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 REQUEST FOR QUOTATION NO. 100-24-01-067 for the LEASE OF VENUE FOR SEMINAR WORKSHOP ON GAD PLAN AND BUDGET BARANGAYS OF PASIG CITY - GENDER AND DEVELOPMENT from 21-23 February 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 one (1) potential lessor responded;

WHEREAS, on 14 February 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 Astoria Plaza under 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 ONE MILLION ONE HUNDRED SEVEN THOUSAND SEVEN HUNDRED SEVENTY-FOUR PESOS (PHP 1,107,774.00);

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 21-23 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 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 **ONE MILLION ONE HUNDRED SEVEN THOUSAND SEVEN HUNDRED SEVENTY-FOUR PESOS (PHP 1,107,774.00)**.

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 DAMAGES FOR DELAY

The **LESSOR** shall complete the implementation of the Services within the time prescribed in Article II hereof. Should the **LESSOR** incur delay in its performance, the **LESSOR** shall pay a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the unperformed portion for each day of delay, including Sundays and Holidays, beyond the specific period. The maximum deduction shall be ten percent (10%) of the amount of the Contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the Contract, **THE CITY OF PASIG** shall have the option to rescind or terminate the Contract, without prejudice to other courses of action and remedies open to it.

ARTICLE VI 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 VII 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 Page 3 of 5 | CONTRACT NO. AMP2024-01-067 | JSC./

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 have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines.

CITY OF PASIG

MILLENNIUM PROPERTIES AND BROKERAGE INCORPORATED.

Bv:

By:

VICTOR MA REGIS N. SOTTO City Mayor CHRISTIAN JOSEPH M. BERNARDO
Authorized Representative

WITNESSES:

(Printed Name and Signature)

(Printed Name and Signature)

Recommending Approval:

Funds Obligated:

JOSE REY Q. ESPINA

Officer in Charge, GAD

MS. JUVY A. CUENCO

City Accountants 4

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) City pasig CITY

BEFORE ME 2024 Notary Public for and in the City MASIG CITY, on this day of 19 FEB 2024, 2024, personally appeared:

Name	Government ID	Issue and Expiry Date
CHRISTIAN JOSEPH M. BERNARDO	DRIVER'S LICENSE DIG 79-42546	9/19/2003

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. Page No.

Book No.

ATTY. HEIL ALAIGIT ALBOPERA

NOTARY UBLIC

Until December 31, 2025

Pasig City and in the Municipality of Pateros, Metro Manila

PTR No. 1357680 / Pasig City/01 -02-2024

IBP No. 325487; 12/06 /2023 (MD for 2024)

Admitted to the Philippine Res on 04/12/2022

Admitted to the Philippine Bar on 04/12/2022 Roll of Attorney No. 76228 TIN No. 242 -007-260-000

G/F Pasig City Hall, Brgy. San Nicolas, Pasig City Appointment No. 58 (2024-2025) Cellphone No. 0977 -634-4229

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of results in the second state of the second state of the second sec 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. Page No.

Book No.

Series of 2024

Y. GEFALD P. RUBIO ic Pasignal, San Juan and Pateros

ublic easign (1), San Juan and Until Decimber 31, 2924 ROLL IIO, 84083 IEF VD. 384108 Netary Public Pasig

PTR NO. 1504028 APPOINTMENT NO. 278 (2023-2024) MOLE EXEMPTION NO. VIII-BEP002249

TIN NO. 238-919-765

SECRETARY'S CERTIFICATE

I, Michael T. Ng, Corporate Secretary of MILLENNIUM PROPERTIES & BROKERAGE, INC. doing business under the name and style of ASTORIA PLAZA, hereby certify:

- That I am the duly elected, qualified and incumbent Corporate Secretary of MILLENNIUM PROPERTIES & BROKERAGE, INC. doing business under the name and style of ASTORIA PLAZA (the "Corporation"), a corporation duly organized and existing under and by virtue the laws of the Republic of the Philippines, with office and place of business at 15 J. Escriva Drive, Ortigas Center, Brgy. San Antonio, Pasig City
- That in a special meeting of the Board of Directors of the Corporation, which was held last January
 2024 at 15 J. Escriva Drive, Ortigas Center, Brgy. San Antonio, Pasig City during which a quorum was present and acting throughout the following resolutions were unanimously approved to wit:

"RESOLVED, that the Corporation hereby appoints and designates any (1) one of the following officers or staff with names below:

POSITION/TITLE SALES ACCOUNT MANAGER FINANCE MANAGER	SPECIMEN SIGNATURE
FINANCE MANAGER	1. / 1
THE WATER	4
ACCOUNTING ASSISTANT	75
ACCOUNTING ASSISTANT	() Roi
SR SALES ACCOUNT MANAGER	
SALES ACCOUNT MANAGER	- V Trus
SALES ACCOUNT MANAGER	1
ver any and all applications, contrapper in connection to transactions v	acts, documents, forms and other with City Government of Pasig.
ereby ratifies and confirms any and ly do or cause to be done pursuant	all acts and things which the above- to the authority herein granted;
egoing resolutions shall remain var rement of Pasig."	alid and effective unless otherwise
eunto affixed my signature and se prines	eal this day of
CC	MICHAEL T. NG ORPORATE SECRETARY
WAN 2 4 200	
o one this day of	affiant exhibiting to me
rom Sept. 24, 2021 until Sept. 23, 2	2031 issued at DFA Manila.
ATTY, NE	IF THE SHAWALL STORES
	NNotal Public
Cries of Pasis	de with the set of the set of the set of the set of
PTR NO. 0	g, San Juan and in the Mun C (3 s.) Pateros, Metro Marela 162151 / Paeig City / 01/03
PTR NO. 0 FE No. 21982 Author of G	Pateros, Meiro Marela 162151 / Posig Chy / 01/18 18, 05/ 12/2023 (MD for 20/3) 19, 20/ linguis Bar on 04/12/45 11-0/ Ausmey 190, 78228
	ACCOUNTING ASSISTANT SR SALES ACCOUNT MANAGER SALES ACCOUNT MANAGER Yer any and all applications, contribution to transactions wereby ratifies and confirms any and by do or cause to be done pursuant egoing resolutions shall remain value and of Pasig." eunto affixed my signature and septines Country 2 4 200 reme, this day of



PROCUREMENT WANAGEMENT OFFICE

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	12 February 2024
Project Title	Lease of Venue for Seminar Workshop on GAD Plan and Budget – Barangays of Pasig
	City - Gender and Development
IVlade of	Negotiated Procurement (Lease of Real Property or Venue)
Procurement	regulated Flocus essent (Leade of Neuri Topolity of Vertac)
Request for	100-24-01-067
Quotation (RFQ) No.	100-24-01-007
	One Million One Hundred Seven Thousand Seven Hundred Seventy Four Pesos (Php
Approved Budget for the Contract	1,107,774.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than 14 February 2024, 1:45 PM 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.
Date, Time and	14 February 2024, 2:00 PM, 7th Floor, Meeting Room, Pasig City Hall
Place of the	LTT CONDUITY GOESTS RESIDENTLY
Negotiation	
TERMS	The lease contract shall commence from 21 February 2024 to 23 February 2024
NOTES	 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.

SGD

ATTY, BEA THERESE P. VILLANUEVAN
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 Seminar Workshop on GAD Plan and Budget – Barangays of Pasig City - Gender and Development PR No. 100-24-01-067

	TECHNICAL SPE	CIFICATIONS/SCOPE OF WOR	K	
Date of Activity	Estimated Number of Pax			
February 21-		Comply		
23, 2024	12	Food and Use of Venue Room and Venue	2	Comply
	1	Accommodation Extra Bed	2	
Number of Da		Extra deu	1 2	
	and/or Function: P	asig Ortigas		Comply
 Arriva 	l : 8:00am (February	21-23.2024)		
		February 21-23,2024)		
Board and Lo	lging			
➢ Room	and Venue Accomn	nodation for 12 pax		Comply
➢ Doubl	e Occupancy for 2 n			
➢ One (L) Extra bed			i produce de la companya de la compa
> Inclus	ive: (Breakfast and I	Dinner and other Amenities)		10 M
Function Roo	n Requirements			
e Can a	commodate un to 1	.80 people and is adaptable fo	r group/worksho	ns
	r lighting and ventila		a group, worksho	P3.
	-	with stand-by assistant:		
	f LCD projector and			Comply
		hiteboard pen & eraser		
	lete Set of sound sy			
	st Two (2) extension			
	st Two (2) wireless i	nd		
	-visual lecterns			
Unlim	ited free access to i			
Use of	f venue for at least :			
Funct	ion room layout; ro			
Two (2) tables for the Sec			

