

## 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 -

**ROBINSONS LAND CORPORATION**, a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at Maharlika West, Tagaytay City herein represented by **ARTHUR G. GINDAP**, Authorized Representatives, 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 Purchase Request No. **100-22-09-6073** for the **Lease of Venue for the Capacitating the Pasig City Ledio on Frontline Services** from 26 October 2022 to 28 October 2022;

**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 October 2022, 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 Summit Ridge Hotel, Tagaytay under Robinsons Land Corporation;

**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 **Three Hundred Seventy Eight Thousand Pesos Only (Php 378,000.00)**;

**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) / Revised 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 26 October 2022 to 28 October 2022.

#### **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 **ROBINSONS LAND CORPORATION** within Forty Five (45) days from the receipt of 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 **Three Hundred Seventy Eight Thousand Pesos Only (Php 378,000.00)**.

#### **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 NON-WAIVER**

1. The failure or delay on the part of any party to insist upon strict performance of any of the terms, conditions, and covenants hereof, or to exercise any of its rights under this Contract of Lease, shall not be deemed a relinquishment or waiver of the enforcement of any right or remedy that said party may have nor shall it be construed as a waiver of any subsequent breach or default of the terms, conditions, and covenants herein contained, which shall be deemed in full force and effect. No waiver by a party shall be deemed to have been made unless expressed in writing and signed by the said party.

2. Any right or remedy conferred by this Contract of Lease shall not be exclusive of any other right or remedy of each party, whether under this contract or provided by or permitted by law or in equity, but each right or remedy shall be cumulative of every right or remedy available.

#### **ARTICLE VI ADDITIONAL PROVISIONS**

1. The parties hereby manifest that they shall first meet, confer and sit down together for the purpose of exploring all avenues and/or possibilities of amicably settling whatever are their differences, disputes and/or controversies that may arise in connection with any of the terms and conditions of this Contract of Lease.

2. In the event that facts and circumstances arise or are discovered which render this Contract of Lease manifestly and grossly disadvantageous to the government, as determined by the **LESSEE**, the parties hereto agree to immediately renegotiate its terms and conditions, or at the option of the **LESSEE**, terminate the same.

3. If the parties fail to amicably settle their difference, disputes, and/or controversies, the parties, waiving for this purpose any other venue, hereby agree that the courts of the City of Pasig shall be the sole and exclusive venue of any and all actions or suits between the parties, to the exclusion of all other courts and venues. This exclusive venue provision shall apply even in cases arising from the declaration of nullity of this Contract of Lease in part or in its entirety and in cases arising after or by reason of the declaration of nullity of this contract, whether in part or in its entirety.

IN WITNESS WHEREOF, the parties hereto set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2022 at Pasig City. 25

**CITY OF PASIG**

**ROBINSONS LAND CORPORATION**

By:

By:

  
**HON. VICTOR MA. REGIS N. SOTTO**  
City Mayor

  
**ARTHUR G. GINDAP**  
Authorized Representative 

**WITNESSES:**

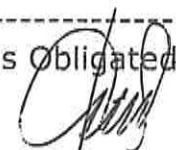
(Printed Name and Signature)

(Printed Name and Signature)

-----  
Funds Appropriated:

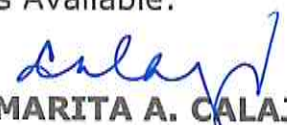
Funds Obligated:

  
**MARTINELLI A. SANTIAGO**  
OIC - City Budget Office

  
**MS. JUVY A. CUENCO**  
OIC - City Accounting Office  
100 - 2022 - 10 - 0769 - 1032

Funds Available:

Recommending Approval:

  
**MS. MARITA A. CALAJE**  
City Treasurer

  
**ATTY. DIEGO LUIS S. SANTIAGO**  
Officer in Charge, PCLEDIO

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES)  
City of \_\_\_\_\_ ) S.S.

