

SERVICE CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This Service Contract (the "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 Avenue, Pasig City, herein represented by **HON. VICTOR MA. REGIS N. SOTTO**, in his capacity as City Mayor;

- and -

NEONOTION EVENTS MANAGEMENT, a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at 1 E. Angeles St. Sagad, Pasig City, represented by **DENIL EDBERT B. SAMONTE**, Owner/Sole Proprietor, hereinafter referred to as the "**CONTRACTOR**".

Each referred to as a "**PARTY**" and collectively as "**PARTIES**".

The Contractor warrants that it is duly organized, registered, validly existing and in good standing under the laws of the Republic of the Philippines, and its representative/s is/are capable and have the requisite power, authority, permits, clearances, and licenses to enter into this Service Contract.

WITNESSETH: THAT

WHEREAS, THE CITY OF PASIG has a requirement for the **PRODUCTION SERVICES FOR CULTURAL OUTREACH MUSICAL – LOCAL YOUTH DEVELOPMENT OFFICE** under **REQUEST FOR QUOTATION No. 100-24-03-452** (the "Services");

WHEREAS, THE CITY OF PASIG resorted to Negotiated Procurement - Scientific, Scholarly or Artistic Work, Exclusive Technology and Media Service pursuant to Section 53.6 of the Revised Implementing Rules and Regulations of Republic Act ("R.A.") 9184;

WHEREAS, the CONTRACTOR has submitted the single calculated and responsive quotation to undertake the said Services;

WHEREAS, THE CITY OF PASIG has accepted the proposal of the **CONTRACTOR**, subject to the terms and conditions hereunder stipulated;

NOW, THEREFORE, for and in consideration of the foregoing premises, the **PARTIES** agree as follows:

ARTICLE I
SCOPE OF UNDERTAKING

The contract shall cover all the items found in the Request for Quotation / Terms of Reference hereto attached as Annex "A".

ARTICLE II
CONTRACT PERIOD

This Contract shall commence on the date of receipt by the **CONTRACTOR** of the Notice to Proceed. The schedule for the performance shall be during the dates specified in the Terms of Reference. Within the period of the effectivity of the Contract, **THE CITY OF PASIG** may terminate the same, with or without cause, without incurring any liability whatsoever, without need for judicial intervention, upon ten (10) days written notice to the **CONTRACTOR**.

ARTICLE III
CONTRACT AMOUNT

The Contract price for the Services shall be in the total amount of **TWO MILLION THREE HUNDRED NINETY-FIVE THOUSAND PESOS (PHP2,395,000.00)** subject to applicable withholding tax. The **CONTRACTOR** shall hold **THE CITY OF PASIG** free from liability for any and all taxes and government fees and charges arising out of this transaction.

ARTICLE IV
CONTRACTOR'S WARRANTIES

The **CONTRACTOR** hereby warrants that:

1. There are no actions, suits or proceedings pending or, to the best of its knowledge, threatened, which may have a material adverse effect on its ability to fulfill its obligations under this Contract or on its operations, business, properties, assets, or business condition.
2. That the Services to be rendered herein shall be as described under Article I of this Contract and the **CONTRACTOR** has secured all the necessary

government licenses and permits to allow it to render the Services agreed upon and that it is free from any liability or adverse claims of every nature and description that would prevent or hinder it from rendering the said Services.

3. The **CONTRACTOR** has sufficiently experienced and competent personnel able to perform the Services under this Contract. It is understood that the **CONTRACTOR** shall exercise complete and unequivocal control and supervision over its staff in the performance of their respective functions and duties.
4. The **CONTRACTOR** shall protect and exercise due care and proper handling of the properties belonging to or in the possession of **THE CITY OF PASIG** during the performance of its Services.

ARTICLE V **CLAIMS AND DISPUTES**

All claims and disputes relating to or arising out of this Contract shall, as much as possible, be settled amicably by the **PARTIES** before resorting to any judicial action.

If the **PARTIES** fail to settle their differences or disputes, the **PARTIES** waiving for the purpose any other venue, hereby agree that the appropriate courts of the City of Pasig shall be the exclusive venue of any or 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 for declaration of nullity of this Contract in its entirety or in part and in cases arising after or by reason of the declaration of nullity of this Contract in its entirety or in part.