Meals Requ	irements					
Meals:	21 February 20	24 – Am snacks.	Manage Buffe	et-Lunch with 1 ro	ound of iced	
	icks (for 180 pa					
-		n 1 round if iced	tea for 13 pa	x)		
Meals:	22 February 20	124 – manage br	eakfast (for 1	3 pax),		
	nacks, manage	buffet-lunch wit	h 1 round of i	iced tea, pm snac	ks, (for 180	
pax) and						
		1 round of iced t			season City	Comply
)24 – manage br	-	iced tea, and Pm	cnacks (for	
180 pax)	macks, ividitage	buttet-tuttett wi	III T 100110 OI	iced tea, and Fir	Silacks (IOI	
	MEALS	Day 1	Day 2	Day 3		
	Breakfast		√	1		
	AM Snacks	✓	√	1		
	Lunch	1	√	✓	Annual property of the second	
	PM Snacks	1	√	√	P VARACIALLO CONTRACTORIO CONTR	
	Dinner	1	1		Annual control of the	
• Fo	r breakfast, lun	ch and dinner: 3	main dishes (fish; choice of me	eat: chicken,	
ро	ork or beef; and	vegetables), sou	ıp, rice, desse	ert, drinks	Lagranage	
• AN	A and PM snack	s: sandwich or p	asta; with dri	nks	and the state of t	
• Fre	ee flowing coffe	e and/or tea, wi	th nuts and c	andies	and the same of th	
Other Reg	uirements:					
_		linaca fumation b	all rectroom	s, sleeping quart	ore hallway	
	area and dining		ian, restroom	s, steeping quare	ers, nanway,	
		drop for the act	ivity			
With appropriate parking area for at least 10 vehicles						
With 24-hour security, front-desk and housekeeping services					Comply	
Dates can be re-booked in case of emergency/unforeseen circumstances						
				uld be on the sa	me building	
• M		with disability (F	WDs) – frien	diy		
	With ramp	comfort room				
•		ailable when ne	eded			
			FINANCIA	L PROPOSAL		
			1			
	Name of Pro	iect	all produces a country of the sec	Grand Total C	ost for the Le	ase of Venue
	Name of Fig	leer		Grand rotal c		
			de constante de la constante d	PhP	1,107,774.00	net
Lease of	Lease of Venue for Seminar Workshop					
on GAD P	lan and Budget	t – Barangays of		one million, on	nount in Figur	
Pasig City		Development PR	_			
_	No. 100-24-01-067					
	(Amount in words of Grand Total Cost)					d 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
- Latest Business Tax Return refers to the Value Added Tax (VAT) or Percentage Tax returns covering the previous six (6) months.
- Philippine Government Electronic Procurement System (PhilGEPS) Registration Number or PhilGEPS Platinum Certificate of Registration and Membership;
- Accomplished and notarized Omnibus Sworn Statement (Form can be downloaded thru https://www.gppb.gov.ph/downloadable-forms/#tab-61412)
- 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 0

	p by the Bids and Award blic Act No. 9184. We f	Is Committee (BAC), and to the Implementing urther certify that we have read and agree to
We understand that the City Governments of the City Go	ernment of Pasig is not	bound to accept the lowest or any bid it may
Christian Bernardo	Sales Account Mana	ger
Signature over printed Name	Position	
Duly authorized to sign quotation/		
of Astoria Plaza	(P	lease indicate name of company)

TERMS OF REFERENCE

Technical Specifications

Activity	
Title	SEMINAR WORKSHOP ON GAD PLAN AND BUDGET – BARANGAYS OF PASIG CITY

DATE OF ACTIVITY	Estimated Number of Pax	Number of Days	Unit Cost	Budget Estimates
	180	3	5,700.00	1,026,000.00
Feb. 21-23, 2024	12	2	6,398.00	76,776.00
	1	2	2,499.00	4,998.00
			Total	1,107,774.00

IV. Number of Days: 3 days

V. Desired Venue and/or Function: Pasig Ortigas

VI. Type of Accommodation:

o Arrival

8:00 am (February 21-23, 2024)

Check-out time : 5:00 pm (February 21-23, 2024)

- Can accommodate up to 180 people and is adaptable for group activities/workshops.
- Proper lighting and ventilation
- Audio-visual equipment with stand-by assistant:
 - o Use of an LCD projector with a screen
 - O Use of a whiteboard with a whiteboard pen and eraser
 - o Complete sound system set
 - o At least two (2) extension cords
 - o At least two (2) wireless microphones with one (1) microphone stand, and
 - o Audio-visual lecterns
- Unlimited free internet/WIFI access in all areas of the venue
- Use of the venue for at least 10 hours
- · Function room layout: round table type
- Two (2) tables for the Secretariat (Registration Area)

Meals Requirements:

- o Meals: February 21, 2024 Am snacks, Manage Buffet-Lunch with 1 round of iced tea, pm snacks (for 180 pax), and (plated dinner with 1 round of iced tea for 13 pax)
- o Meals: February 22, 2024 Manage Breakfast (for 13 pax), Am snacks, Manage Buffet-Lunch with 1 round of iced tea, pm snacks, (for 180 pax) and (plated dinner with 1 round of iced tea for 13 pax)
- Meals: February 23, 2024 Manage Breakfast (for 13 pax),

Am snacks, Manage Buffet-Lunch with 1 round of iced tea, and pm snacks (for 180 pax)

MEALS	Days 1	Days 2	Days 3
Breakfast		√	V
AM Snacks	٧	٧	٧
Lunch	٧	V	√
PM Snacks	√	٧	V
Dinner	٧	V	

- For Breakfast, 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, with nuts and candies

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 emergency/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

JOSE REY Q. ESPINA

Executive Asst. V/OIC, GAD Office