

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 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 352 Capt. H. Javier St., Oranbo, 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.

W I T N E S S E T H :

WHEREAS, the **LESSEE** has a lease requirement for venue under Request for Quotation No. 100-24-02-291 for the **LEASE OF VENUE FOR THE CONDUCT OF SEMINAR WORKSHOP ON GAD PLAN AND BUDGET (CITY GFPS)-GENDER AND DEVELOPMENT** from 6-8 March 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 three (3) potential lessors responded;

WHEREAS, on 26 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 **MILLENNIUM PROPERTIES AND 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 **FIVE HUNDRED FORTY-NINE THOUSAND SIX HUNDRED PESOS (PHP 549,600.00);**

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 6-8 March 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 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 **FIVE HUNDRED FORTY-NINE THOUSAND SIX HUNDRED PESOS (PHP 549,600.00).**

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 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 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 & BROKERAGE INC.

By:

By:


VICTOR MA REGIS N. SOTTO
City Mayor


CHRISTIAN BERNARDO
Authorized Representative

WITNESSES :


(Printed Name and Signature)

(Printed Name and Signature)

Recommending Approval:

Funds Obligated:


JOSE REY Q. ESPINA
Exec. Assistant V- GAD


MS. JUVY A. CUENCO
City Accountant
100-2024-02-0120-1032

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of PASIG CITY) S.S.

BEFORE ME, a Notary Public for and in the City of PASIG CITY, on this day of MAR 01 2024 2024, personally appeared:

Name	Government ID	Issue and Expiry Date
CHRISTIAN BERNARDO	<i>DRIVER'S LICENSE DL-99-213546</i>	<i>9/19/2023</i>

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. 159
Page No. 33
Book No. 5
Series of 2024

ATTY. GERARD P. RUBIO
 (Notary Public-Pasig City, San Juan and Pateros)
 Until December 31, 2024
 ROLL NO. 84083
 IBP NO. 384108
 PTR NO. 1504028
 APPOINTMENT NO. 276 (2023-2024)
 MOLE EXEMPTION NO. VIII-BEP002249
 TIN NO. 238-919-765

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of MAR 06 2024 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 date and place first above written.

Doc. No. 706
Page No. 62
Book No. 5
Series of 2024




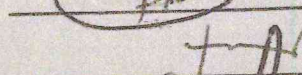


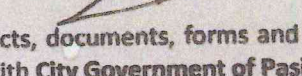
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SECRETARY'S CERTIFICATE

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

1. 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
2. That in a special meeting of the Board of Directors of the Corporation, which was held last January 3, 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:

NAME	POSITION/TITLE	SPECIMEN SIGNATURE
PIA AVIGAIL H. ILAGAN	SALES ACCOUNT MANAGER	
PATRICK JOY V. REAÑO	FINANCE MANAGER	
RELYN F. GARGANERA	ACCOUNTING ASSISTANT	
JOHN MARK DANIEL	ACCOUNTING ASSISTANT	
YANICE GAILE B. CALANGIAN	SR SALES ACCOUNT MANAGER	
CHRISTIAN JOSEPH M. BERNARDO	SALES ACCOUNT MANAGER	
CHERIE ANN N. ORPERCIO	SALES ACCOUNT MANAGER	

to sign, transact, execute and deliver any and all applications, contracts, documents, forms and other writings as may be necessary or proper in connection to transactions with City Government of Pasig.

"RESOLVED, that the Corporation hereby ratifies and confirms any and all acts and things which the above-names representative/s may lawfully do or cause to be done pursuant to the authority herein granted;

"RESOLVED, FINALLY, that the foregoing resolutions shall remain valid and effective unless otherwise notified in writing to the City Government of Pasig."

IN WITNESS WHEREOF, I have hereunto affixed my signature and seal this MAN 2 4 2024 day of _____ 2024 at PASIG CITY, Philippines


MICHAEL T. NG
CORPORATE SECRETARY

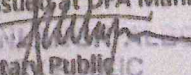
SUBSCRIBED AND SWORN to before me, this day of _____, affiant exhibiting to me his Passport No. P76868308 valid from Sept. 24, 2021 until Sept. 23, 2031 issued at DFA Manila.

