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 352 Capt. H. Javier St., Oranbo, 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. 100-24-01-234 for the LEASE OF VENUE FOR ORYENTASYON SA PAG-GAMIT NG WIKANG FILIPINO NG PAMAHALAAN NG LUNGSOD NG PASIG - HUMAN RESOURCE DEVELOPMENT OFFICE from 17 – 18 July 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 08 March 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 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 Single Calculated and Responsive Quotation/Proposal in the amount of FIVE HUNDRED FORTY THOUSAND PESOS (PHP 540,000.00);

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 17 - 18 July 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 FIVE HUNDRED FORTY THOUSAND PESOS (PHP 540,000.00).

ARTICLE IV AMENDMENT AND EXCLUSIVITY

 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.
- 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 Page 3 of 5 | CONTRACT NO. AMP2024-01-234 | JSC/

conditions of this Contract of Lease.

- 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.
- If the parties fail to amicably settle their difference, disputes, and/or 3. 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

By:

By:

City Mayor 4.

CHRISTIAN JOSEPH M. BERNARDO

Authorized Representative

WITNESSES:

(Printed Name and Signature)

(Printed Name and Signature)

Recommending Approval:

Funds Obligated:

ELVIRA R. FLORES

City Gov't Dept. Head II (HRDO)

MS. JUVY A. CUENCO

City Accountant 100-2024-01-0080-1072

ACKNOWLEDGMENT

REPUBLIC O	F THE PHILIPPINES		
City of	GOEKOR MALI	5.5.	OUEZON CIT
REFORE ME	a Notary Public for	and in the City	of

, on this day of BEFORE ME, a Notary Public for and in the City of $$ 2 2024, personally appeared:

Name	Government ID	Issue	and	d Expiry Date
CHRISTIAN JOSEPH M. BERNARDO	DRIVER'S LICENSE DI6-99-213546	9/	19	2033

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. M Page No. Book No.

Series of 2024

RDO M. IBARRA Notary Public for Q.C./ Until Dec. 31, 2024 Roll No. 80835

PTR No. 5452394D/Jan. 02, 2024/Q.C. IBP No. 254794(2022-2024)/Q.C.

MCLE Comp. No. VIII- 0000973(04/15/2022-04/14/2025) Admin, Matter No. NP-223(2023-2024)

Quirino Highway, Brgy, Kaligayahan Q.C.

ACKNOWLEDGMENT

BEFORE MF 2024, Notary Public for and in the City of Pasig, on this day of 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.

Page No._ Book No.

Series of 2024

Notary Public-Parior City of Juniary And Pateros
Until December 31, 2024
ROLL 17, 84083
IBP NO. 384103

PTR NO. 1504028

APPOINTMENT NO. 2/8 (2023-2024) MCLE EXEMPTION NO VIII-BEP002249 TIN NO. 123-919-765

Page 5 of 5 | CONTRACT NO. AMP2024-01-234 | JSC/

PASIG CITY

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 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: SPECIMEN SIGNATURE POSITION/TITLE NAME SALES ACCOUNT MANAGER PIA AVIGAIL H. ILAGAN FINANCE MANAGER PATRICK JOY V. REAÑO ACCOUNTING ASSISTANT RELYN F. GARGANERA ACCOUNTING ASSISTANT JOHN MARK DANIEL SR SALES ACCOUNT MANAGER YANICE GAILE B. CALANGIAN SALES ACCOUNT MANAGER CHRISTIAN JOSEPH M. BERNARDO SALES ACCOUNT MANAGER CHERIE ANN N. ORPERCIO 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 abovenames 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 at PASIG CITY, Philippines MICHAEL T. NG CORPORATE SECRETARY MAN 2 4 2024 , afflant exhibiting to me SUBSCRIBED AND SWORN to before me, this day of his Passport No. P7686830B valid from Sept. 24, 2021 until Sept. 23, 2031 issuet of DFA Manila. ATTY NEIL TATIMUMAN Newatary Publis Doc. No. OTO NO. 0162 Page No. Marine of the Vollopinas Baron O Book No. _ TIN No. 242-007-260-000 G/F Pasig City Halt Brgy, San Nicolas Pa Appointment No. 189 (2023-2074) Series of 2024





ANNEX "B"

