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 L2 Robinsons Galleria Edsa Cor. Ortigas Ave. Ugong Norte, Quezon City, herein represented by **BILLY JOE AQUINO**, Authorized Representative, pursuant to the Special Power of Attorney 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. 100-23-06-1419 for the Lease of Venue for the Training on GAD Friendly, GAD Gender Responsive Pambarangay and Orientation Workshop for Punong Barangays, Lupon Tagapamayapa, and Barangay Secretaries on Basic Report Writing and Proper Documentation — Community Relations and Information Office, Barangay Affairs Office (BAO) on 31 July 2023 and 1 August 2023;

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 14 July 2023, the LESSEE, through its BAC, conducted negotiation and evaluation and found the LESSOR's quotation to be responsive;

Page 1 of 5 | CONTRACT NO. 100-23-06-1419 | JSC

WHEREAS, the LESSOR thus offered for lease to the LESSEE a venue, accommodations, function room, equipment, and meals in 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 One Million Two Hundred Sixty Thousand Pesos (Php 1,260,000.00);

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 31 July 2023 and 1 August 2023.

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 **One Million Two Hundred Sixty Thousand Pesos (Php 1,260,000.00).**

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.

Page 2 of 5 | CONTRACT NO. 100-23-06-1419 | JSC),

- 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

Page 3 of 5 | CONTRACT NO. 100-23-06-1419 | JSC),

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 6 JUL 2023 day of _____, 2023 at Pasig City. CITY OF PASIG ROBINSONS LAND CORPORATION By: HON. VICTOR MA. REGIS N. SOTTO BILLY OE AQUINO
City Mayor Authorized Representative WITNESSES: (Printed Name and Signature) (Printed Name and Signature) Funds Appropriated: MS. MARTINELLI A. SANTIAGO OIC - City Budget Office 100-2023-66-6629-1014 Funds Available: Recommending Approval: City Treasurer Community Affairs Officer IV

ACKNOWLEDGMENT

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

Name	Government ID	Issue and Expiry Date
BILLY JOE AQUINO	1106-010313-E0191118/410000	N/A

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.

Page No. SL Book No. 29

Series of 2023

ATTY. CAPLOS C. ABESAMIS
Natary Public This City
Until December 32, 1023
ROLL NO. 43248
IBP LIFETIME NO. 08352
PTR NO. 9004628
APPOINTMENT NO. 25 (2022-2023)
MCLE NO. VII-0030173
TIN NO. 127-509-331-00000

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of JUL 3.1.2023, 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 2023

ATTY, CARLOS ARESAMIS
Noticy Public Passa Cty
Until December 31, 2013
ROLL NO. 43288

IBP LIFETIME NO. 08352 PTR NO. 9004628

APPOINTMENT NO. 25 (2022-2023) MCLE NO. VII-0030173 TIN NO. 127-509-331-00000

Page 5 of 5 | CONTRACT NO. 100-23-06-1419 | JSQ

KNOW ALL MEN BY THESE PRESENTS:

That we, GIBETH GLORIA, Executive Assistant Manager, and MARCELA REYES, Sr. Purchasing Manager, legal of age and the assigned signatories of ROBINSONS LAND CORPORATION doing business under the name and style of CROWNE PLAZA MANILA GALLERIA, a corporate duly organized and existing under by virtue of the laws of the Republic of the Philippines with principal office address at Ortigas Ave, Corner Asian Development Bank Ave, Quezon City, 1100, do hereby appoint, BILLY JOE AQUINO, likewise of legal age, to be my true and lawful attorney, and for that purpose in my name and on my behalf to do and execute the following acts, deeds and things, to wit:

To transact business with, to receive, to file/submit applications, letters, and other documents that are being required by the Local Government unit in joining and bidding for an event.

HEREBY GIVING AND GRANTING unto said attorney-in-fact full power and authority whatsoever requisite or necessary or proper to be done in or about the premises, as fully to all intents and purposes as I might or could lawfully do if personally present, (with power of substitution and revocation), and hereby ratifying and confirming all that my said attorney-in-fact shall do or cause to be done and by the virtue of these presents.

IN WITNESS WHEREOF, I have unto set my hand this _____ day of ______ 2023 at PASIG CITY.

(Attorney/in-Fact)

SIGNED IN THE PRESENCE OF:

REPUBLIC OF THE PHILIPPINES)

I certify that on this date before me, a notary public duly authorized in the city named above to take acknowledgments, personally appeared GIBETH GLORIA, with Passport number P9054241B issued on February 24, 2022 at DFA Central and MARCELA REYES, with SSS number 03-8254089-4 known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same was executed as her free act and voluntary deed.