Doc. No. 475

Page No. 96

Book No. 11

Series of 2024

MAN 2 4 2024
ATTY. NEIL TAN 
Notary Public
Cities of Pasig, San Juan and in the Municipality of Pateros, Metro Manila
PTR NO. 01621517/Pasig City / 01/03/2024
IBR No. 219828, 05/12/2023 (MD for 2023-2024)
Admitted to the Philippine Bar on 04/12/2023
Roll of Attorney No. 76225
TIN No. 242-007-260-000
G/F Pasig City Hall Brgy. San Nicolas Pasig City
Appointment No. 189 (2023-2024)



Annex "B"

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	21 February 2024
Project Title	Lease of Venue for the Conduct of Seminar Workshop on GAD Plan and Budget (City GFPS) - Gender and Development
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
Request for Quotation (RFQ) No.	100-24-02-291
Approved Budget for the Contract	Five Hundred Seventy Thousand Pesos (PHP 570,000.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than <u>26 February 2024, 1:45 PM</u> at the Bids and Awards Committee (BAC) through the <u>Procurement Management Office (BAC Secretariat Office), 4th 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	26 February 2024, 2:00 PM, 7 th Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall commence from 06 March 2024 to 08 March 2024.
NOTES	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

SGD

ATTY. BEA THERESE P. VILLANUEVA
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 Seminar Workshop on GAD Plan and Budget (City GFPS) - Gender and Development under PR No. 100-24-02-291																									
TECHNICAL SPECIFICATIONS/SCOPE OF WORK																									
<p>I. Number of Days: 3 days</p> <p>II. Desired Venue and/or Function: Pasig, Ortigas</p> <p>III. Type of Accommodation:</p> <ul style="list-style-type: none"> o Arrival : 8:00 am (March 6-8, 2024) o Check-out Time : 5:00 pm (March 6-8, 2024) • Can accommodate up to 100 people and is adaptable for group activities/workshops. • Proper lighting and ventilation • Audio-visual equipment with stand-by assistant: <ul style="list-style-type: none"> o Use of an LCD projector with a screen o Use of a whiteboard with a whiteboard pen and eraser o Complete sound system 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/ Wi-Fi 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) 	comply																								
<p>IV. Meals Requirements</p> <ul style="list-style-type: none"> o Meals: March 6, 2024 - AM Snacks, Manage Buffet - Lunch with 1 round of iced tea, PM Snacks (for 100 pax), and (plated dinner with 1 round of iced tea for 12 pax) o Meals: March 7, 2024 - Manage Breakfast (for 12 pax), AM Snacks, Manage Buffet-Lunch with 1 round of iced tea, PM Snacks (for 100 pax), and (plated dinner with 1 round of iced tea for 12 pax) o Meals: March 8, 2024 - Manage Breakfast (for 12 pax), AM Snacks, Manage Buffet-Lunch with 1 round of iced tea, PM Snacks (for 100 pax) <table border="1" data-bbox="395 1475 999 1789" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th>MEALS</th> <th>Day 1</th> <th>Day 2</th> <th>Day 3</th> </tr> </thead> <tbody> <tr> <td>Breakfast</td> <td>✓</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>AM Snacks</td> <td>✓</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>Lunch</td> <td>✓</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>PM Snacks</td> <td>✓</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>Dinner</td> <td>✓</td> <td>✓</td> <td></td> </tr> </tbody> </table> <ul style="list-style-type: none"> • 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 	MEALS	Day 1	Day 2	Day 3	Breakfast	✓	✓	✓	AM Snacks	✓	✓	✓	Lunch	✓	✓	✓	PM Snacks	✓	✓	✓	Dinner	✓	✓		comply
MEALS	Day 1	Day 2	Day 3																						
Breakfast	✓	✓	✓																						
AM Snacks	✓	✓	✓																						
Lunch	✓	✓	✓																						
PM Snacks	✓	✓	✓																						
Dinner	✓	✓																							
<p>Other Requirements:</p> <ul style="list-style-type: none"> • Maintaining cleanliness - function hall, restrooms, sleeping quarters, hallway, coffee/tea area, and dining area 	comply																								