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	05 March 2024	
Project Title	Lease of Venue for Oryentasyon sa Paggamit ng Wikang Filipino ng Pamahalaan ng Lungsod ng Pasig – Human Resource Development Office	
Mode of Procurement	Negotiated Procurement (Lease of Real Property and Venue)	
Request for Quotation (RFQ) No.	100-24-01-234	
Approved Budget for the Contract	Five Hundred Forty Thousand Pesos (Php 540,000.00)	
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than QB March 2024. 11:00 AM at the Bids and Awards Committee (BAC) through the Procurement Management Office (BAC Secretariat Office), Ath 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	08 March 2024, 11:15 AM, 7th Floor, Meeting Room, Pasig City Hall	
TERMS	The lease contract shall be from 17 to 18 July 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. VILLANUEVA ರ್ಟ್ಡ್ 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 Oryentasyon sa Paggamit ng Wikang Filipino ng Pamahalaan ng Lungsod ng Pasig —
Human Resource Development Office under PR No. 100-24-01-234

TECHNICAL SPECIFICATIONS/SCOPE OF WORK

	TECHNICAL SP	ECIFICATIONS/	SCOPE OF W	ORK .	
	Trivelle (Park)				
	of activity	No. of pa	x	No. of Days	comply
17 -1	8 July 2024	135 Pax		2 Days	
Desired Type of	mber of Days: Two (Venue and/or Funct Accommodation: Us 00 am – 5:00 pm	tion: Within Pa			comply
activities A A A A A A A A A A A A A A A A A A	n Room Requirement Can accommodate s/workshops Well lighted and we Availability of audio Use of LCD projecto Use of whiteboard we Complete Set of sou At least Two (2) extern Lectern Unlimited free acce Use of venue for at Function room set-t Two (2) tables for th No pillars in the mice	te 135 per ell ventilated o-visual equipm or and wide screwith whiteboar and system ension cords icrophones with ss to internet / least 10 hours up: Classroom to the Secretariat (een or LED we'd pen & erass th one (1) me WIFI in all a type Registration	nd-by assistant ser nicrophone stan	comply
	equirements:				
	MEALS	Day 1	Day 2		
	AM Snacks	1	1		
	Buffet Lunch	1	/		
	PM Snacks	1	√		comply
or beef;	For Buffer lunch: 3 and vegetables), so AM and PM Snacks: Free flowing coffee Candies	up, rice, desse sandwich or p	rt, drinks		rk
0	equirements: Provide pencil and With appropriate po Maintaining clean tea area and dining; With 24-hour secur	arking area for Iliness functio area	n hall, res	trooms, hallwa	comply ay,

FINANCIAL PROPOSAL

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

- Mayor's/Business Pe. (or a recently expired Mayor's/Business per together with the official receipt as proof that the prospective bidder has applied for renewal witnin 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.
- 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.
- 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)
- 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.

the Terms of Reference, if any, at	tached in the Request for Quo	tation.
We understand that the City Goreceive. Conforme: Christian Bernardo	overnment of Pasig is not boun	nd to accept the lowest or any bid it made
Signature over printed Name	Position	
- Section (1) -	- Affect for and on behalf of	Astoria Plaza
Duly authorized to sign quotatio	(Please indicate name of comp	pany)





ANNEX "B"

TERMS OF REFERENCE

Technical Specifications

Activity Title	Oryentasyon sa Paggamit ng Wikang Filipino ng Pamahalaan ng Lungsod ng Pasig
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DATE OF ACTIVITY	ESTIMATED NO. OF PAX	NO. OF DAYS
July 17-18, 2024	135 pax	2 days

Total Number of Davs 1

Two (2) days

II.

Desired Venue and/or Function

Within Pasig City

Type of Accommodation 111.

Use of Function Room

IV. Time 8:00 am - 5:00 pm

- Can accommodate 135 persons, flexible for group activities/ workshops
- Well-lighted and well-ventilated
- Availability of audio-visual equipment with stand-by assistant:
 - Use of LCD projector and wide screen or LED wall
 - Use of whiteboard with whiteboard pen and eraser
 - Complete set of sound system
 - At least two (2) extension cords
 - At least two (2) microphones with one (1) microphone stand, and 0
 - Lectern
- Unlimited free access to internet/ WIFI in all areas of venue
- Use of venue for at least 10 hours
- Function room set-up: Classroom type
- Two (2) tables for the Secretariat (Registration Area)
- No Pillars in the middle of the function room

Weal Requirements:

Meals	Day 1	Day 2
AM Snacks	✓	- /
Buffet Lunch	√	√
PM Snacks	√	✓ <

- For buffet lunch: 3 main dish (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
- Candies

Other Requirement/s:

- Provide pencil and paper
- With appropriate parking area for at least 10 vehicles
- Maintaining cleanliness-function hall, restrooms, hallway, coffee/tea area, and dining area
- With 24-hour security, front-desk, and housekeeping services







Prepared By:

Joana Leonisa P. Dela Paz Administrative Division

Reviewed/ Approved By:

ELVIRA R. FLORES, MNSA, CESE City Human Resource Development Officer