

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 Pasig 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 -

SPLASH MOUNTAIN RESORT, a domestic company duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at KM 58 National High Way Brgy. Lalakay, Los Baños, Laguna herein represented by **ANNA MARIE P. ESPELETA**, Authorized Representative, pursuant to the Special Power of Attorney attached hereto as Annex "A", 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. 100-23-07-1530 for the **Lease of Venue for the Conduct of Personal Competence in Building Positive Habit Towards Professional and Personal Growth** from October 14 to 15, 2023 and October 21 to 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 two (2) potential lessors responded;

WHEREAS, on 02 October 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 Splash Mountain Resort;

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 One Hundred Ninety-Nine Thousand Seven Hundred Pesos (Php 1,199,700.00)**;

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 / Terms of Reference attached to this Contract as Annex "B".

ARTICLE II LEASE PERIOD

The Contract of Lease shall be for the period of October 14 to 15, 2023 and October 21 to 22, 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 **SPLASH MOUNTAIN RESORT** 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 One Hundred Ninety-Nine Thousand Seven Hundred Pesos (Php 1,199,700.00)**.

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 06 OCT 2023
day of _____, 2023 at **Pasig City**.

CITY OF PASIG

SPLASH MOUNTAIN RESORT

By:

By:


VICTOR MA REGIS N. SOTTO,
City Mayor


ANNA MARIE P. ESPELETA
Authorized Representative

WITNESSES:


(Printed Name and Signature)

(Printed Name and Signature)

Funds Appropriated:

Funds Obligated:


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


MS. JUVY A. CUENCO
City Accountant
100-2023-08-0249-1013
100-2023-08-0248-1013

Funds Available:

Recommending Approval:


MS. MARITA A. CALAJE
City Treasurer


RODRIGO M. DE DIOS
City Gov't Department Head II

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 OCT 06 2023, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
Anna Marie P. Espeleta	UMID ID 0033-2449254-0	NO EXPIRY

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. 3
Page No. 2
Book No. IX
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 OCT 13 2023, 2023, personally appeared **Hon. 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. 51
Page No. 12
Book No. X
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

SPECIAL POWER OF ATTORNEY

I, **JOSEFINA N. BERNARDO, OWNER** of **SPLASH MOUNTAIN RESORT**, a sole proprietorship registered under the laws of the Philippines with office at **KM. 58 BARANGAY LALAKAY LOS BAÑOS LAGUNA**, do hereby appoint **ANNA MARIE P. ESPELETA**, of legal age with residence and postal address at **UNIT 1211 CITYLAND PASONG TAMO ESTACION ST. PIO DEL PILAR, MAKATI CITY**, as true and designated person to act as the Authorized Representative for transactions with the CITY GOVERNMENT OF PASIG.

I hereby grant, unto my representative, full power and authority to do, execute and perform any and all acts necessary to render effective the power above stated.

In witness whereof, I have hereunto set my hand this 02 day of OCT 20 23 at MAKATI CITY , Philippines.

Josefina N. Bernardo
JOSEFINA N. BERNARDO / OWNER

Signed in the presence of:

Leo P. Balagot

ACKNOWLEDGMENT

Republic of the Philippines)
 MAKATI CITY) S.S

BEFORE ME, this 02 day of OCT 20 23 at MAKATI CITY , Philippines, personally appeared the following persons, with their competent evidence of identity as defined under the 2004 Rules on Notarial Practice:

Name	Government Issued Identification Card with No.
JOSEFINA N. BERNARDO	PASSPORT NO. P0522384C JUNE 15, 2022 / DFA NCR SOUTH
ANNA MARIE P. ESPELETA	PASSPORT NO. P7987820A JULY 18, 2018 / DFA MANILA

Above named persons are all known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged before me that the same is their free and voluntary act and deed.

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

Notary Public
Doc. No. 176 ;
Page No. 37 ;
Book No. 271 ;
Series of 20 23 .

ATTY. JOHN DOMINGO A. PONCE, JR.
NOTARY PUBLIC
APPOINTMENT No. M-062 / MAKATI CITY
UNTIL December 31, 2023
PTR No. 9565652 / 01-03-2023 / MAKATI CITY
ISP No. 26068 / 01-05-2023 / RIZAL
MCLE COMPLIANCE No. VI-3027026 / 05-28-2019
ROLL NO. 36452 / TRN No. 101-093-102-009
Unit G-14 Makati Executive Tower 3
Sen. Gil Puyat Avenue, Pio del Pilar,
Makati City, Metro Manila



REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

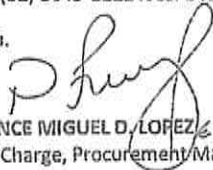
Date	28 September 2023
Project Title	Lease of Venue for the Conduct of Personal Competence in Building Positive Habit Towards Professional and Personal Growth – Peace and Order Department
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
RFQ No.	100-23-07-1530
Approved Budget for the Contract	One Million Two Hundred Five Thousand Nine Hundred Pesos (Php 1,205,900.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than <u>02 October 2023, 1:45 PM</u> at the Bids and Awards Committee (BAC) through the Procurement Management Office (BAC Secretariat Office), <u>4th Floor</u> , 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	02 October, 2:00 PM, 7 th Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall commence from <u>October 14, 2023 to October 15, 2023 and October 21, 2023 to October 22, 2023.</u>
NOTES	<ol style="list-style-type: none"> 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. 7. 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 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 Conduct of Personal Competence in Building Positive Habit Towards Professional and Personal Growth – Peace and Order Department under PR No. 100-23-07-1530																			
TECHNICAL SPECIFICATIONS/SCOPE OF WORK																			
<p>I. Number of Days: 2 days/1 night</p> <p>II. Desired Venue: Any hotel/venue within Laguna Province that can cater 155 pax/s and have a wide space for obstacle activity, with in house facilitator at the same time has a function room to conduct an internal session.</p> <p>a. Type of Accommodation: Live-in workshop</p> <p>b. Arrival: Oct. 14, 2023, 6:00 am (1st Batch) and Oct. 21, 2023, 6:00 am (2nd Batch)</p> <p>c. Departure: Oct. 15, 2023, 5:00 pm (1st Batch) and Oct. 22, 2023, 5:00 pm (2nd Batch)</p> <p>III. Function Rooms Requirements:</p> <p>a. For BREAKFAST, LUNCH, and DINNER Buffet Style</p> <p>b. For AM and PM SNACK Sandwich or pasta with drinks</p> <p>c. Free-flowing coffee/juice/tea</p>	<p>* IN HOUSE FACILITATOR - NOT COMPLY</p> <p>Comply</p> <p>SEE QUOTATION: 2023-134</p>																		
<table border="1" data-bbox="527 827 868 1069"> <thead> <tr> <th>MEALS</th> <th>Day 1</th> <th>Day 2</th> </tr> </thead> <tbody> <tr> <td>Breakfast</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>AM Snacks</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>Lunch</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>PM Snacks</td> <td>✓</td> <td>✓</td> </tr> <tr> <td>Dinner</td> <td>✓</td> <td></td> </tr> </tbody> </table> <p>V. Other Requirements:</p> <p>a. Maintaining Cleanliness – Function Hall, restrooms, sleeping quarters, hallway, coffee/tea area and dining area</p> <p>b. With appropriate parking area for at least 10 vehicles.</p> <p>c. With 24-hour security, front desk, and housekeeping service</p>	MEALS	Day 1	Day 2	Breakfast	✓	✓	AM Snacks	✓	✓	Lunch	✓	✓	PM Snacks	✓	✓	Dinner	✓		<p>Comply</p>
MEALS	Day 1	Day 2																	
Breakfast	✓	✓																	
AM Snacks	✓	✓																	
Lunch	✓	✓																	
PM Snacks	✓	✓																	
Dinner	✓																		
FINANCIAL PROPOSAL																			
Name of Project	Grand Total Cost for the Lease of Venue																		
Lease of Venue for the Conduct of Personal Competence in Building Positive Habit Towards Professional and Personal Growth – Peace and Order Department under PR No. 100-23-07-1530	<p>PHP 1,199,700.00</p> <p>(Amount in Figures)</p> <p>ONE MILLION ONE HUNDRED NINETY NINE THOUSAND AND SEVEN HUNDRED PESOS ONLY</p>																		

	(Amount in words of Grand Total Cost)
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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.gppob.gov.ph/assets/forms/Omnibus%20Sworn%20Statement\(Revised\).docx](https://www.gppob.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.

Conforme: 
 Anna Marie "Mayee" P. Espeleta Senior Account Manager
 Signature over printed Name Position

Duly authorized to sign quotation/offer for and on behalf
 of SPLASH MOUNTAIN RESORT (Please indicate name of company)



TERMS OF REFERENCE

LEASE OF VENUE OF THE CONDUCT of training seminar for Peace and Order Department/Bantay Pasig Division titled Personal Competence in Building Positive Habit Towards Professional and Personal Growth.

P.R. No. 100 – 23 – 07 – 1530

Date of Activity	Est. No. of Pax	No. of Days	Unit Cost	Budget Estimate
Oct. 14-15, 2023	155	2D/1N	3,890.00	602,950.00
Oct. 21-22, 2023	155	2D/1N	3,890.00	602,950.00
			TOTAL	1,205,900.00

- I. Number of Days: 2 days /1 night
- II. Desired Venue: Any hotel/venue within Laguna Province that can cater 155 pax/s and have a wide space for obstacle activity, with in house facilitator at the same time has a function room to conduct an internal session.
 - a) Type of Accommodation: Live-in workshop
 - b) Arrival: Oct. 14, 2023, 6:00 am (1st Batch) and Oct. 21, 2023, 6:00 am (2nd batch)
 - c) Departure: Oct. 15, 2023, 5:00 pm (1st Batch) and Oct. 22, 2023, 5:00 pm (2nd batch)
- III. Function Rooms Requirements:
 - a. Use of function/conference room, that can comfortably accommodate 155 pax each batch for the activity on Oct. 14-15, 2023 from 6:00 am to 5:00 pm (amenable for extension upon need/request);
 - b. Provides amenities for obstacle activities that needed in the training seminar
 - c. Onsite Emergency Medical Technician
 - d. With free use of unlimited, stable internet connection
 - e. Audio – Visual Equipment (at least 2 microphone, 1 wired microphone w/ stand, 2 extension cords, 1 podium, 1 LCD projector and screen, and flipchart
- IV. Meal Requirements:
 - a. For BREAKFAST, LUNCH, and DINNER Buffet Style
 - b. For AM and PM SNACK Sandwich or pasta with drinks
 - c. Free – flowing coffee/juice/tea

MEALS	Day 1	Day 2
Breakfast	✓	✓
AM SNACK	✓	✓
LUNCH	✓	✓
PM SNACK	✓	✓
DINNER	✓	

- V. Other Requirements:
 - a. Maintaining Cleanliness – Function Hall, restrooms, sleeping quarters, hallway, coffee/tea area and dining area
 - b. With appropriate parking area for at least 10 vehicles.
 - c. With 24-hour security, front desk, and house-keeping service.

Prepared by:

Catherine R. Donio
Procurement Officer

Noted by:

PMAJ. CESARIO M. TUBOG (Ret.)
Chief, Bantay Pasig Division