In the event that a dispute arises with respect to this Contract, the party prevailing in such dispute shall be entitled to recover all expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred in ascertaining such party's rights or in preparing to enforce, or in enforcing, such party's rights under this Contract, whether or not it was necessary for such party to institute suit.

ARTICLE VI **DAMAGES FOR DELAY**

The **CONTRACTOR** shall complete the implementation of the Services within the time prescribed in Article II hereof. Should the **CONTRACTOR** incur delay in its performance, the **CONTRACTOR** shall pay a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the unperformed portion for each day of delay, including Sundays and Holidays, beyond the specific period. The maximum deduction shall be ten percent (10%) of the amount of the Contract.

Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the Contract, **THE CITY OF PASIG** shall have the option to rescind or terminate the Contract, without prejudice to other courses of action and remedies open to it.

ARTICLE VII **DEFAULTS**

In the event that any of the **PARTIES** fail to comply in good faith with their undertakings, as set forth in this Contract, within the periods provided herein, the non-defaulting party shall be released from its obligations under this Contract, without prejudice to the rights of restitution, recovery and damages.

In the event of breach by either party, the **PARTIES** agree to amicably settle the same under the provisions of Article VI hereof prior to judicial action.

In the event settlement cannot be made, the **PARTIES** shall abide by the provisions of law with respect to default.

ARTICLE VIII **INDEMNIFICATION**

1. The **CONTRACTOR** hereby holds **THE CITY OF PASIG**, its guests, corporate affiliates, and any director, officer, employee, agent or any other person acting on **THE CITY OF PASIG's** behalf, free and harmless from any and all actions or liabilities arising out of this Service Contract, including, without being limited to, claims for unpaid and back wages, regularization, and other terms and conditions of employment, as well as civil and criminal liabilities that the **CONTRACTOR** and/or **THE CITY OF PASIG** may incur as a result of, or arising out of, the conduct and/or pursuit of the Services and to indemnify **THE CITY OF PASIG**, its guests, corporate affiliates and any director, officer, employee, agent or any other person acting on **THE CITY OF PASIG's** behalf, from and against the costs of defending any action, suit or proceedings, including legal fees or other expenses incurred in relation to any such claims mentioned above.

2. The **CONTRACTOR** and its personnel shall be jointly and severally liable and shall indemnify and hold **THE CITY OF PASIG**, its guests, corporate affiliates and any director, officer, employee, agent or any other person acting on **THE CITY OF PASIG's** behalf, free and harmless for any death, injury or damage to **THE CITY OF PASIG** and to third persons, loss, breakage, or destruction of properties, as a consequence of the **CONTRACTOR's** acts or omissions, willful intent or negligence, during the performance of the Services or any of its obligations under this Service Contract.

ARTICLE IX
CONFIDENTIALITY

Pursuant to this Contract, **THE CITY OF PASIG** (its officers, employees, agents, and any other person working in **THE CITY OF PASIG's** behalf) may be disclosing to the **CONTRACTOR** (its officers, employees, agents, and other persons acting on the **CONTRACTOR's** behalf) Confidential Information such as but not limited to: business plans, development plans, lists, reports, financial information, design documents, specifications, notes, computer disks, hard disks, tapes, written or electronic compilations or data storage devices and/or other non-public information proprietary and confidential to **THE CITY OF PASIG** (together with any notes, analyses, compilations, studies, or other documents that are based upon, contain, or otherwise reflect such as Confidential Information). The **PARTIES** agree as follows with respect to treatment of the above-mentioned Confidential Information:

1. The **CONTRACTOR** shall require its officers, employees, agents and other persons acting on the **CONTRACTOR's** behalf to comply with the terms of this Confidentiality Clause and shall be solidarily liable to **THE CITY OF PASIG** for unauthorized disclosures made by its officers, employees, agents, and other persons acting on the **CONTRACTOR's** behalf.
2. The disclosed Confidential Information shall be used by the **CONTRACTOR** (its officers, employees, agents, and any other persons working in **THE CITY OF PASIG's** behalf) solely for the purpose of performing the Services specified in this Contract and not for any other purpose, and the **CONTRACTOR** (its officers, employees, agents, and any other persons acting on the **CONTRACTOR's** behalf) will not disclose the Confidential Information, in whole or in part, for any other purpose.
3. Copies or reproductions of the disclosed Confidential Information shall be made only to the extent and purpose of performing the **CONTRACTOR's** Services under this Contract. Access to disclosed Confidential Information shall be limited by the **CONTRACTOR** to only those officers, employees, agents, and other persons acting on the **CONTRACTOR's** behalf who are necessary for the performance of the Services under this Contract.
4. In the event that the **CONTRACTOR** (its officers, employees, agents, and any other persons acting on the **CONTRACTOR's** behalf) is required by law to disclose any information supplied to the **CONTRACTOR** pursuant to this Service Contract, the **CONTRACTOR** will provide **THE CITY OF PASIG** with prompt prior written notice of such requirement so that **THE CITY OF PASIG** may seek an appropriate protective order/measure. In the event that **THE CITY OF PASIG** fails to secure the appropriate order/measure, the **CONTRACTOR** shall disclose only that portion of the Confidential Information it is legally compelled to disclose.

5. All confidential Information disclosed by **THE CITY OF PASIG** to the **CONTRACTOR** (its officers, employees, agents, and any other persons acting on the **CONTRACTOR**'s behalf) shall remain **THE CITY OF PASIG**'s property.
6. Upon termination of this Contract, the **CONTRACTOR** shall return all tangible Confidential Information furnished by **THE CITY OF PASIG**. The **CONTRACTOR** will also destroy all written material, memoranda, notes, and other writings or recordings whatsoever prepared by it based upon, containing, or otherwise reflecting any Confidential Information.
7. Any Confidential Information that is not returned or destroyed, including any oral Confidential Information, shall remain subject to the confidentiality obligations herein even after the termination of this Contract until such Confidential Information is returned to **THE CITY OF PASIG** or destroyed by the **CONTRACTOR**. Any oral Confidential Information shall not be repeated to any third party by the **CONTRACTOR** (its officers, employees, agents, and any other persons acting on the **CONTRACTOR**'s behalf) even after the termination of the Contract.
8. **THE CITY OF PASIG** (its officers, employees, agents, and any other persons acting on **THE CITY OF PASIG**'s behalf) shall not be liable to the **CONTRACTOR** (its officers, employees, agents, and any other persons acting on the **CONTRACTOR**'s behalf) or to any third party for any damage or injury resulting from the **CONTRACTOR**'s use of the disclosed Confidential Information.
9. The **CONTRACTOR** acknowledges and agrees that monetary damages would not be a sufficient remedy for any breach of this Confidentiality Clause by the **CONTRACTOR** (its officers, employees, agents, and other persons acting on the **CONTRACTOR**'s behalf) and that **THE CITY OF PASIG** shall be entitled to specific performance including injunctive relief, as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for breach of this Confidentiality Clause but shall be in addition to all other remedies available at law or equity. The **CONTRACTOR** agrees to reimburse **THE CITY OF PASIG** for costs and expenses (including without limitation attorney's fees) incurred by **THE CITY OF PASIG** in connection with the enforcement of this Confidentiality Clause.
10. The obligations stated in this Confidentiality Clause shall also apply to Confidential Information negligently, unintentionally or inadvertently disclosed by **THE CITY OF PASIG** (its officers, employees, agents, and any other persons acting on the **CONTRACTOR**'s behalf) and to disclosures made by **THE CITY OF PASIG**'s officers, employees, agents, and other persons ordinarily acting on **THE CITY OF PASIG**'s behalf or, in breach of his/her obligation or duty to **THE CITY OF PASIG**.

ARTICLE X
TAXES AND LICENSES

All amounts, claims, and expenses pertaining to licenses, permits, registrations or renewals thereof, required by the appropriate government entities for the Services performed under Contract shall be for the exclusive account of the **CONTRACTOR**.

