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. ROBERT VINCENT JUDE B. JAWORSKI, JR., in his capacity as City Vice 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 San Miguel Avenue, Corner Lourdes, Brgy. Wack wack, Mandaluyong City, herein represented by **ALEXANDER DIETZSCH**, 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. 100-23-12-7902 for the Lease of Venue for the Seminar on Asset Management and Year-End Evaluation for Sangguniang Panlungsod from December 20-21, 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 18 December 2023, 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 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 Nine Hundred Thirty-Nine Thousand Two Hundred Pesos (Php 1,939,200.00);

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 December 20-21, 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 Nine Hundred Thirty-Nine Thousand Two Hundred Pesos (Php 1,939,200.00).

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.

 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.
- 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 he day of, 2023 at Pasig (The state of the second
CITY OF PASIG	ROBINSONS LAND CORPORATION
By:	Ву:
VICTOR MA REGIS N. SOTTO City Mayor ROBERT VINCENT JUDE B. JAWORSKI City Vice Mayor	I, JR. ALEXANDER DIETZSCH Authorized Representative
WITNE	SSES:
(Printed Name and Signature)	(Printed Name and Signature)
Funds Appropriated: MY WWW WWW MAS. MA. THERESA B. HERNANDEZ OIC - City Budget Office	Funds Obligated: MS. JUVY A. CUENCO City Accountant 100 - 2023 - 12 - 0272 - 02
Funds Available: MS. MARITA A. CALAJE City Treasurer	Recommending Approval: MARION ROSALIO M. MARTIRES Sangguniang Panglungsod Member II

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

City of) S.S. PASIG CITY PASIG CITY BEFORE ME, a Notary Public for and in the City of _ ____, on this day of 19 2023 , personally appeared: Name Government ID Issue and Expiry Date PASSPORT ALEXANDER CAKC2Y GGL DIETZSCH 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. RUSIO Juan and Pateros Notary Public Patris City. 31, 2024 Unit Decemb Doc. No. RULL NO 84083 IBP NO. 43415 Page No. Book No. PTR No. 9004629 APPOINTMENT NO. 276(2023-2024) Series of 2023 MCLE EXEMPTION NO. VIII-BEP002249 TIN NO. 238-949-765 ACKNOWLEDGMENT BEFORE ME, a Notary Public for and in the City of Pasig, on this day of DEC 19 2023 , 2023, personally appeared Robert Vincent Jude B. Jaworski, Jr., 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. APPOINTMENT NO. 276(2023-2024) Book No. MCLE EXEMPTION NO. VIII-BEP002249 Series of 2023 TIN NO. 238-949-765

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 Avenuc, Quezon City, after having been duly sworn in accordance with law, hereby depose and state that during the meeting of the Board of Directors of the Corporation last March 9, 2023, wherein a quorum was present and acting throughout, the following resolution was unanimously adopted:

"WHEREAS, on October 3, 2022, 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, executing and delivering, for and in behalf of the Corporation, contracts of lease and agreements concerning the operations for The Westin Manila Sonata Place which is under Robinsons Hotels and Resorts:

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

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

RESOLVED, that the Board of the Corporation designates the following as authorized signatories of the Corporation for purposes of signing, executing and delivering, for and in behalf of the Corporation, contracts of lease and agreements concerning the operations of The Westin Manila covering the following matters, provided, however, that such contracts and agreements are in accordance with the approved budgets, policies and guidelines:

A. Type of Contracts	Authorized Signatories	Term of Contract
Maintenance Agreements; Third-party Service Providers; Contracts for Professional Services; or Contracts for Utility Services	Alexander Dietzsch; or Alexander Dietzsch; or	Up to two (2) years
Contracts for Only Services	Arthur G. Gindap; or Cecilia Jao Padilla; or Annalyn D. Yap: Signing JOINTLY with any of the following:	More than two (2) years
	1. Kerwin Max S. Tan; or 2. Eileen B. Fernandez; or 3. Faye Esmerald L. Pagulayan; or 4. Cheryl F. Mina	