BEFORE ME, a Notary Public for and in the \_\_\_\_\_ on this day of  
OCT 25 2022, 2022, personally appeared:

Name	Government ID	Issue and Expiry Date
<b>ARTHUR G. GINDAP</b>	<i>Passport</i>	<i>March 15, 2022 / March 14, 2052</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. 47  
Page No. 10  
Book No. 11  
Series of 2022

**ATTY. CARLOS C. ABE-SAMIS**  
 Notary Public-Pasig City  
 Until December 31, 2023  
 ROLL NO. 43288  
 IBP LIFETIME NO. 08352  
 PTR NO. 8221701  
 APPOINTMENT NO. 25 (2022-2023)  
 MCLE COMPLIANCE NO. VI-0030466  
 TIN NO. 127-509-331-00000

**ACKNOWLEDGEMENT**

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of  
OCT 25 2022, 2022, 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. 399  
Page No. 81  
Book No. 17  
Series of 2022

**ATTY. CARLOS C. ABE-SAMIS**  
 Notary Public-Pasig City  
 Until December 31, 2023  
 ROLL NO. 43288  
 IBP LIFETIME NO. 08352  
 PTR NO. 9004628  
 APPOINTMENT NO. 25 (2022-2023)  
 MCLE COMPLIANCE NO. VI-0030466  
 TIN NO. 127-509-331-00000

**ROBINSONS LAND CORPORATION**

SECRETARY'S CERTIFICATE

I, ATTY. JUAN ANTONIO M. EVANGELISTA, of legal age, Filipino, with office address at the 12/F Robinsons Cyberscape Alpha, Sapphire and Garnet Roads, Ortigas Center, Brgy. San Antonio, Pasig City, Metro Manila, being the duly elected Corporate Secretary of **ROBINSONS LAND CORPORATION** (the "Corporation"), with office address at Level 2 Galleria Corporate Center, EDSA corner Ortigas Avenue, Quezon City after having been duly sworn in accordance with law, hereby depose and state that the following resolution was duly adopted by the Board of Directors of the Corporation on December 20, 2021:

"RESOLVED, that the Board of Directors of Robinsons Land Corporation (the "Board" and the "Corporation", respectively) designates the individuals named below as the authorized signatories of Go Hotels and Summit Hotels ("Hotels"), which are under the Resorts and Hotels Division of the Corporation, for purposes of signing and executing contracts and agreements concerning the operations of the Hotels covering the following matters; provided however, that such contracts and agreements are in accordance with approved budgets, policies and guidelines:

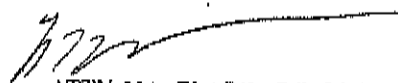
<b>Agreement</b>	<b>Authorized Signatories</b>	<b>Term of Contract</b>
All sales related contracts with rates higher than or equal to the approved rates such as, but not limited to: a. Corporate or leisure travel agency agreements; and b. Meetings, incentives, conferences, and exhibitions contracts.	<b>Joy De Mesa</b> signing <b>JOINTLY with Cheryl F. Mina</b>  or  <b>Arthur G. Gindap</b>  or  The authorized signatories signing jointly, as provided in the board resolutions dated November 4, 2021, or any amendments thereto.	Until 31 December of the year when the contract is executed
All sales related contracts such as, but not limited to: a. Corporate or leisure travel agency agreements; and b. Meetings, incentives, conferences, and exhibitions contracts.	<b>Arthur G. Gindap</b>  or  The authorized signatories signing jointly as provided in the board resolutions dated November 4, 2021, or any amendments thereto.	Until 31 December of the year when the contract is executed
All sales related contracts such as, but not limited to: a. Corporate or leisure travel agency agreements; and, b. Meetings, incentives, conferences, and exhibitions contracts.	The authorized signatories signing jointly as provided in the board resolutions dated November 4, 2021, or any amendments thereto.	Beyond 31 December of the year when the contract is executed

RESOLVED FURTHER, that these resolutions shall supplement and be read in relation with the resolutions adopted by the Board of Directors on November 4, 2021."

