

## 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 -

**CROWNE PLAZA GALLERIA MANILA**, 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 **MADelyn D. MENDOZA**, 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. 100-23-08-1863 for the **Lease of Venue for the Conduct of the Paradigm Shift: A Knowledge Convergence on Developing Sustainable Solutions for PCPOC and BNEO** from December 22, 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 15 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 **Crowne Plaza Galleria Manila**;

**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 Five Hundred Twenty Thousand Pesos (Php 1,520.000.00)**;

**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 22 December 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 **CROWNE PLAZA GALLERIA MANILA** 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 Five Hundred Twenty Thousand Pesos (Php 1,520.000.00)**.

### **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 19 DEC 2023 day of \_\_\_\_\_, 2023 at **Pasig City**.

**CITY OF PASIG**

**CROWNE PLAZA GALLERIA MANILA**

By:

By:

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

  
**MADELYN D. MENDOZA**  
Authorized Representative

**WITNESSES:**


(Printed Name and Signature)

(Printed Name and Signature)

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Funds Appropriated:

Funds Obligated:

  
**MS. MA. THERESA B. HERNANDEZ**  
OIC - City Budget Office

  
**MS. JUVY A. CUENCO**  
City Accountant  
100-2023-08-1129-1011

Funds Available:

Recommending Approval:

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

  
**ERNIE AL O. EDRALIN**  
Executive Assistant V

**ACKNOWLEDGMENT**

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

BEFORE ME, a Notary Public for and in the City of **PASIG CITY**, on this day of **DEC 19 2023**, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
<b>MADELYN D. MENDOZA</b>	UMID 0034-0505 778-1	NONE

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. 213  
Page No. 44  
Book No. XVI  
Series of 2023

**ATTY. GERALD P. RUBIO**  
Notary Public - Pasig City, San Juan and Pateros  
Until December 31, 2024  
ROLL NO. 84083  
IBP NO. 243415  
PTR No. 9004629  
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 **DEC 20 2023**, 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. 247  
Page No. 51  
Book No. XVI  
Series of 2023

**ATTY. GERALD P. RUBIO**  
Notary Public - Pasig City, San Juan and Pateros  
Until December 31, 2024  
ROLL NO. 84083  
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## 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 resolutions were duly adopted by the Board of Directors of the Corporation on November 7, 2023:

"WHEREAS, on June 27, 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 terms, budgets, policies, guidelines and procedures and under such terms and conditions beneficial to the Corporation:

Contract/Agreement	Authorized Signatories	Term of Contract
1. Maintenance Agreements; 2. Manpower Services; 3. Professional Services; 4. Lease Contracts with Tenants; 5. Utility Services; 6. Promotional/Tactical Campaign Marketing and Partnership Agreement.	Maria Patria Alodia Puyat or Gibeth G. Gloria,  signing jointly with  Mary Ann B. Vallesteros or Marcela M. Reyes;	Up to one (1) year
	Barun Jolly or Annalyn D. Yap  signing jointly with  Maria Patria Alodia Puyat, Gibeth G. Gloria, Mary Ann B. Vallesteros or Marcela M. Reyes;	More than one (1) year but not to exceed three (3) years
	Frederick D. Go or Kerwin Max S. Tan	More than three (3) years



**REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION**

Date	13 December 2023
Project Title	Lease of Venue for the Conduct of the Paradigm Shift: A Knowledge Convergence on Developing Sustainable Solutions for PCPOC and BNEO – City Mayor's Office
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
Request for Quotation (RFQ) No.	100-23-08-1863
Approved Budget for the Contract	One Million Five Hundred Twenty Thousand Pesos (Php 1,520,000.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later <b>15 December 2023, 11:15 AM</b> at the Bids and Awards Committee (BAC) through the Procurement Management Office (BAC Secretariat Office), <b>4<sup>th</sup> Floor</b> , 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	15 December 2023, 11:30 AM, 7 <sup>th</sup> Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall commence from <b>December 22, 2023</b>
NOTES	<ol style="list-style-type: none"> <li>Lessor shall submit their offer/quotation through their duly authorized representatives</li> <li>Quotations submitted exceeding the Approved Budget for the Contract (ABC) shall be rejected.</li> <li>The prices quoted are to be paid in Philippine Currency.</li> <li>All prices quoted are subject to all Philippine Tax Statutes.</li> <li>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>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> <li>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.</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](mailto: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"												
<b>Lease of Venue for the Conduct of the Paradigm Shift: A Knowledge Convergence on Developing Sustainable Solutions for PCPOC and BNEO – City Mayor's Office under PR No. 100-23-08-1863</b>													
<b>TECHNICAL SPECIFICATIONS/SCOPE OF WORK</b>													
Number of Day/s: 1 Day Desired Venue and/or Function: Within Metro Manila Event Time: 8:00 AM to 10 PM	Comply												
<b>Function Room Requirements</b> <ul style="list-style-type: none"> <li>• High-ceiling function room that can accommodate 380 pax, flexible for group activities/workshop</li> <li>• Well-lighted and well-ventilated</li> <li>• Availability of audio-visual equipment with a stand-by assistant:               <ul style="list-style-type: none"> <li>○ At least Two (2) LCD projector</li> <li>○ Complete set of sound system</li> <li>○ At least (3) microphones with their own microphone stand, and</li> <li>○ (4) Break-out rooms for 85 pax, each with their own audio-visual equipment</li> </ul> </li> <li>• Unlimited free access to internet/WIFI in all areas of the venue</li> <li>• Function room set-up: Classroom type preferred</li> <li>• One (1) table for the Secretariat (Registration Area)</li> <li>• No pillars in the middle of the function room</li> <li>• Ingress at least one hour before the start of the activity</li> <li>• One (1) table for the Secretariat (Registration Area)</li> <li>• Preferably no pillars in the middle of the function room or at least, all tables must have clear view of the LCD projector screen</li> <li>• Ingress allowed at least two hours before the start of the activity</li> </ul>	Comply												
<b>Meals Requirements</b> <table border="1" data-bbox="380 1360 935 1647" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="text-align: center;">MEALS</th> <th style="text-align: center;">December 22, 2023</th> </tr> </thead> <tbody> <tr> <td>Breakfast</td> <td style="text-align: center;">✓</td> </tr> <tr> <td>AM Snacks</td> <td style="text-align: center;">✓</td> </tr> <tr> <td>Lunch</td> <td style="text-align: center;">✓</td> </tr> <tr> <td>PM Snacks</td> <td style="text-align: center;">✓</td> </tr> <tr> <td>Dinner</td> <td style="text-align: center;">✓</td> </tr> </tbody> </table> <ul style="list-style-type: none"> <li>• For lunch and dinner: 3 main dishes (fish; choice of meat: chicken, pork or beef; and vegetables), soup, rice, dessert, drinks</li> <li>• AM and PM Snacks</li> <li>• Free-flowing coffee and tea</li> <li>• Candies, paper, and a pencil</li> </ul>	MEALS	December 22, 2023	Breakfast	✓	AM Snacks	✓	Lunch	✓	PM Snacks	✓	Dinner	✓	Comply
MEALS	December 22, 2023												
Breakfast	✓												
AM Snacks	✓												
Lunch	✓												
PM Snacks	✓												
Dinner	✓												
<b>Other Requirements:</b>													