WITNESS MY HAND AND SEAL on the date and place above written

Doc. No. 12

Page No. 4 Bok No. Cards

Series of 2023.

ROBINSONS LAND CORPORATION

Annex "A"

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 Antoniø, 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 resolutions were duly adopted by the Board of Directors of the Corporation on April 3, 2023:

"WHEREAS, on February 6, 2023, the Board of Directors of Robinsons Land Corporation (the "Board" and the "Corporation," respectively) adopted resolutions designating the authorized signatories of the Corporation for, among others, signing and executing contracts and agreements concerning the operations of Crowne Plaza Manila Galleria ("CPMG") and Holiday Inn Manila Galleria ("HIMG"), which are under Robinsons Hotels and Resorts ("RHR");

WHEREAS, there is a need to update the authorized signatories of the Corporation;

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE FOREGOING PREMISES, the following resolutions are hereby adopted:

RESOLVED, that the Board the Corporation designates the following individuals as its authorized signatories for signing and executing contracts and agreements concerning the operations of CPMG and HIMG, provided that such contracts and agreements are in accordance with approved budgets, policies, guidelines and procedures and under such terms and conditions beneficial to the Corporation:

Contract/Agreement	Authorized Signatories	Term of Contract	
Maintenance Agreements Manpower Services Professional Services Lease Contracts with Tenants and Maria Patria Alodia Puyat or Gibeth G. Gloria, signing jointly with Marcela M. Reyes		Up to one (1) year	
Utility Services 5. Promotional/Tactical Campaign Marketing and Partnership Agreement	Arthur G. Gindap or Annalyn D. Yap, signing jointly with Maria Patria Alodia Puyat or Gibeth G. Gloria or Marcela M. Reyes	More than one (1) year but not to exceed three (3) years	
2 TE: 4	Frederick D. Go or Kerwin Max S. Tan	More than three (3) years	

RESOLVED FURTHER, that the abovementioned resolution shall supersede all other prior resolutions on the same subject matter;

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: April 3, 2023."

ATTY. JUAN ANTONIO M. EVANGELISTA
Corporate Secretary

SUBSCRIBED AND SWORN to before me this APR 19 2023 City of Pasis, affiant exhibiting to me his Driver's License with No. K03-89-011595. at

Doc No. 324

Page No. tot;; Book No. \(\lambda\); Series of 2023.

eunin) ATTY, TRIS FATINA V. CERCO Notary Public for Pasig, San Juan, and Pateros Appaintment No. 137; until Dec. 31, 2023 12F Cyberscape Alpha, Sapphile & Gamet Roads, Ortigne Center, Pasig City Roll of Attomays No. 65837; June 21, 2016 PT. No. 0182671, January 08, 2023; Pasig City No. 252302; January 08, 2023; RSM Chapter 1, 2016 Chapteron No. VII-0014637; April 14, 207



PROCUREMENT MANAGEMENT OFFICE

Annex "B"

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	13 July 2023	
Project Title	Lease of Venue for the Training on GAD Friendly, GAD Gender Responsive Pambarangay and Orientation Workshop for Punong Barangays, Lupon Tagapamayapa, and Barangay Secretaries on Basic Report Writing and Proper Documentation — Community Relations and Information Office, Barangay Affairs Office (BAO)	
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)	
RFQ No.	R1 100-23-06-1419	
Approved Budget for the Contract	One Million Two Hundred Seventy Seven Thousand Pesos (Php 1,277,000.00)	
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than 14 July 2023, 1:45 PM 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 (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	14 July 2023, 2:00 PM, 2:30 PM, 7 th Floor, Meeting Room, Pasig City Hall	
TERMS	The lease contract shall be on 31 July 2023 and 1 August 2023.	
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.

ATTY. PONCE MIGUELO, LOPEZ

Officer in Charge, Procurement Management Office

IKA- LISON TAON

Description of Service Requirement

Offered Technical Proposal

Please fill in with either: "Comply" or "Not Comply"

Lease of Venue for the Training on GAD Friendly, GAD Gender Responsive Pambarangay and Orientation Workshop for Punong Barangays, Lupon Tagapamayapa, and Barangay Secretaries on Basic Report Writing and Proper Documentation - Community Relations and Information Office, Barangay Affairs Office (BAO)under PR No. 100-23-06-1419

