## **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 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 Request for Quotation No. 100-24-01-027 for the Lease of Venue for the Conduct of Gender Analysis Training/Workshop- PASIG CITY GENERAL HOSPITAL from February 22 to 23, 2024;

**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 12 January 2024, 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

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## **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 Thirty-One Thousand Six Hundred Pesos (Php 431, 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 22 to 23 February 2024.

## 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 Thirty One Thousand Six Hundred Pesos (Php 431, 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

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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 er	
IN WITNESS WHEREOF, the parties here day of, 2024 at Pasig Circ	eto set their hands this $\frac{19}{100}$ JAN $\frac{202}{100}$
CITY OF PASIG	MILLENNIUM PROPERTIES & BROKERAGE INC.
By:	Ву:
VICTOR MA REGIS N. SOTTO	CHRISTIAN BERNARDO Authorized Representative
WITNES	5 S E S:
(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 9-7  106 - 2029 - 01 - 0022 - 4421
MS. MARITA A. CALAJE City Treasurer	PAULO A. CASTRO JR., MD, PHD City Gov't. Dept. Head II (Medical Director)

#### ACKNOWLEDGMENT

REPUBL	IC OF THE PHILIPPINE	S)	
City of	QUEZON CITY	)	S.S.

BEFORE ME, a Notary Public for and in the City of ON CON., on this day of , 2024, personally appeared:

Name	Government ID	Issue and Expiry Date
CHRISTIAN BERNARDO	DRIVER'S LICENSE blb 99-21396	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.

Uno Doc. No. Page No.\_\_ Book No.

Series of 2024

MOALMAJR. ATTY, ELIS Notary Public Jnfil Dec. 31, 2024

807-Jen 03 2024/Q.C. PTR No 55 IBP No 364002(2023-2024) MCLE Comp. No. VII-0006924(09/21/2021-04/14/2025) Adm. Matter No 074(2024-2025) Sapamanai Vill. East Fairview Quezon City TIN: 138-541-197-000

## ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of 17 2024, 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 pate and place first

above written.

Doc. No.

Page No.

Book No.

Series of 2024

ATTY. GERA P. RUBIO

Notary Public-Pasis City fan Juan and Pateros Until Decem r 31, 2024

ROLLN 84083

IBP NO. 384108 PTR NO. 1504028

APPOINTMENT NO. 276 (2023-2024) MCLE EXEMPTION NO. VIII-BEP002249

Page 5 of SQ CONTRACTING. AMP2024-01-027 JAEN

## 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 September 04, 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

CHERIE ANN N. ORPRECIO

YANICE GAILE B. CALANGIAN

CHRISTIAN JOSEPH M. BERNARDO

SPECIMEN SIGNATURE

RESOLVED FURTHER, that the above mentioned representatives, be authorized and empowered as he or she 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.

TOPEN WHEREOF, I have hereunto set my signature this

at TUEZUN AXAY

MICHAEDT. NGT Corporate Secretar<del>y</del>

SUBSCRIBED AND SWORN to me this at STON Definite exhibited to me his Passport I.D. P7686830B to expire on December 31, 2031.

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Page No. Al
Book No. T

Series of 2021

ATTY, ELISEOS CO MA JR. Notary Public to Retary Public 31, 2024 Roll No. 20183

F (P. Ho. 55449389) Jan. 03, 2024/Q.C. JBP No. 364852(2023-2024)

ACIE Comp. No. VII-0006924(09/21/2021-04/14/2025)

Adm. Matter No. 074(2024-2025) Sapamanai Vill. East Fairview Quezon City TiN: 138-541-197-000



Annex "B"

## REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

09 January 2024
Lease of Venue for the Conduct of Gender Analysis Training/Workshop – Pasig City General Hospital
Negotiated Procurement (Lease of Real Property or Venue)
100-24-01-027
Five Hundred Sixty Thousand Pesos (Php 560,000.00)
Please submit the accomplished Quotation and required documents not later than 12 January 2024, 10:15 AM at the Bids and Awards Committee (BAC) through the Procurement Management Office (BAC Secretariat Office), 4th 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.
12 January 2024, 10:30 AM, 7 <sup>th</sup> Floor, Meeting Room, Pasig City Hall
The lease contract shall commence from 22 February 2024 to 23 February 2024.
<ol> <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 fallure 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

Thank you.