FINANCIAL PROPOSAL	
Name of Project	Grand Total Cost for the Lease of Venue
Lease of Venue for the Conduct of the Paradigm Shift: A Knowledge Convergence on Developing Sustainable Solutions for PCPOC and BNEO – City Mayor's Office under PR No. 100-23-08-1863	<p>Php <u>1,520,000.00</u></p> <p>(Amount in Figures)</p> <p><u>One Million Five Hundred Twenty</u></p> <p><u>Thousand pesos only</u></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. ([https://www.eopb.gov.ph/assets/forms/Omnibus%20Sworn%20Statement\(Revised\).docx](https://www.eopb.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), 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.

Conformed:  
  
 Maselyn Mendoza

**CROWNE EVENTS COORDINATOR**

Signature over printed Name

Position

Duly authorized to sign quotation/offer for and on behalf

of \_\_\_\_\_ (Please indicate name of company)



UNANG PANG-UKAP  
**PASIG**  
 LUNGGUHO NG PASIG BARANGAY OFFICERS

**ANNEX "B"**  
 OFFICE OF THE MAYOR

**TERMS OF REFERENCE**

**Technical Specifications**

<b>Activity Title</b>	Paradigm Shift: A Knowledge Convergence on Developing Sustainable Solutions for Peace and Order and Public Safety through Systems Thinking for the 2023 Newly Elected and Appointed Pasig Barangay Officials
<b>Budget Code</b>	1000-000-2-1-01-001-005-11
<b>Purchase Request No.</b>	

DATE OF ACTIVITY	Estimated Number of Pax	Number of Days	Total Estimated Budget
December 22, 2023	380 pax	Food and Venue	PHP 1,520,000.00

Number of Day/s: 1 day  
 Desired Venue and/or Function: Within Metro Manila  
 Event Time: 8 AM to 10 PM

Function Room Requirements:
<ul style="list-style-type: none"> <li>High-ceiling function room that can accommodate 380 pax, flexible for group activities/workshops</li> </ul>
<ul style="list-style-type: none"> <li>Well-lighted and well-ventilated</li> </ul>
<ul style="list-style-type: none"> <li>Availability of audio-visual equipment with a stand-by assistant:               <ul style="list-style-type: none"> <li>At least Two (2) LCD projector</li> <li>Complete set of sound system</li> <li>At least (3) microphones with their own microphone stand, and</li> <li>(4) Break-out rooms for 85 pax, each with their own audio-visual equipment</li> </ul> </li> </ul>
<ul style="list-style-type: none"> <li>Unlimited free access to internet /WIFI in all areas of the venue</li> </ul>
<ul style="list-style-type: none"> <li>Function room set-up: Classroom type preferred</li> </ul>
<ul style="list-style-type: none"> <li>One (1) table for the Secretariat (Registration Area)</li> </ul>
<ul style="list-style-type: none"> <li>No pillars in the middle of the function room</li> </ul>
<ul style="list-style-type: none"> <li>Ingress at least one hour before the start of the activity</li> </ul>



- One (1) table for the Secretariat (Registration Area)
- Preferably no pillars in the middle of the function room or at least, all tables must have clear view of the LCD projection screen
- Ingress allowed at least two hours before the start of the activity

Meals Requirements:	
MEALS	December 22, 2023
Breakfast	✓
AM Snacks	✓
Lunch	✓
PM Snacks	✓
Dinner	✓
<ul style="list-style-type: none"><li>• For lunch and dinner: 3 main dishes (fish; choice of meat: chicken, pork or beef; and vegetables), soup, rice, dessert, drinks</li><li>• AM and PM Snacks</li><li>• Free-flowing coffee and tea</li><li>• Candies, paper, and a pencil</li></ul>	

**Other Requirement/s:**

- Maintaining cleanliness of the function hall, restrooms, coffee/tea area, and dining area
- With appropriate parking area for at least 50 vehicles
- With 24-hour security