

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. 100-24-03-579** for the **LEASE OF VENUE FOR TURN-OVER CEREMONY OF REGIONAL FESTIVAL OF TALENTS - EDUCATION UNIT** on **25 April 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 19 April 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 Lowest Calculated and Responsive Quotation/Proposal in the amount of **SIX HUNDRED NINETY-THREE THOUSAND FIVE HUNDRED PESOS (PHP 693,500.00)**;

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 on **25 April 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 **SIX HUNDRED NINETY-THREE THOUSAND FIVE HUNDRED PESOS (PHP 693,500.00)**.

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 AND
BROKERAGE INCORPORATED**

By:

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:

SHERYLL T. GAYOLA
Schools Division Superintendent

MS. JUVY A. CUENCO
City Accountant

200-2024 04

0029 3999

ACKNOWLEDGMENT

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

PASIG CITY

BEFORE ME, a Notary Public for and in the City of _____, on this day of APR 23, 2024, 2024, personally appeared:

Name	Government ID	Issue and Expiry Date
CHRISTIAN JOSEPH M. BERNARDO	<i>DRIVER'S LICENSE DLV-19-203546</i>	<i>9/19/2013</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. 476
Page No. 8
Book No. _____
Series of 2024

ATTY. GERALD P. RUBIO
Notary Public-Pasig City, San Juan and Pateros
Until December 31, 2024
ROLE NO. 84083
IBP NO. 384108
PTR NO. 1504028
APPOINTMENT NO. 276 (2023-2024)
MCLE 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 APR 24 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. 574
Page No. 104
Book No. 8
Series of 2024

ATTY. GERALD 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)
MCLE EXEMPTION NO. VIII-BEP002249
TIN NO. 238-919-765

PASIG CITY

ANNEX "A"

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 24 day of Jan 2024 at PASIG CITY, Philippines

MICHAEL T. NG
CORPORATE SECRETARY

SUBSCRIBED AND SWORN to before me, this day of 24, affiant exhibiting to me his Passport No. P7686830B valid from Sept. 24, 2021 until Sept. 23, 2031 Issued at DFA Manila.

Doc. No. 475
Page No. 94
Book No. H
Series of 2024

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ATTY. NEIL TAMBAY
Notary Public
City of Pasig, San Juan and in the Municipality of Pateros, Metro Manila
PTR NO. 0182151 / Pasig City / 011012000
IC No. 219329, 05/12/2023 (MO for Pateros)
Member of the Philippine Bar on the basis of
Roll of Attorney No. 76275
TIN No. 242-007-260-000
G/F Pasig City Hall Brgy. San Nicolas Pasig City
Appointment No. 189 (2023-2024)



REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	16 April 2024
Project Title	Lease of Venue for Turn-Over Ceremony of Regional Festival of Talents – Education Unit
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
Request for Quotation (RFQ) No.	100-24-03-579
Approved Budget for the Contract	Six Hundred Ninety-Three Thousand Five Hundred Pesos (Php 693,500.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than <u>19 April 2024, 1:45 PM</u> at the Bids and Awards Committee (BAC) through the Procurement Management Office (BAC Secretariat Office), 4th Floor, Pasig City Hall, San Nicolas, Pasig City. <i>You may enclose all the documents in an envelope duly marked with the following details:</i> 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	<u>19 April 2024, 2:00 PM</u> , 7 th Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall commence on 25 April 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.

S G D
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 Turn-Over Ceremony of Regional Festival of Talents – Education Unit under PR No. 100-24-03-579							
TECHNICAL SPECIFICATIONS/SCOPE OF WORK							
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;">Date of activity</th> <th style="width: 40%;">Estimated number of pax</th> <th style="width: 40%;">Number of time/duration</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">25 April 2024</td> <td style="text-align: center;">365</td> <td style="text-align: center;">Seven (7) hours</td> </tr> </tbody> </table>	Date of activity	Estimated number of pax	Number of time/duration	25 April 2024	365	Seven (7) hours	comply
Date of activity	Estimated number of pax	Number of time/duration					
25 April 2024	365	Seven (7) hours					
I. NUMBER OF HOURS/DURATION: 4 HOURS INGRESS: 9:00 AM (April 25, 2024) EGRESS: 4:00 PM (April 25, 2024)	comply						
GENERAL PROVISION <ul style="list-style-type: none"> • Function room set-up: Party of reception style with round tables and chairs • Each table should be able to accommodate 10-12 persons • The venue should be well-lit, well-maintained, and clean. • Availability of audio-visual equipment with stand-by personnel to operate or assist. • Specification <ul style="list-style-type: none"> ▪ Free use of LCD project screen ▪ At least four (4) wireless microphones with three (3) microphone stand ▪ Sound system ▪ At least two (2) extension cords • Unlimited free access to the internet via WiFi in all areas of venue 	comply						
Buffet Requirements Dishes: 1. Three (3) kinds of appetizer and/or salad 2. One (1) kind of soup 3. Four (4) kinds of main course <ul style="list-style-type: none"> ▪ One (1) kind of pork dish ▪ One (1) kind of fish and seafood dish ▪ One (1) kind of chicken dish ▪ One (1) kind of beef dish 4. Two (2) kinds of side dishes <ul style="list-style-type: none"> ▪ Rice ▪ Vegetables 5. At least two (2) kinds of dessert	comply						
Other requirements: <ul style="list-style-type: none"> ▪ With free-flowing brewed coffee, creamer, sugar, fresh milk, water, and tea. ▪ The service provider must NOT use the following materials/items during mealtime: <ul style="list-style-type: none"> ○ Plastic cups ○ Styrofoam ○ Plastic straw ○ Food/juice in tetra pack ○ Plastic utensils 	comply						