ARTICLE XI
NO EMPLOYER-EMPLOYEE RELATIONSHIP

There shall be no employer-employee relationship between **THE CITY OF PASIG** and the employees of the **CONTRACTOR**. The **CONTRACTOR** shall have the entire charge, control and supervision of the performance of the Services herein agreed upon. Any damage, accident, injury, or sickness of any kind, or death that may occur to any employee of the **CONTRACTOR** during the time and consequent to the performance of the work under this Service Contract shall likewise be the **CONTRACTOR's** responsibility.

The **CONTRACTOR** shall be responsible for all acts and omissions of its agents, personnel, and all persons allowed by it to have access to **THE CITY OF PASIG's** premises, for any injury which may be caused to persons or property while remaining in any part of **THE CITY OF PASIG's** premises.

The **CONTRACTOR** further binds itself to hold **THE CITY OF PASIG** free and harmless from any claim on account of the aforementioned injury or damage.

ARTICLE XII
MISCELLANEOUS PROVISIONS

1. In the event that facts and circumstances arise or are discovered which render this Service Contract disadvantageous to the Government, the **PARTIES** hereto agree immediately to re-negotiate its terms and conditions, or at the option of **THE CITY OF PASIG**, terminate the same.
2. This Service Contract, and all the rights and interests herein, may not be assigned or sub-contracted to another without the consent of the other party.
3. All notices and other communications provided for or permitted hereunder shall be in writing and sent to the **PARTIES** at their respective addresses as indicated in this Service Contract.
4. If any provision hereof is prohibited or made unenforceable under any applicable law or by a competent court or authority, the same shall not

affect any other provision of this Service Contract, which is/are otherwise valid and enforceable.

5. The **PARTIES** agree to abide by these terms and conditions in good faith.
6. The relationship between the **PARTIES** shall be limited to the performance of the terms and conditions of the Service Contract. Nothing in this Service Contract shall be construed to create a general partnership between the **PARTIES**, or to authorize any party to bind the other except as set forth in this Contract, or to borrow money on behalf of another party, or to use the credit of any party for any purpose other than what has been set forth herein.
7. Any right or remedy conferred by this Service Contract upon the **PARTIES** shall not be exclusive of any other right or remedy, whether under this Service Contract or provided or permitted to the **PARTIES** at law or in equity, but each right or remedy shall be cumulative of every other right or remedy available to them.
8. This Service Contract constitutes the entire agreement between the **PARTIES** pertaining to the subject matter contained in it, and supersedes all prior and contemporaneous acts, contracts, representations, warranties, and understandings of the **PARTIES**. No supplement, variation or amendment of this Service Contract shall be binding unless executed in writing by all the **PARTIES** thereto.
9. No waiver of any of the provisions of this Service Contract shall be deemed, or shall constitute a waiver of any other provision, whether similar or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless in writing and signed by the party making the waiver.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines.

CITY OF PASIG

By:


VICTOR MA REGIS N. SOTTO
City Mayor

**NEONOTION EVENTS
MANAGEMENT**

By:


DENIL EDBERT B. SAMONTE
Owner

WITNESSES:

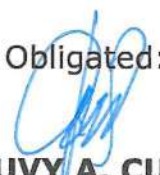
(Printed Name and Signature)

(Printed Name and Signature)

Recommending Approval:

Funds Obligated:


SOLLEEN GAIL A. DE GUZMAN
Officer in Charge
Local Youth Development Office


MS. JUVY A. CUENCO
City Accountant
100-2024-03-0019-1011-A47



ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the City of **PASIG CITY**, on this day of **02 APR 2024**, 2024, personally appeared:

Name	Government ID	Issue and Expiry Date
DENIL EDBERT B. SAMONTE	National ID 4208-4785-6311-6120	12-22-2022

Known to me to be the same person who executed the foregoing Contract of Lease consisting of Ten (10) 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. 60
Page No. 13
Book No. XII
Series of 2024.