<ul style="list-style-type: none"> • Provision for a backdrop for the activity • With appropriate parking area for at least 10 vehicles • With 24-hour security, front-desk and housekeeping services • Dates can be re-booked in case of emergency/unforeseen circumstances • Function room and Accommodation rooms should be in the same building • Must be Persons with disability (PWDS)- friendly: <ul style="list-style-type: none"> ➢ Easy access of the comfort room ➢ With ramp ➢ First Aid Kits available when needed 	
FINANCIAL PROPOSAL	
Name of Project	Grand Total Cost for the Lease of Venue
Lease of Venue for the Conduct of Seminar Workshop on GAD Plan and Budget (City GFPS) - Gender and Development under PR No. 100-24-02-291	<p><u>PhP 549,600.00 net</u></p> <p>(Amount in Figures)</p> <p>five hundred forty-nine thousand, six hundred pesos only</p> <hr style="width: 50%; margin: 0 auto;"/> <p>(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 (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 Bernardo
Signature over printed Name

Sales Account Manager
Position

Duly authorized to sign quotation/offer for and on behalf
of Astoria Plaza *(Please indicate name of company)*

TERMS OF REFERENCE

Technical Specifications

Annex "B"

Activity Title	SEMINAR WORKSHOP ON GAD PLAN AND BUDGET (City GFPS)
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DATE OF ACTIVITY	Estimated Number of Pax	Number of Days	Unit Cost	Budget Estimates
March 6-8, 2024	100	3	4,824.00	482,400.00
	12	2	7,300.00	87,600.00
	Total			570,000.00

IV. Number of Days: 3 days

V. Desired Venue and/or Function: Pasig Ortigas

VI. Type of Accommodation:

- *Arrival* : 8:00 am (March 6-8, 2024)
- *Check-out time* : 5:00 pm (March 6-8, 2024)

<ul style="list-style-type: none"> ● Can accommodate up to 100 people and is adaptable for group activities/workshops.
<ul style="list-style-type: none"> ● Proper lighting and ventilation
<ul style="list-style-type: none"> ● Audio-visual equipment with stand-by assistant: <ul style="list-style-type: none"> ○ Use of an LCD projector with a screen ○ Use of a whiteboard with a whiteboard pen and eraser ○ Complete sound system set ○ At least two (2) extension cords ○ At least two (2) wireless microphones with one (1) microphone stand, and ○ Audio-visual lecterns
<ul style="list-style-type: none"> ● Unlimited free internet/WIFI access in all areas of the venue
<ul style="list-style-type: none"> ● Use of the venue for at least 10 hours
<ul style="list-style-type: none"> ● Function room layout: round table type
<ul style="list-style-type: none"> ● Two (2) tables for the Secretariat (Registration Area)

<p>Meals Requirements:</p> <ul style="list-style-type: none"> ○ <i>Meals: March 6, 2024 –Am snacks, Manage Buffet-Lunch with 1 round of iced tea, pm snacks (for 100 pax), and (plated-dinner with 1 round of iced tea for 12 pax)</i> ○ <i>Meals: March 7, 2024 –Manage Breakfast (for 12 pax), Am snacks, Manage Buffet-Lunch with 1 round of iced tea, pm snacks, (for 100 pax) and (plated-dinner with 1 round of iced tea for 12 pax)</i> ○ <i>Meals: March 8, 2024 –Manage Breakfast (for 12 pax), Am snacks, Manage Buffet-Lunch with 1 round of iced tea, and pm snacks (for 100 pax)</i>

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

- 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