TECHNICAL SPECIFICATIONS/SCOPE OF WORK Workshop: Orientation Workshop for Punong Pambarangay, Lupon Tagapamayapa and Barangay Secretaries on Basic Writing and Proper Documentation Participants: 200 Pax Date/Time: 31 July 2023, 8:00 am to 5:00 pm Venue: Around Ortigas, Training: Training on GAD Friendly, GAD Gender Responsive Pambarangay one (1) Day Training Workshop Date/Training: 1 August 2023, 8:00 am to 5:00 pm Participant: 600 Pax Venue: Around Ortigas, **Function Room Requirements** Can Accommodate 600 pax, flexible for workshop and activities Can accommodate 200 pax, flexible for workshop and activities same participants of 600 pax Well lighted and well ventilated Two (2) tables for the secretariat (registration Area) Availability of Audio-Visual equipment with standby assistant/s Use of LCD project with screen Complete set of sound system with microphone Meals Requirements: Day 1 Day 2 **MEALS** 31 July 2023 1 August 2023 AM Snack ✓ ✓ **Buffet Lunch** 1 PM Snack FINANCIAL PROPOSAL

Name of Project	Grand Total Cost for the Lease of Venue
Lease of Venue for the Training on GAD Friendly, GAD Gender Responsive Pambarangay and Orientation Workshop for Punong Barangays, Lupon	PhP (Amount in Figures)

Tagapamayapa, and Barangay cretaries on Basic Report Writing and	
roper Documentation – Community	
Relations and Information Office, arangay Affairs Office (BAO)under PR No. 100-23-06-1419	(Amount in words of Grand Total Cost)
Additional Requirements:	
Together with your proposal/quotation, kind	lly submit the following documents:
receipt as proof that the prospective bid the concerned local government unit sul	expired Mayor's/Business permit together with the offici ider has applied for renewal within the period prescribed be bject to submission of the Mayor's Permit before the awai tated in the Mayor's/Business Permit should at the very lea bid.
2. Latest Income or Business Tax Returns file System (EFPS).	d and paid through the BIR Electronic Filing and Payment
In accordance with Revenue Regulat	tion No. 3-2005, the above-mentioned tax returns shall ref
to the following:	TR) - For participants already with an Annual ITR, latest I
shall refer to the ITR for the establishments which, there	preceding Tax Year be it on a calendar or fiscal year. For no fore, have no annual ITR yet, it shall refer to the most rece
quarter's ITR. Latest Business Tax Return returns covering the previou	- refers to the Value Added Tax (VAT) or Percentage T us six (6) months.
Philippine Government Electronic PhilGEPS Platinum Certificate of Registration	Procurement System (PhilGEPS) Registration Number and Membership;
	prized Omnibus Sworn Statement. mnlbus%20Sworn%20Statement(Revised).docx)
5. Proof of Authorization i.e. duly nota members of the joint venture or a Special Po	rized Secretary's Certificate issued by the corporation or tower of Attorney, in case of Sole Proprietorship.
BIDDER'S COMMITMENT:	
procurement and evaluation set up by the I	ne terms and conditions herein specified, to the manner Bids and Awards Committee (BAC), and to the Implementi No. 9184. We further certify that we have read and agree the Request for Quotation.
We understand that the City Government or receive.	of Pasig is not bound to accept the lowest or any bid it m
Conforme:	
Signature over printed Name Posit	tion
	and an hobalf
Duly authorized to sign quotation/offer for of	(Please indicate name of company)



Annex "B"

Terms of Reference

Activity Title:

- Training on GAD friendly, GAD Gender Responsive Pambarangay One (1) day Training Workshop
- Orientation Workshop for Punong Pambarangays, Lupon Tagapamayapa and Barangay Secretaries on Basic Writing and proper Documentation

Details of the Event

- Workshop Orientation Workshop for Punong Pambarangays, Lupon Tagapamayapa and Barangay Secretaries on Basic Writing and proper Documentation
- Date/Time: July 31, 2023 at 8:00 am to 5:00 pm
- . Venue: AKOUND ORTHONS."

Gulan

- Training-Training on GAD friendly, GAD Gender Responsive Pambarangay One (1) day
 Training Workshop
- Date/ Time: August 1, 2023 at 8:00 am to 5:00 pm
- . Venue: AROUND ORNERS

gallag.

Function Room Requirements:

- · Can Accommodate 600 pax, flexible for workshop and activities
- Can Accommodate 200 pax, flexible for workshop and activities same participants of 600 pax
- Well-lighted and well ventilated
- Two (2) tables for the Secretariat (Registration Area)
- · Availability of Audio-Visual equipment with standby assistant/s
 - Use if LCD Projector with Screen
 - Complete set of sound system with Microphone

Meal Requirements:

MEALS	JULY 31, 2023 .	AUGUST 1, 2023
AM SMACKS SHOR.	4	-
Burret Lunch	1	4
PM Snacks	4	-

Prepared by:

Janike V. Zaragoza

Administrative Aide III

Noted by:

Cecile Santiago - Blas

Officer-in- Charge

Community Relations and Information Office

