  
PTR No. 40027211/Jan. 03, 2023/Q.C.  
IBP No. 257225, Jan. 01, 2023  
MCLE Comp. No. VII-0006924(09/21/2021-04/14/2023)  
Adm. Matter No. NP-062(2022-2023)  
20 Kamagong St., Sapamman Vill. East Marikina C.C.  
TEL: 138-544-197-000

**ACKNOWLEDGMENT**

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of DEC 13 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. 42  
Page No. 10  
Book No. XVI  
Series of 2023

**ATTY. CECILIO 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





# PASIG

PROCUREMENT MANAGEMENT OFFICE

Annex "B"

## REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	22 November 2023
Project Title	Lease of Venue for the Conduct of Women and Solo Parent Capability Training: Refresher Course on Selected Social Welfare Laws, Case Management and Other Related Training – Pasig City Social Service & Welfare Department
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
Request for Quotation (RFQ) No.	100-23-10-2094
Approved Budget for the Contract	Four Hundred Nineteen Thousand Pesos (Php 419,000.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than <u>24 November 2023, 1:45 PM</u> at the Bids and Awards Committee (BAC) through the <u>Procurement Management Office (BAC Secretariat Office), 4<sup>th</sup> Floor, Pasig City Hall, San Nicolas, Pasig City.</u>  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	24 November 2023, 2:00 PM, 7 <sup>th</sup> Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall commence from <u>December 27, 2023 to December 29, 2023</u>
NOTES	<ol style="list-style-type: none"> <li>Lessor shall submit their offer/quotation through their duly authorized representatives</li> <li>Quotations submitted exceeding the Approved Budget for the Contract (ABC) shall be rejected.</li> <li>The prices quoted are to be paid in Philippine Currency.</li> <li>All prices quoted are subject to all Philippine Tax Statutes.</li> <li>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>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>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 Conduct of Women and Solo Parent Capability Training: Refresher Course on Selected Social Welfare Laws, Case Management and Other Related Training – Pasig City Social Service &amp; Welfare Department under PR No. 100-23-10-2094</b>																									
<b>TECHNICAL SPECIFICATIONS/SCOPE OF WORK</b>																									
<b>I. Desired Venue/Function Hall/ Room Requirements</b> <ul style="list-style-type: none"> <li>o Can accommodate at least 40 pax, flexible for group activities/workshops:</li> <li>o Arrival/Check- out to Function Hall/Room <ul style="list-style-type: none"> <li>o (December 27, 2023) 8:00 am- 5:00 pm</li> <li>o (December 28, 2023) 8:00 am- 5:00 pm</li> <li>o (December 29, 2023) 8:00 am- 5:00 pm</li> </ul> </li> <li>o Well-lighted and well-ventilated</li> <li>o Availability of audio-visual equipment with a stand-by assistant: <ul style="list-style-type: none"> <li>o Use of LCD projector with screen</li> <li>o Use of a whiteboard with a whiteboard marker &amp; eraser</li> <li>o Complete set of sound system</li> <li>o At least four (4) extension cords</li> <li>o At least two (2) wireless microphones with one (1) microphone stand</li> </ul> </li> <li>o Unlimited free access to the Internet/ Wi-Fi in all areas of the venue</li> <li>o One (1) table for the Secretariat (registration Area)</li> <li>o Mints, paper, and pencil</li> </ul>	<b>Comply</b>																								
<b>II. Accommodation</b> <ul style="list-style-type: none"> <li>o Number of Days: Three (3) days and Two (2) nights <ul style="list-style-type: none"> <li>o Check in: 2:00 pm (December 27, 2023)</li> <li>o Check- out: 2:00 pm (December 29, 2023)</li> </ul> </li> <li>o Type of accommodation: Board and Lodging (Full Board) for 40 pax</li> <li>o Sanitized bedding, rooms, and restrooms</li> <li>o Wireless Internet connection (Wi-Fi)</li> <li>o Daily replenishment of bathroom amenities</li> <li>o Daily housekeeping service</li> </ul>	<b>Comply</b>																								
<b>Meals Requirements</b> <table border="1" data-bbox="315 1553 1135 1991" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 20%;">MEALS</th> <th style="width: 25%;">Day 1 December 27, 2023</th> <th style="width: 25%;">Day 2 December 28, 2023</th> <th style="width: 25%;">Day 3 December 29, 2023</th> </tr> </thead> <tbody> <tr> <td>Buffet Breakfast</td> <td></td> <td>S✓</td> <td>✓</td> </tr> <tr> <td>AM Snacks</td> <td>✓</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>Buffet Lunch</td> <td>✓</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>PM Snacks</td> <td>✓</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>Buffet Dinner</td> <td>✓</td> <td>✓</td> <td></td> </tr> </tbody> </table> <ul style="list-style-type: none"> <li>o Breakfast- buffet breakfast and choice of hot coffee or hot chocolate</li> <li>o AM &amp; PM Snacks- sandwich, kakanin or pasta with drinks</li> </ul>	MEALS	Day 1 December 27, 2023	Day 2 December 28, 2023	Day 3 December 29, 2023	Buffet Breakfast		S✓	✓	AM Snacks	✓	✓	✓	Buffet Lunch	✓	✓	✓	PM Snacks	✓	✓	✓	Buffet Dinner	✓	✓		<b>Comply</b>
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Buffet Breakfast		S✓	✓																						
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PM Snacks	✓	✓	✓																						
Buffet Dinner	✓	✓																							