ATTY. BEA THERESE P. VILLANUEVAL

Officer in Charge, Procurement Management Office

IKA-45

TRON

## Offered Technical Proposal Description of Service Requirement Please fill in with either: "Comply" or "Not Comply" Lease of Venue for the Conduct of Gender Analysis Training/Workshop - Pasig City General Hospital under PR No. 100-24-01-027 TECHNICAL SPECIFICATIONS/SCOPE OF WORK ٤. Number of Days: 2 days Desired Venue and/or Function: Pasig Area 111. Type of Accommodation: Comply o Arrival 8:00 am (February 22, 2024) o Check-out time 5:00 pm (February 23, 2024) • Can accommodate 70 pax, flexible for group activities/workshops Well-lighted 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 Comply At least two (2) extension cords o At least two (2) wireless microphones with one (1) microphone Unlimited free access to Internet/Wi-Fi in all areas of venue Use of venue for at least 10 hours Function room set-up: Classroom Type Type of rooms: - 17 units 2-Bedroom Suite- 4 pax per unit - 1 unit 1-Bedroom Suite- 2 pax per unit Two (2) tables for the Secretariat (Registration Area) Meals Requirements First Meal: February 22, 2024 - AM Snacks Last Meal: February 23, 2024 - PM Snacks Comply MEALS Day 1 Day 2 Breakfast for 70 pax AM Snacks for 70 pax Lunch for 70 pax **√** PM Snacks for 70 pax ./ Dinner for 70 pax • For breakfast: 1 main dish (fish; choice of meat: chicken, pork or beef), garlic rice, fried egg, dessert, drinks For lunch and dinner, 3 main dishes (fish; choice of meat: chicken, pork or beef; and vegetables), soup, rice, dessert, drinks AM and PM Snacks: sandwich or pasta; with drinks Free flowing coffee and/or tea Other Requirements:

Maintaining cleanliness-function hall, restrooms, sleeping quarters,

hallway, coffee/tea area and dining area

Comply

Pasig	City General Hospital under PR No. 100-24-01-027	four hundred thirty-one thousan		
Lease of Venue for the Conduct of Gender Analysis Training/Workshop —		PhP_PhP 431	igures)	
	Name of Project	Grand Total Cost for th	e Lease of Venue	
		FINANCIAL PROPOSAL		
>	First Aid kits available when needed	1		
,	With ramp			
•	Must be Persons with Disability (PV Easy access of comfort room	VDs)- friendly:		
buildin	<u> </u>			
•	<ul> <li>With 24-hour security, front-desk and housekeeping services</li> <li>Dates can be re-booked in case of energy/unforeseen circumstances.</li> <li>Function room and Accommodation rooms should be on the same</li> </ul>			
•			Comply	
•	With 34 hour courts, front dock			
•	Provision for backdrop for the activ	•		

#### Additional Requirements:

Together with your proposal/quotation, kindly submit the following documents:

- 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 (Form can be downloaded thru https://www.gppb.gov.ph/downloadable-forms/#tab-61412)
- 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 Berhardo	ales Account Manager		
Signature over printed Name	Position		
Duly authorized to sign quotation	on/offer for and on behalf		
ofAstoria Plaza	(Please indicate name of company)		





Annex "B"

#### TERMS OF REFERENCE

Activity Title: Gender Analysis Training/Workshop

DATE OF ACTIVITY	Estimated Number of Pax	Number of Days	Unit Cost	Budget Estimates
February 22-23, 2024	70	2days	8,000.00	560,000.00

IV. Number of Days: 2 days

V. Desired Venue and/or Function: Pasig Area

VI. Type of Accommodation:

o Arrival

8:00 am (February 22,2024)

o Check-out time:

5:00 pm (February 23, 2024)

- Can accommodate 70 pax, flexible for group activities/workshops
- Well-lighted and well-ventilated
- Availability of audio-visual equipment with stand-by-assistant:
  - o Use of LCD projector with screen
  - O Use of whiteboard with whiteboard pen &craser
  - o Complete set of sound system
  - o At least two (2) extension cords
  - o At least two (2) wireless microphones with one (1) microphone stand
- Unlimited free access for to internet/WIFI in all areas of venue
- Use of venue for at least 10 hours
- Function room set-up: Classroom type
- Type of rooms:
  - 17 units 2-Bedroom Suite 4 pax per unit
  - 1 unit 1-Bedroom Suite 2 pax per unit
- Two (2) tables for the Secretariat (Registration Area)





Meals Requirements:

o First Meals: February 22, 2024 - AM Snack

o Last Meal: February 23, 2024 - PM Snack

	Day 1	Day 2
MEALS	•	
Breakfast for 70pax		1
AM Snacks for 70pax	<b>√</b>	√
Lunch for 70pax	7	1
PM Snacks for 70pax	<b>V</b>	1
Dinner for 70pax	V	

- For breakfast: 1 main dish (fish; choice of meat: chicken, pork or beef), garlic rice, fried egg, dessert, drinks
- For lunch and dinner: 3 main dishes (fish; choice of meat: chicken, pork or beef; and vegetables), soup, rice, dessert, drinks
- AM and PM Snacks: sandwich or pasta; with drinks
- Free flowing coffee and/or tea

Other Requirement's:

- Maintaining cleanliness-function hall, restrooms, sleeping quarters, 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 energy/unforeseen circumstances.
- Function room and Accommodation rooms should be on the same building
- Must be Persons with Disability (PWDs) friendly:
  - > Easy access of comfort room
  - ➤ With ramp
  - > First Aid kits available when needed

Maria Levee Genalin C. Lim, RN, MAN Supervising Administrative Officer

Noted by:

Paulo Roman A. Castro Jr., MD, PhD

Medical Director