

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 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 Purchase Request No. 100-22-11-6290 for the **Lease of Venue for the Year End Assessment of Treasury Operations and Systematic Operation Action Plan** from December 5, 2022 to December 7, 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 28 November 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 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 Thousand Pesos (Php 300,000.00)**;

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 December 5, 2022 to December 7, 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** 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 **Three Hundred Thousand Pesos Only (Php 300,000.00)**.

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 2
day of December, **2022** at **Pasig City**.

CITY OF PASIG

ROBINSONS LAND CORPORATION

By:

By:


HON. VICTOR MA. REGIS N. SOTTO
City Mayor



ARTHUR G. GINDAP
Authorized Representative

WITNESSES:

Funds Appropriated:


MARTINELLI A. SANTIAGO
OIC - City Budget Office

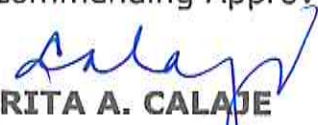
Funds Obligated:


MS. JUVY A. CUENCO
OIC - City Accounting Office
100-2022-11-08413-1017

Funds Available:


MS. MARITA A. CALAJE
City Treasurer

Recommending Approval:


MARITA A. CALAJE
Dept. Head II, City Treasurer

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of _____) S.S.

BEFORE ME, a Notary Public for and in the _____ on this day of _____, 2022, personally appeared:

DEC 02 2022

Name	Government ID	Issue and Expiry Date
ARTHUR G. GINDAP	<i>Passport</i>	<i>March 15, 2022 / March 14 2032</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. 12
Page No. 4
Book No. 14
Series of 2022

ATTY. CARLOS C. ABESAMIS
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-00304
TIN NO. 127-509-331-00000

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of **DEC 02 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 **DEC 02 2022** and place first above written.

Doc. No. 13
Page No. 4
Book No. 14
Series of 2022

ATTY. CARLOS C. ABESAMIS
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

ROBINSONS LAND CORPORATION

SECRETARY'S CERTIFICATE

L. 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 Corporation Center, EDSA corner Ortigas Avenue, Quezon City, after having been duly sworn in accordance with law, hereby depose and state that the following resolutions were duly adopted by the Board of Directors of the Corporation on October 3, 2022:

"RESOLVED, that the Board of Directors of Robinsons Land Corporation (the "Corporation") designates the following as authorized signatories of Go Hotels and Summit Hotels, both of which are under Robinsons Hotels and Resorts:

Mr. Frederick D. Go, President and Chief Executive Officer of the Corporation, or any of his alternate signatories, namely:

1. Faraday D. Go;
2. Arthur G. Gindap;
3. Corazon L. Ang Ley;
4. Annalyn D. Yap; or
5. Selene Erica S. Lim

Signing JOINTLY with:

Mr. Kerwin Max S. Tan, Chief Financial, Risk and Compliance Officer of the Corporation, or any of his alternate signatories, namely:

1. Eileen B. Fernandez;
2. Liza R. Gerella;
3. Matias G. Raymundo Jr.;
4. Marilyn SM. Dapar; or
5. Cheryl F. Mina

For purposes of executing and signing the following documents based on terms and conditions duly approved by Mr. Lance Y. Gokongwei and/or Mr. Frederick D. Go:

- a) Contracts of Lease/Memorandum of Agreement covering lease arrangements for commercial spaces, common areas, wall ads, elevator ads, and parking slots within Go Hotels and Summit Hotels, as well as web ads in the website of Go Hotels and Summit Hotels;
- b) Contracts/Memorandum of Agreement covering booking and/or payment channels for Go Hotels and Summit Hotels;
- c) Contracts/Memorandum of Agreement covering payment modes or tender, such as but not limited to Robinsons Gift Certificate, for Go Hotels and Summit Hotels;
- d) Contracts/Memorandum of Agreement covering credit line applications of the corporate accounts of Go Hotels and Summit Hotels;
- e) Contracts/Memorandum of Agreement covering outsourced services, such as but not limited to hotel software development and maintenance, housekeeping, laundry, pest control, photocopying and security, for Go Hotels and Summit Hotels; and
- f) Contracts/Memorandum of Agreement covering proprietary services, such as but not limited to breakfast and transport, for Go Hotels and Summit Hotels.

RESOLVED FURTHER, that the authority of S B. Hernandez is hereby revoked;

RESOLVED FURTHER, that these resolutions shall supersede the resolutions adopted by the Board of Directors on June 24, 2021;

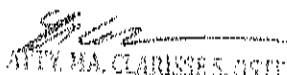
RESOLVED FINALLY, that the abovementioned authority may be modified, revised or superseded by management at any time. The authority shall likewise be automatically revoked once the authorized representative ceases to be an employee of or connected with the Corporation.

APPROVED: October 3, 2022."


ATTY. JUAN ANTONIO M. EVANGELISTA
Corporate Secretary

SUBSCRIBED AND SWORN to before me this NOV 21 2022 at City of Pasig, affiant exhibiting to me his Driver's License with No. K03-89-011595.

Doc No. 422 ;
Page No. 86 ;
Book No. 11 ;
Series of 2022.