B. Type of Contracts	Authorized Signatories	Term of Contract
Lease Contracts with Tenants	Alexander Dietzsch; or Alexander Weihrauch	Up to two (2) years
	Arthur G. Gindap; or Cecilia Jao Padilla; or Annalyn D. Yap:	More than two (2) years
	Signing JOINTLY with any of the following:	
	1. Kerwin Max S. Tan; or 2. Eileen B. Fernandez; or 3. Faye Esmerald L. Pagulayan; or 4. Cheryl F. Mina	

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: March 9, 2023."

ATTY. JUAN ANTONIO M. EVANGELISTA
Corporate Secretary

SUBSCRIBED		SWORN	to	before		this	MAR 17 2023	at
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PROGUREMENT MANAGEMENT OFFICE

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	15 December 2023
Project Title	Lease of Venue for the Seminar on Asset Management and Year-End Evaluation – Sangguniang Panlungsod
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
Request for Quotation (RFQ) No.	100-23-12-7902
Approved Budget for the Contract	One Million Nine Hundred Thirty Nine Thousand Two Hundred Pesos (Php 1,939,200.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than 18 December 2023, 11:15 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 (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	18 December, 2023, 11:30 AM, 7 th Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall commence from December 20, 2023 to December 21, 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.

SGD 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"

Lease of Venue for the Seminar on Asset Management and Year-End Evaluation – Sangguniang Panlungsod under PR No. 100-23-12-7902

	TECHNICAL SPI	ECIFICATIONS	SCOPE OF WORK		
Number of Days: 2 days					COMPLY
Desired Venue and/or Function: within the vicinity of Pasig City or Nearby City					
Live in	for 50 pax and live or	ut for 150 pax			
Туре о	f Accommodation:				COMPLY
Board :	and Lodging (Full Bo	ard)			
(18 - Cor - Cor rep - 24- - Sar - Che	urteen (14) one-bedr i) twin-sharing rooms mplimentary buffet to mplimentary bottles plenished daily hours hot and cold s nitized Bedding, Room eck in time: 2:00 PM eck out time: 12:00 N	s preakfast for t of mineral w hower ns, and Restro (December 2	the participants ater per guest in g ooms 0, 2023)	H 2 (5) (1) (1)	
Functio	on Room Requireme	nts			COMPLY
- We - Ava - Use - Fur - Thr	civities/workshop ell-lighted and well-visities/lighted and well-visities/lighted and well-visities/lighted and well-visities/lighted Use of LCD O Use of white O Complete six O At least six O At least for microphone O Lecter limited free access to e of Venue at least einction room set up: Exec (3) tables for the ints, paper, and pencine.	entilated ual equipmen Projector with eboard with a et of sound sy (6) extension ur (4) wirele e stands, and o internet/Wil ght (8) hours sanquet style secretariat (re	t with a stand-by a n Screen a whiteboard pen a ystem cords ass microphones v Fl in all areas of the per day	nd eraser with two (2)	
First M	Requirements leal: December 20, 20 eal: December 21, 20 MEALS				COMPLY
	Breakfast	V	Day 2		
	(
	AM Snacks	1	1		
	Lunch	1	1		

				(Amount in wo	ords of Grand Total Cost)		
	200-20-12-7302			two hundred peso	98		
Sangguniang Panlungsod under PR No. 100-23-12-7902			One million nine hundred thirty nine thousand				
Management and Year-End Evaluation -				(Amo	(Amount in Figures)		
ease of \	enue for the Semir	ar on Asset		Php 1,	939,200		
	Name of Project			Grand Total Co	st for the Lease of Venue		
			FINANCIA	AL PROPOSAL			
V	ith 24-hour security	, front-desk an	id housek	eeping service			
v	lith appropriate par	king area for at	least 20				
	rovision for backdro	Children of the control of the contr					
	laintaining cleanlin hallway, coffee/tea			strooms, sleeping			
	dditional security m						
ther Re	quirements:				COMPLY		
	flowing coffee and/o		WILII GITHII	2			
	nd vegetables), soup nd PM Snacks: sand						
	nch and dinner, 3 m			neat, chicken, pork			
	L						
	Dinner	✓					
	A CONTRACTOR STATE	77/1	2.50		COMPLY		