  
ATTY. JUAN ANTONIO M. EVANGELISTA  
Corporate Secretary

SUBSCRIBED AND SWORN to before me this DEC 21 2021 at  
City of Pasig, affiant exhibiting to me his Driver's License with No. K03-89-011595.

Doc No. 223 ;  
Page No. 48 ;  
Book No. 9 ;  
Series of 2021.

  
ATTY. MA. CLARISSA S. OSTERIA  
Notary Public for Pasig, San Juan, and Pateros  
Appointment No. 229; Extended until Dec. 31, 2021  
by virtue of Supreme Court En Banc  
Resolution dated July 1, 2021  
12F Cyberscape Alpha, Sapphire &  
Garnet Rds. Ortigas Center, Pasig City  
Roll of Attorneys No. 69885; June 1, 2017  
PTR No. 7247300; January 14, 2021; Pasig City  
IBP No. 134301; December 10, 2020; Makati Chapter  
MCLE Compliance No. VI-0015914; April 14, 2022



**PASIG**  
Lungsod ng Pasig Metro Manila

ANNEX B

PROCUREMENT MANAGEMENT OFFICE

**REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION**

<b>Date</b>	: 14 October 2022
<b>Project Title</b>	: Lease of Venue for the Capacitating the Pasig City Ledio on Frontline Services – Pasig City Local Economic Development and Investment Office
<b>Mode of Procurement</b>	: Negotiated Procurement (Lease of Real Property or Venue)
<b>Purchase Request No.</b>	: 100-22-09-6073
<b>Approved Budget for the Contract</b>	: Four Hundred Fifty Five Thousand Pesos Only (Php 455,000.00)
<b>Deadline and Place for the Submission of Quotation</b>	: Please submit the accomplished Quotation and required documents not later than <b>19 October 2022, Wednesday, 11:30 AM</b> at the Bids and Awards Committee (BAC) through the <b>Procurement Management Office (BAC Secretariat Office), 4<sup>th</sup> Floor, Pasig City Hall, San Nicolas, Pasig City.</b>  You may enclose all the documents in an envelope duly marked with the following details:  <ol style="list-style-type: none"><li>1. Title and reference number of the project (Purchase Request No.); and</li><li>2. Name, address and contact details (telephone/cellphone number and email address) of the bidder.</li></ol>
<b>Date, Time and Place of the Negotiation</b>	: <b>19 October 2022, Wednesday, 11:30 AM, 7<sup>th</sup> Floor, Meeting Room, Pasig City Hall</b>
<b>TERMS</b>	: The lease contract shall commence from <b>26 October 2022 to 28 October 2022.</b>
<b>NOTES</b>	: <ol style="list-style-type: none"><li>1. Lessor shall submit their offer/quotation through their duly authorized representatives</li><li>2. Quotations submitted exceeding the Approved Budget for the Contract (ABC) shall be rejected.</li><li>3. The prices quoted are to be paid in Philippine Currency.</li><li>4. All prices quoted are subject to all Philippine Tax Statutes.</li><li>5. Award of contract shall be made to the lowest quotation which complies with the technical specifications and other terms and conditions stated herein.</li><li>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.</li></ol>

Sir/Madame:

In accordance with the Technical Specifications, Scope of Work and General Conditions for the aforementioned project stated herewith, kindly fill up and submit your lowest proposal.

For any inquiries or clarifications, please contact the Procurement Management Office (BAC Secretariat Office) at (02) 8643-1111 local 1461 or 1462 or through email bidsandawards@pasigcity.gov.ph

Thank you.

