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 -

WOODSIDE FARM AND WATER PARK, a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at Purok 6 Brgy. Casile, City of Cabuyao, Laguna, herein represented by **GENALINE MENESES**, 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. 100-23-09-2002 for the Lease of Venue for the Capacity Building for OSY (Leadership Training & Group Dynamics) from December 11 to 12, 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 three (3) potential lessors responded;

WHEREAS, on 24 November 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 Woodside Farm And Water Park;

Page 1 of 5 | CONTRACT NO. 100-23-09-2002 | JHC

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 Five Hundred Twenty-Four Thousand One Hundred Sixty Pesos (Php 524,160.00);

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 11 to 12 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 **WOODSIDE FARM AND WATER PARK** 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 **Five Hundred Twenty-Four Thousand One Hundred Sixty Pesos (Php 524,160.00).**

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.
- 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,

Page 2 of 5 | CONTRACT NO. 100-23-09-2002 | JHC

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 day of, 2023 at Pasig	hereto set their hands this $\frac{0}{4}$ DEC 2023 g City.
CITY OF PASIG	WOODSIDE FARM AND WATER PARK
By:	Ву:
VICTOR MA REGIS N. SOTTO, City Mayor	GENALINE MENESES Authorized Representative
WITI	NESSES:
(Printed Name and Signature)	(Printed Name and Signature)
Funds Appropriated: MS. MA. THERESA B. HERNANDE: OIC - City Budget Office	Funds Obligated:
MS. MARITA A CALAJE City Treasurer	Recommending Approval: MA. TERESA O. BRIONES City Gov't. Dept. Head II- PCSSWD MARIA SOCORRO PAJE JALMASCO SWO IV. License No. 0035888 OFFICE on SOCIAL WELFARE & DEVELOPMENT City Government of Pasig

ACKNOWLEDGMENT

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

BEFORE MF, 2023 otary Public for and in the City of PASIC CITY this day of 2023, personally appeared:

Name	Government ID	Issue and Expiry Date	
GENALINE MENESES	FUE-10-011 656	021-08	12.17-23

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. Book No.

Series of 2023

Notary Public-Pasis Oz. San Juan and Pateros Until December 31, 2024 ROLL JO 84003

ROLL 15, 84033 IBP 14, 243415 PTR No. 9064629

APPOINTMENT NO. 276(2023-2624)

ACKNOWLEDGMENTHON NO. VIII-BEP002249 IN NO. 238-919-765

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of DEC 07 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, GEFALTP, 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-8EP002249

TIN NO. 238-919-765

REPUBLIC OF THE PHILIPPINES)

CALAMBA CITY

)S.S.

SECRETARY'S CERTIFICATE

I, VITORIA MENESES, of legal age and with postal address at Jose Yulo Avenue Brgy. Canlubang, Calamba City, Laguna, after having been sworn in accordance with the law, hereby depose and state:

- That I am the duly elected Corporate Secretary of GREENPOINT HOLDING, CORP., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with office address at <u>Santana Rowe Jose Yulo Avenue</u>, <u>Canlubang</u>, <u>Calamba</u> City, Laguna.
- That I hereby certify that a special meeting of its board of directors held in its office at <u>Calamba City, Laguna</u> on <u>November 20, 2023</u>. The following resolution was unanimously approved.

"RESOLVED, that <u>GENALINE MENESES</u> is hereby authorized and empowered to act/represent, negotiate, execute, receive all kinds of payments, and sign papers or any document necessary for and in behalf of the Corporation."

2023 in CALAMBA CITY

VICTORIA MENESES

Corporate Secretary

SUBSCRIBE AND SWORN TO before me in CALAMBA CITY

Affiant exhibiting to me her PASSPORT # P27878630

IN WITNESS WHEREOF, I have hereunto affixed my signature this ______ day of __

Doc No. 360
Page No. 13
Book No. 9
Series of 2023

Notary Public
Calamba City, Los Baños, Bay, Calauan, Laguna
Until December 31, 2023
Notarial Commission No. 31-2022-C
Roll of Attorneys No. 78415
PTR No. 8089574/01-03-2023/Calamba City
IBP No. 258526/Laguna Chapter

ATTY. KENNETH M. BEO

NOV 2 4 2023



BEGGGREENERS WARNAGENERS OFFICE

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	22 November 2023
Project Title	Lease of Venue for the Capacity Building for OSY (Leadership Training & Group Dynamics) – Pasig City Social Service & Welfare Department
Mode of Procurement	Negotiated Procurement (Lease of Real Property or Venue)
Request for Quotation (RFQ) No.	100-23-09-2002
Approved Budget for the Contract	Five Hundred Twenty Seven Thousand One Hundred Pesos (Php 527,100.00)
Deadline and Place for the Submission of Quotation	Please submit the accomplished Quotation and required documents not later than 24 November 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
	Name, address and contact details (telephone/cellphone number and email address) of the bidder.
Date, Time and Place of the Negotiation	24 November 2023, 2:00 PM, 7 th Floor, Meeting Room, Pasig City Hall
TERMS	The lease contract shall commence from December 11, 2023 to December 12, 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 MIGUELD, LOPEZA Officer in Charge, Procurement Management Office 1007 **116** 119 - 1191