<p>Actual time of food service shall be coordinated by the end-user with the supplier.</p> <ul style="list-style-type: none"> • The service provider must be mindful of the following inclusions: <ul style="list-style-type: none"> ○ Provision for disposable tables napkins. ○ Proper disposal of trash ○ Use of environmental-friendly water container for bottled water/juice ○ The supplier must ensure that an adequate number of personnel will be at the venue to assist in the conduct of the event, especially in the food service. 	comply
<p>Other Requirements:</p> <ul style="list-style-type: none"> • First aid kits available when needed. • Must be person with disability (PWD's) friendly: <ul style="list-style-type: none"> ○ Easy access to comfort room ○ With ramp 	comply
FINANCIAL PROPOSAL	
Name of Project	Grand Total Cost for the Lease of Venue
Lease of Venue for Turn-Over Ceremony of Regional Festival of Talents – Education Unit	<p>PhP <u>693,500.00</u></p> <p>(Amount in Figures)</p> <p>six hundred ninety-three thousand, five hundred pesos only</p> <p>_____</p> <p>_____</p> <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>)

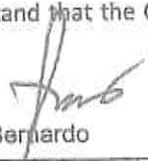
5. Proof of Authorization i.e. duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture or a Special Power of Attorney, in case of Sole Proprietorship.

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

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)

TERM OF REFERENCE
PR NO. 100-24-03-579
LEASE OF VENUE

ANNEX "B"

Activity	TURN-OVER CEREMONY OF REGIONAL FESTIVAL OF TALENTS
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DATE OF ACTIVITY	ESTIMATED NUMBER OF PAX	NUMBER OF TIME/DURATION	UNIT COST	BUDGET ESTIMATES
APRIL 25, 2024	365	Seven (7) hours	1,900	693,500.00

I. NUMBER OF HOURS/DURATION: 4 HOURS

INGRESS: 9:00 AM (APRIL 25, 2024)

EGRESS: 4:00 PM (APRIL 25, 2024)

II. GENERAL PROVISIONS

- Function room set-up: Party or reception style with round tables and chairs
- Each table should be able to accommodate 10-12 persons
- The venue should be well-lit, well-maintained, and clean.
- Availability of audio-visual equipment with stand-by personnel to operate or assist.
- Specifications:
 - Free use of LCD project screen
 - At least four (4) wireless microphones with three (3) microphone stand
 - Sounds system
 - At least 2 extension cords
- Unlimited free access to the internet via WiFi in all areas of venue

III. BUFFET MEAL REQUIREMENTS

Dishes:

1. Three (3) kinds of appetizers and/or salad
2. One (1) kind of soup
3. Four (4) kinds of main course
 - i. One (1) kind of pork dish
 - ii. One (1) kind of fish and seafood dish
 - iii. One (1) kind of chicken dish
 - iv. One (1) kind of beef dish
4. Two (2) kinds of side dishes
 - i. Rice
 - ii. Vegetable
5. At least two (2) kinds of dessert

Other requirements:

- With free-flowing brewed coffee, creamer, sugar, fresh milk, water, and tea.
- The service provider must NOT use the following materials/items during mealtime:
 - Plastic cups
 - Styrofoam
 - Plastic straw
 - Food/juice in tetra pack
 - Plastic utensils


Actual time of food service shall be coordinated by the end-user with the Supplier.

- The service provider must be mindful of the following inclusions:
 - Provision for disposable table napkins.
 - Proper disposal of trash
 - Use of environment-friendly water container for bottled water/juice
 - The Supplier must ensure that an adequate number of personnel will be at the venue to assist in the conduct of the event, especially in the food service.

IV. OTHER PROVISIONS

- First Aid Kits available when needed.
- Must be person with disability (PWD's) friendly:
 - Easy access to comfort room
 - With ramp

Prepared by:


LOLITA J. VECINA
 Administrative Assistant II (Clerk IV)
 Education Unit


SHERYLL T. GAYOLA, CESO V
 School Division Superintendent
 Schools Division Office – Pasig City


JAYPERSON S. LETRODO
 Special Assistant on Education Concerns
 OCM/Education Unit


Atty. KATHLEEN MAE M. VILLAMIN *at*
 City Assistant Department Head II
 Education Unit