  
**ATTY. PONCE MIGUEL D. LOPEZ**  
Officer in Charge, Procurement Management Office



Description of Service Requirement	Offered Technical Proposal  Please fill in with either: "Comply" or "Not Comply"												
<b>Lease of Venue for the Capacitating the Pasig City Ledio on Frontline Services – Pasig City Local Economic Development and Investment Office under PR No. 100-22-09-6073</b>													
<b>TECHNICAL SPECIFICATIONS/SCOPE OF WORK</b>													
<b>Live-In Workshop</b> <b>Check In:</b> 26 October 2022, Wednesday, 8:00 AM <b>Check Out:</b> 28 October 2022, Friday, 12:00 NN													
<b>26 October 2022 to 28 October 2022</b> Number of Days: 3 days and 2 Nights Type of Accommodation: Live-in for 25 pax Desired Venue and/Function: Tagaytay City													
<b>26 October 2022 to 28 October 2022</b> <u><b>Board and Lodging (Full Board)</b></u> <ul style="list-style-type: none"> <li>➤ Three (3) Single-bed Room</li> <li>➤ Two (2) Double-sharing Room</li> <li>➤ Six (6) Triple-sharing Room</li> <li>➤ Complimentary Breakfast</li> <li>➤ Complimentary Parking</li> <li>➤ Sanitized Beddings, Rooms and Restrooms</li> </ul>													
<u><b>Function Room Requirements</b></u> <ul style="list-style-type: none"> <li>• Can accommodate 30 pax, flexible for group activities/workshops</li> <li>• Well lighted and well ventilated</li> <li>• Availability of audio-visual equipment with stand-by assistant: <ul style="list-style-type: none"> <li>➤ Use of LCD projector with screen</li> <li>➤ Use of whiteboard with whiteboard marker &amp; eraser</li> <li>➤ Complete Set of sound system</li> <li>➤ At least Four (4) extension cords</li> <li>➤ At least two (2) wireless microphones with one (1) microphone stand, and</li> <li>➤ Lectern</li> </ul> </li> <li>• Unlimited free access to internet / WIFI in all areas of venue</li> <li>• Use of venue for at least 10 hours</li> <li>• Function room set-up: Classroom type</li> <li>• Two (2) tables for the Secretariat (Registration Area)</li> <li>• Mints, paper, and pencil</li> </ul>													
<u><b>Meals Requirements</b></u> <table border="1" data-bbox="199 2133 997 2394" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 25%;">MEALS</th> <th style="width: 25%;">Day 1 (Oct. 26, 2022)</th> <th style="width: 25%;">Day 2 (Oct. 27, 2022)</th> <th style="width: 25%;">Day 3 (Oct. 28, 2022)</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> </tbody> </table>	MEALS	Day 1 (Oct. 26, 2022)	Day 2 (Oct. 27, 2022)	Day 3 (Oct. 28, 2022)	Breakfast		✓	✓	AM Snacks	✓	✓	✓	
MEALS	Day 1 (Oct. 26, 2022)	Day 2 (Oct. 27, 2022)	Day 3 (Oct. 28, 2022)										
Breakfast		✓	✓										
AM Snacks	✓	✓	✓										

Buffet Lunch	✓	✓	✓
PM Snacks	✓	✓	✓
Buffet Dinner	✓	✓	✓

- **Breakfast:** Buffet breakfast and choice of hot coffee or hot chocolate
- **AM and PM Snacks:** sandwich or pasta with drinks
- **Lunch:** 2 main dishes (fish; choice of meat: chicken, pork, or beef), vegetables, soup, dessert, rice and cold drinks
- **Dinner:** 2 main dishes (fish; choice of meat: chicken, pork or beef), vegetables, soup, dessert, rice and cold drinks
- Free flowing coffee and/or tea

**Other Requirements:**

- Maintaining cleanliness of function hall, restrooms, sleeping quarters, hallway, coffee/tea area and dining area
- With appropriate parking area for at least 10 vehicles
- With 24-hour security, front-desk and housekeeping service
- Dates can be re-booked in case of emergency/unforeseen circumstances
- Compliant with equal employment opportunity policy (EEO)

  - Easy access to the comfort rooms
  - With ramp
  - First aid kits available when needed

- With passing rating of at least 85% in the Market Analysis

**FINANCIAL PROPOSAL**

Name of Project	Grand Total Cost for the Lease of Venue
<b>Lease of Venue for the Capacitating the Pasig City Ledio on Frontline Services – Pasig City Local Economic Development and Investment Office under PR No. 100-22- 09-6073</b>	PhP _____ <b>(Amount in Figures)</b>
	<hr/> <hr/>
	<b>(Amount in words of Grand Total Cost)</b>