Offered Technical Proposal Description of Service Requirement Please fill in with either: "Comply" or "Not Comply" Lease of Venue for the Capacity Building for OSY (Leadership Training & Group Dynamics) - Pasig City Social Service & Welfare Department under PR No. 100-23-09-2002 TECHNICAL SPECIFICATIONS/SCOPE OF WORK DESIRED VENUE/FUNCTION HALL/ROOM REQUIREMENTS: COMPLY · Can accommodate at least 70 pax, flexible for group indoor and outdoor activities / workshops o Arrival to Function Hall/room: (December 11, 2023) 8:00 am - 5:80 pm o Check-out to Function Hall/room: (December 11, 2023) 8:00 am - 5:00 pm Well-lighted and well-ventilated Availability of audio-visual equipment with a standby assistant Use of LCD projector with screen Use of a whiteboard with a whiteboard 0 marker & eraser o Complete set of sound system o At least four (4) extension cords At least two (2) wireless microphones with one (1) microphone stand Unlimited free access to the internet / Wi-Fi in all areas of the venue One (1) table for the Secretariat (Registration Area) Mints, paper, and pencil ACCOMMODATION 11. COMPLY Number of Days: Two (2) days and One (1) Night Type of accommodation: Board and Lodging (Full Board) for 70pax o Check-out in: 2:00 pm (December 11, 2023) Check-out Time: 2:00 pm (December 11, 2023) Sanitized Bedding, Rooms, and Restrooms Wireless internet connection (Wi-Fi) Daily replenishment of bathrooms amenities Daily housekeeping service III. MEAL REQUIREMENTS COMPLY Day 2 MEALS Day 1 December 11, 2023 December 12, 2023 **Buffet Breakfast** 1 AM Snacks 1 **Buffet Lunch**

PM Snacks

Buffet Dinner

1

Breakfast – bu chocolate	Breakfast - buffet breakfast and choice of hot coffee or hot			
 AM & PM Snacks — sandwich, kakanin or pasta with drinks Lunch & Dinner — 3 main dishes (fish; choice of meat: chicken, pork, or beef), vegetables, soup, dessert, rice, and cold drinks Free-flowing coffee and / or tea 		pasta with drinks		
THER REQUIREMENT			COMPLY	
 With appropria 	te parking area – 3 slots		7 R.S.S.M.(1)	
1 00 X 100 X	ecurity, front desk, and ho	ousekeeping services		
	rebooked in case of em			
circumstances		S5 8 4		
	Easy access to the comfort room			
Part 1 10 10 10 10 10 10 10 10 10 10 10 10 1				
 With a passing 	 With a passing rating of at least 85% in table of rating 			
Name of P	roject	Grand Total Cost for t	he Lease of Venue	
Lease of Venue for the Capacity Building for OSY (Leadership Training & Group Dynamics) – Pasig City Social Service &		PhP_ 524,1	60.00	
for O5Y (Leadership T Dynamics) – Pasig Cit	raining & Group y Social Service &	(Amount in Five Hundred Twent	n - Mariana na danara mana ang manasa	
for OSY (Leadership ' Dynamics) – Pasig Cit Welfare Department (Fraining & Group y Social Service & under PR No. 100-	Five Hundred Twent	y Four Thousand	
for O5Y (Leadership T Dynamics) – Pasig Cit	Fraining & Group y Social Service & under PR No. 100-	and the second s	y Four Thousand	

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.
- 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;

4. Accomplished and notarized Omnibus Sworn Statement. (https://www.gouh.gov/sh/195592/Jones/Omnibus/C205vorn/C200accoment/Bevised/Local)

 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.

GENALINE M. MEDESES

Chief Operating Officer

Signature over printed Name

Position

Duly authorized to sign quotation/offer for and on behalf
of WOODSIDE FARM & WATERPARK (Please Indicate name of company)



CHILDREN AND COMPANY MICHAELS AND BUILDING OF BUILDING AND

TERMS OF REFERENCE

Technical Specifications

Activity Title CAPACITY BUILDING FOR OSY (LEADERSHIP TRAINING, GROUP DYNAMICS, TEAM BUILDING)

Date of Activity	Estimated number of pax	Number of days
December 11-12,	70 pax Food (AM & PM Snacks, Buffet Lunch)	2days & 1 night
2023	18 Quadruple Sharing room (70 pax)	
December 11, 2023	70 pox Food (Buffet Dinner)	1 night

- I. DESIRED VENUE/FUNCTION HALL/ROOM REQUIREMENTS:
 - Can accommodate at least 70 pax, flexible for group indoor and outdoor activities/workshops:

O Arrival to Function Hall/room :

(December 11, 2023) 8:00 am - 5:00 pm

O Check-out to Function Hall/room:

(December 12, 2023) 8:00 am - 5:00 pm

- Well-lighted and well-ventilated
- Availability of audio-visual equipment with a stand-by assistant
 - Use of LCD projector with screen
 - Use of a whiteboard with a whiteboard marker & eraser
 - Complete set of sound system
 - At least four (4) extension cords
 - · At least two (2) wireless microphones with one (1) microphone stand
- Unlimited free access to the internet / Wi-Fi in all areas of the venue
- One (1) table for the Secretariat (Registration Area)
- Mints, paper, and pencil

II. ACCOMMODATION

- Number of Days: Two (2) days and One (1) Night
 - O Check-out In :
 O Check-out Time:

2:00 pm (December 11, 2023) 2:00 pm (December 12, 2023)

- Type of accommodation : Board and Lodging (Full Board) for 70pax
- Sanitized Bedding, Rooms, and Restrooms
- Wireless internet connection (Wi-Fi)
- Daily replenishment of bathroom amenities
- Daily housekeeping service





III. MEAL REQUIREMENTS

MEALS	DAY 1	DAY 2
	December 11, 2023	December 12, 2023
Buffet Breakfast		7
AM Snacks		
Buffet Lunch		7
PM Snacks	1 7	/
Buffet Dinner	/ / :	

- Breakfast buffet breakfast and choice of hot coffee or hot chocolate
- · AM & PM Snacks sandwich, kakanin or pasta with drinks
- Lunch & Dinner 3 main dishes (fish; choice of mean chicken, pork, or beef), vegetables, soup, dessert, rice, and cold drinks
- Free-flowing coffee and/or tea

OTHER REQUIREMENTS

- With appropriate parking area 3 slots
- With 24-hour security, front clesk, and housekeeping services
- Dates can be rebooked in case of emergency/unforeseen circumstances
- Compliant with Equal Employment Opportunity Policy (EEOP)
 - e Easy access to the comfort room
- With a passing rating of at least 85% in table of rating

Prepared by:

JESCELLE T. OMADTO Admin Aide III

Noted by:

NVA. TERESA O. BRIONES, RSW, MSSW City Gov't. Dept. Head II

MARIA SOCORRO PAJE JALMASCC SWO IV - Licenso - 10 - 0045866 OFFICE On SOCIAL WELFARE & DEVELOPMENT City Government of Pasig

11(1)...

TRON

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WOODSIDE FARM AND WATER PARK

QUOTATION

Brgy. Casile, Cabuyao, Laguna 4025

Phone: (049) 508 5128 Smart Phone: 0968 852 8468

Globe Phone: 09171204481/0917 156 7887/0995 791 1472

Email Address: askinfo.woodside@gmail.com

QUOTE #	DATE	
3588	07/13/2023	
CUSTOMER ID	VALID UNTIL	
3-1132	07/28/2023	

REVISED 10/9/2023 CHANGE DATE

CUSTOMER INFO

Prepared By:

OFFICE OF THE SOCIAL WELFARE AND DEVELOPMENT OF PASIG CITY

Pasig City

MS. JESCELLE OMADTO

0927 522 0256

jescelleomadto@gmail.com

Fermin Alconaba Sales & Marketing Head 0917-156-7887

EVENT S	SCHED	ULE
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Number of PAX:

70 Minimum Guaranteed

CAPACITY BUILDING (2 Days, 1 Night)

EVENT DATE:

Monday, 11 December, 2023

Tuesday, 12 December, 2023 2:00 PM

Time IN/OUT: Room Check IN/OUT:

8:00 AM 12:00 NN

2:00 PM

SERVICE	QTY	UNIT	AMOUNT
TRAINING VENUE PACKAGE (70 PAX)			5
 Plated AM / PM Snacks, Buffet Lunch & Dinner, Breakfast 	70	2,200.00	154,000.00
2. Use of Banquet/ Function Hall w/ AC, Activity Open Area		97.000.00	97,000.00
Inclusions: LCD projector with screen, Whiteboard w/marker			#0
& Eraser, Paper & Pencil, Complete ser of Sounds System,			40
4 extension cords, 2 wireless microphone w/ stand, Secretariat Table			劉
3. 18 Quadruple Sharing Room w/ Swimming pool Access	70	2,100.00	147,000.00
4. Bus Transportation (2 Buses - Pasig>Woodside, VV)	2	35,000.00	70,000.00
			5.
* Free Flowing Coffee, Tea, Candies & Nuts			器
Thank you for your business!	SUE	STOTAL	468,000.00
BPI Checking Account # 8461-0032-23		% VAT	56,160.00
WOODSIDE FARM & WATER PARK	TOTA	L QUOTE PHI	524,160.00

12 % VAT Inclusive

50% Down payment a month prior to the function date to block the event date. Full payment based on total contract price and possible incidental charges incurred during the actual day/s of function should be settled on the day of the event. THE TOTAL QUOTE IS VAT INCLUSIVE.

Customer Acceptance			
X			
Signsture	Printed Mama	Date	