**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**

**Technical Specifications**

<b>Activity Title</b>	<b>Women and Solo Parent Capability Training: Refresher Course on Selected Social Welfare Laws, Case Management and Other Related Training</b>	
<b>Date of Activity</b>	<b>Estimated number of pax</b>	<b>Number of days</b>
December 27 – 28 & 29, 2023	40 pax Food (AM & PM Snacks, Buffet Lunch & Dinner)	3 days & 2 nights
	9 Quadruple Sharing room & 2 Twin sharing room	

**I. DESIRED VENUE/FUNCTION HALL/ROOM REQUIREMENTS:**

- o Can accommodate at least 40 pax, flexible for group activities/workshops:
- o Arrival/Check-out to Function Hall/Room
  - o (December 27, 2023) 8:00 am - 5:00 pm
  - o (December 28 2023) 8:00 am - 5:00 pm
  - o (December 29, 2023) 8:00 am - 5:00 pm
- o Well-lighted and well-ventilated
- o Availability of audio-visual equipment with a stand-by assistant
  - o Use of LCD projector with screen
  - o Use of a whiteboard with a whiteboard marker & eraser
  - o Complete set of sound system
  - o At least four (4) extension cords
  - o At least two (2) wireless microphones with one (1) microphone stand
- o Unlimited free access to the internet / Wi-Fi in all areas of the venue
- o One (1) table for the Secretariat (Registration Area)
- o Mints, paper, and pencil

**ii. ACCOMMODATION**

- o Number of Days: Three (3) days and Two (2) Night
  - o Check-out in : 2:00 pm (December 27, 2023)
  - o Check-out Time: 2:00 pm (December 29, 2023)
- o Type of accommodation : Board and Lodging (Full Board) for 40pax
- o Sanitized Bedding, Rooms, and Restrooms
- o Wireless internet connection (Wi-Fi)
- o Daily replenishment of bathroom amenities
- o Daily housekeeping service



**III. MEAL REQUIREMENTS**

MEALS	DAY 1 December 27, 2023	DAY 2 December 28, 2023	DAY 3 December 29, 2023
Buffer Breakfast		✓	✓
AM Snacks	✓	✓	✓
Buffet Lunch	✓	✓	✓
PM Snacks	✓	✓	✓ -\
Buffer Dinner	✓	✓	

- Breakfast – buffet breakfast and choice of hot coffee or hot chocolate
- AM & PM Snacks – sandwich, kakanin or pasta with drinks
- Lunch & Dinner – 3 main dishes (fish; choice of meat: chicken, pork, or beef), vegetables, soup, dessert, rice, and cold drinks
- Free-flowing coffee and/or tea

**OTHER REQUIREMENTS**

- With appropriate parking area - 3 slots
- With 24-hour security, front desk, and housekeeping services
- Dates can be rebooked in case of emergency/unforeseen circumstances
- Compliant with Equal Employment Opportunity Policy (EEOP)
  - Easy access to the comfort room
- With a passing rating of at least 85% in table of rating

Prepared by:

*Jeselle T. Tomadto*  
JESCELLE T. TOMADTO  
Admin Aide III

Noted by:

*Ma. Teresa O. Briones*  
MA. TERESA O. BRIONES, RSW, MSSW  
City Gov't. Dept. Head II