Additional Requirements:

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

- 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.
- Philippine Government Electronic Procurement System (PhilGEPS) Registration Number or PhilGEPS Platinum Certificate of Registration and Membership;

Page 3 of 4 | RFQ No. 100-23-12-7902 | KLR

- 4. Accomplished and notarized Ornnibus Sworn Statement. (https://www.gpob.gov.ph/assets/forms/Omnibus%20Sworn%20Statement(Revised).docx)
- 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:

Alexander Dietzsch
Signature over printed Name

General Manager
Position

Duly authorized to sign quotation/offer for and on behalf
of The Westin Manila (Please indicate name of company)

TERMS OF REFERENCE

Technical Specification

Activity Title: SANGGUNIANG PANLUNGSOD ASSET MANAGEMENT SEMINAR AND YEAR-END EVALUATION

DATE OF ACTIVITY	Estimated Number of Pax	Number of Days
December 20-21	200	2 Days of food, accommodation, and use of the venue

- Number of Days: 2- days
- II. Desired Venue and/or Function: within the vicinity of Pasig City or Nearby City
- III. Live in for 50 pax and Live out for 150pax
- IV. Type of Accommodation:

Board and Lodging (Full Board)

- Fourteen (14) one-bedroom premier rooms or Solo Rooms, Eighteen (18) Twin-sharing rooms.
- Complimentary buffet breakfast for the participants
- Complimentary bottles of mineral water per guest in guest rooms, replenished daily
- o 24-Hours Hot and Cold Shower
- Sanitized Bedding, Rooms, and Restrooms
 - Check-in Time: 2:00 PM (December 20, 2023)
 - Check-Out Time: 12:00 NN (December 21, 2023)

Function Room/Venue of Seminar

- Can accommodate 200 participants, flexible for group activities/workshop
- o Well-lighted and well-ventilated
- Availability of audio-visual equipment with a stand-by assistant:
 - Use of LCD projector with screen
 - Use of the whiteboard with a whiteboard pen and eraser
 - > Complete set of sound system
 - At least six (6) extension cords
 - At least four (4) wireless microphones with two (2) microphone stands, and
 - > Lecter
- Unlimited free access to internet/WIFI in all areas of the venue
- Use of Venue at least eight (8) hours per day.
- o Function Room Set-up: Banquet style
- Three (3) tables for the secretariat (Registration Area)

o Mints, paper, and pencil

Meal Requirements

- o First Meal: December 20, 2023 AM Snack
- o Last Meal: December 21, 2023 PM Snack

MEALS	Day 1	Day 2
AM Snack	V	1
Lunch	1	1
PIM Snack	V	/
Dinner	1	

- For Lunch and dinner: 3 main dishes (fish; choice of meat: chicken, pork or beef; and vegetables), soup, rice, dessert, drinks
- o AM and PM Snacks: Sandwich or Pasta; with drinks
- o Free-flowing coffee and/or tea

Other Requirements

- o Additional Security measures for VIP Participants
- Maintaining cleanliness-function hall, restrooms, sleeping quarters, hallway, coffee/tea area, and dining area
- o Provision for a backdrop for the activity
- o With a parking area for at least twenty (20) vehicles
- With 24-hour security, front desk, and housekeeping services.

Prepared By

Hon, MARION ROSALIO M. MARTIRES

City Councilor

Chairman of Appropriations, Ways and Means