ATTY. MA. CLARISSA S. OSTERLA
Notary Public for Pasig, San Juan and Pateros.
Appointment No. 136, until Dec. 31, 2021
22P Cyberscape Alpha, Sapphire &
Garnet Bands, Ortigas Center, Pasig, City
Roll of Attorneys No. 69893; June 2, 2017
PTR No. B207772; January 24, 2012; Pasig City
BP No. 171221; December 21, 2021; Malabon City
ICLAC Compliance No. VI-091527-17/18/19/20/21



PASIG
CITY

PROCUREMENT MANAGEMENT OFFICE

ANNEX "B"

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	: 25 November 2022
Project Title	: Lease of Venue for the Year End Assessment of Treasury Operations and Systematic Operation Action Plan - City Treasurer's Office
Mode of Procurement	: Negotiated Procurement (Lease of Real Property or Venue)
Purchase Request No.	: 100-22-11-6290
Approved Budget for the Contract	: Three Hundred Fifteen Thousand Pesos Only (Php 315,000.00)
Deadline and Place for the Submission of Quotation	: Please submit the accomplished Quotation and required documents not later than 28 November 2022, 11:30 AM, at the Bids and Awards Committee (BAC) through the Procurement Management Office (BAC Secretariat Office), 4th Floor, Pasig City Hall, San Nicolas, Pasig City. You may enclose all the documents in an envelope duly marked with the following details: 1. Title and reference number of the project (Purchase Request No.); and 2. Name, address and contact details (telephone/cellphone number and email address) of the bidder.
Date, Time and Place of the Negotiation	: 28 November 2022, 11:30 AM, 7 th Floor, Meeting Room, Pasig City Hall
TERMS	: The lease contract shall commence from December 5, 2022 to December 7, 2022.
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.

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.

FOR:

Description of Service Requirement	Offered Technical Proposal Please fill in with either: "Comply" or "Not Comply"
Lease of Venue for the Year End Assessment of Treasury Operations and Systematic Operation Action Plan - City Treasurer's Office under PR No. 100-22-11-6290	
TECHNICAL SPECIFICATIONS/SCOPE OF WORK	
Live-In Workshop Check In: December 5, 2022, Monday, 2:00 PM Check Out: December 7, 2022, Wednesday, 12:00 NN	
December 5, 2022 to December 7, 2022 Number of Days: 3 days and 2 nights Desired Venue and/or Function: Outside Pasig City Hall, around Tagaytay Area Type of Accommodation: <ul style="list-style-type: none"> - Live-in hotel and accommodation good for 45 pax - Air- conditioned rooms that are well- ventilated - Availability of bathroom in every room 	
Function Room Requirements <ul style="list-style-type: none"> - Can accommodate at least 45 pax - Well lighted and ventilated - Availability of audio- visual equipment including complete set of sound system and microphone with a standby assistant 	
Meals Requirements <ul style="list-style-type: none"> • Managed buffet/plated meals for Breakfast, Lunch, and Dinner <ul style="list-style-type: none"> ➢ 3 main dishes (fish, choice of meat: chicken, pork, or beef; and vegetables), soup and rice, deserts/fruits, drinks • AM and PM Snacks: Pasta/Sandwich with Drinks • Free Flowing Coffee and/or Tea 	
FINANCIAL PROPOSAL	
Name of Project	Grand Total Cost for the Lease of Venue
Lease of Venue for the Year End Assessment of Treasury Operations and Systematic Operation Action Plan - City Treasurer's Office under PR No. 100-22-11-6290	PHP _____ (Amount in Figures)
	<hr/> <hr/>
	(Amount in words of Grand Total Cost)

2. Income Tax Return - (i) Annual ITR for the immediately preceding year; or (ii) latest submitted Quarterly ITRs together with latest available Annual ITR (If Annual ITR for the immediately preceding year is not yet available).

3. Philippine Government Electronic Procurement System (PhilGEPS) Registration Number or a valid PhilGEPS Registration Certificate;

4. Accomplished and notarized Omnibus Sworn Statement. - ([https://www.gppb.gov.ph/assets/forms/Omnibus%20Sworn%20Statement\(Revised\).docx](https://www.gppb.gov.ph/assets/forms/Omnibus%20Sworn%20Statement(Revised).docx))

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), to the provisions of the draft Contract of Lease and to the rules and regulations of the City Government of Pasig.

We understand that City Government of Pasig is not bound to accept the lowest or any bid it may receive.

Conforme:

Signature over printed Name

Position

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

ANNEX B

DEPARTMENT/ OFFICE : OFFICE OF THE CITY TREASURER
PROJECT : YEAR-END ASSESSMENT OF TREASURY OPERATIONS
AND SYSTEMATIC OPERATION ACTION PLAN
PURCHASE REQUEST NO. : 100-22-11-6290

TERMS OF REFERENCE:

Food and Venue

- The target venue is outside Pasig City Hall, around Tagaytay Area.
- Live-in hotel and accommodation for three (3) days and two (2) nights which includes the following:
 - Accommodation good for 45pax
 - Air-conditioned rooms that are well-ventilated
 - Availability of bathroom in every room
- Function Area should comply with the following requirements:
 - Can accommodate at least 45 pax
 - Well lighted and well ventilated
 - Availability of audio visual equipment including complete set of sound system and microphone with a standby assistant
- Check in should commence at 2:00 in the afternoon on the 1st day and check out time will be around 12:00 noon of the 3rd day.
- Meal Requirements:
 - Managed buffet/plated meals for Breakfast, Lunch and Dinner
 - 3 main dishes (fish, choice of meat: chicken, pork or beef; and vegetables), soup and rice, deserts/fruits, drinks
 - AM and PM snacks: Pasta/Sandwich with drinks
 - Free flowing Coffee and/or Tea

The contract should constitute the entire agreement between the Parties with respect to this rental arrangement. No modification can be made unless in writing signed by both parties.