**Additional Requirements:**

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

1. Valid Mayor's Permit issued by the city or municipality where the principal place of business of the bidder is located;



INCORPORATED  
**PASIG**  
MAGSAYSAY SA PASIG

ANNEX B

LOCAL ECONOMIC DEVELOPMENT AND  
INVESTMENT OFFICE

## TERMS OF REFERENCE

### Technical Specifications

Activity Title	CAPACITATING THE PASIG CITY LEDIO ON FRONTLINE SERVICES			
----------------	---	--	--	--

Date of activity	Estimated number of pax	Number of days	Unit cost	Budget estimates
October 26-28, 2022	25	3 days	3,400.00	255,000.00
October 26-28, 2022	25	2 nights	4,000.00	200,000.00

- I. Number of Days: 3 days and 2 nights
- II. Desired Venue and/or Function: Tagaytay City
- III. Type of Accommodation:
  - Board and Lodging (Full Board)
    - Three (3) Single-bed Room
    - Two (2) Double-sharing Room
    - Six (6) Triple-sharing Room
    - Complimentary Breakfast
    - Complimentary Parking
    - Sanitized Bedding, Rooms, and Restrooms
      - Arrival: 8:00 am (October 26, 2022)
      - Check-out Time: 12:00 nn (October 28, 2022)

### FUNCTION ROOM REQUIREMENTS:

- Can accommodate at least 30 pax, flexible for group activities/workshops
- Well-lighted and well-ventilated
- Availability of audio-visual equipment with a stand-by assistant:
  - Use of LCD projector with screen
  - Use of a whiteboard with whiteboard marker & eraser
  - Complete set of sound system
  - At least four (4) extension cords
  - At least two (2) wireless microphones with one (1) microphone stand, and
  - Lectern
- Unlimited free access to the internet / WIFI in all areas of the venue
- Use of venue for at least 10 hours
- Function room set-up: Classroom type
- Two (2) tables for the Secretariat (Registration Area)
- Mints, paper, and pencil



OFFICE OF THE  
**PASIG**  
UNANGYON ANG PAKIKISA

LOCAL ECONOMIC DEVELOPMENT AND  
INVESTMENT OFFICE

### MEAL REQUIREMENTS

MEALS	DAY 1 <i>October 26, 2022</i>	DAY 2 <i>October 27, 2022</i>	DAY 3 <i>October 28, 2022</i>
Buffet Breakfast		/	/
AM Snacks	/	/	/
Buffet Lunch	/	/	/
PM Snacks	/	/	/
Buffet Dinner	/	/	/

- Breakfast – buffet breakfast and choice of hot coffee or hot chocolate
- AM & PM Snacks – sandwich or pasta with drinks
- Lunch – 2 main dishes (fish; choice of meat: chicken, pork or beef), vegetables, soup, dessert, rice, and cold drinks
- Dinner - 2 main dishes (fish; choice of meat: chicken, pork or beef), vegetables, soup, dessert, rice and cold drinks
- Free-flowing coffee and/or tea

### OTHER REQUIREMENTS

- Maintaining cleanliness of function hall, restrooms, sleeping quarters, hallway, coffee/tea area, and dining area
- With appropriate parking area for at least 10 vehicles
- With 24-hour security, front desk, and housekeeping services
- Dates can be rebooked in case of emergency/unforeseen circumstances
- Compliant with Equal Employment Opportunity Policy (EEOP)
  - Easy access to the comfort room
  - With ramp
  - First aid kits available when needed
- With a passing rating of at least 85% in Market Analysis

Prepared by:

**Crisostomo Ian P. Veron Cruz**  
*Assistant Officer-in-Charge, PCLEDIO*

Reviewed and Approved by:

**ATTY. DIEGO LUIS S. SANTIAGO**  
*Officer-in-Charge, PCLEDIO*