ATTY. NEIL TANLANGIT ALBOPERA
NOTARY PUBLIC
Until December 31, 2025

Pasig City and in the Municipality of Pateros, Metro Manila
PTR No. 1357690 / Pasig City/01 -02-2024
IBP No. 325487; 12/06 /2023 (MD for 2024)
Admitted to the Philippine Bar on 04/12/2022
Roll of Attorney No. 76228
TIN No. 242 -007-260-000
G/F Pasig City Hall, Ergy. San Nicolas, Pasig City
Appointment No. 58 (2024-2025)
Cellphone : 0977 -634-4229

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in the City of Pasig on this day of **APR 04 2024**, 2024, Personally appeared Victor Ma. Regis N. Sotto, known to me and to be is known 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 Ten (10) pages, including this page in which this Acknowledgment is written and duly signed by the Parties.

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

Doc. No. 3166
Page No. 76
Book No. 7
Series of 2024.

ATTY. GERALD P. RUBIO
Notary Public-Pasig City, San Juan and Pateros
Until December 31, 2024
ROLL NO. 1083
IBP NO. 354103
PTR NO. 1504028
APPOINTMENT NO. 276 (2023-2024)
MCLE EXEMPTION NO. VIII-BEP002249
TIN NO. 242-010-755

Omnibus Sworn Statement (Revised)
[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF **PASIG CITY** S.S.

AFFIDAVIT

I, **DENIL EDBERT B. SAMONTE**, of legal age, **Single, Filipino**, and residing at **1 E Angeles St. Sagad Pasig City**, after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

[If a sole proprietorship:] I am the sole proprietor or authorized representative of **NEONOTION EVENTS MANAGEMENT** with office address at **1 E Angeles St. Sagad Pasig City**;

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of **NEONOTION EVENTS MANAGEMENT**, I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for **PRODUCTION SERVICES FOR CULTURAL OUTREACH MUSICAL- LOCAL YOUTH DEVELOPMENT OFFICE** of the **CITY GOVERNMENT OF PASIG** as shown in the attached duly notarized Special Power of Attorney;

3. **NEONOTION EVENTS MANAGEMENT** is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. **NEONOTION EVENTS MANAGEMENT** is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;


6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. **NEONOTION EVENTS MANAGEMENT** complies with existing labor laws and standards; and

8. **NEONOTION EVENTS MANAGEMENT** is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
- Carefully examining all of the Bidding Documents;
 - Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - Inquiring or securing Supplemental/Bid Bulletin(s) issued for the **PRODUCTION SERVICES FOR CULTURAL OUTREACH MUSICAL- LOCAL YOUTH DEVELOPMENT OFFICE for the CITY GOVERNMENT OF PASIG.**
9. **NEONOTION EVENTS MANAGEMENT** did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at **PASIG CITY**, Philippines. **01 APR 2024**


DENIL EDBERT B. SAMONTE
Neonotion Events Management
Chief Executive Officer

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

Doc. No.: 35
Page No.: 8
Book No.: XIII
Series of: 2024

ATTY. NEIL T. ALBOPERA
NOTARY PUBLIC
Until December 31, 2025
Pasig City and in the Municipality of Pateros, Metro Manila
PTR No. 1357620 / Pasig City/01 -02-2024
IBP No. 325487; 12/06 /2023 (MD for 2024)
Admitted to the Philippine Bar on 04/12/2022
Roll of Attorney No. 76228
TIN No. 242-007-260-000
G/F Pasig City Hall, Brgy. San Nicolas, Pasig City
Appointment No. 58 (2024-2025)
Cellphone No. 0977 -634-4229



PASIG

PROCUREMENT MANAGEMENT OFFICE

ANNEX "A"

REQUEST FOR QUOTATION/INVITATION FOR NEGOTIATION

Date	: 27 March 2024
Project Title	: Production Services for Cultural Outreach Musical- Local Youth Development Office
Request for Quotation (RFQ) No.	: 100-24-03-452
Approved Budget for the Contract (ABC)	: Two Million Three Hundred Ninety-Five Thousand Pesos (PHP 2,395,000.00)
Deadline and Place for the Submission of Quotation	: Please submit the accomplished Quotation and required documents not later than 1 April 2024, 1:15 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: <ol style="list-style-type: none">1. Title and reference number of the project (RFQ No.); and2. Name, address and contact details (telephone/celiphone number and email address) of the bidder.
Date, Time and Place of the Negotiation	: 01 April 2024, 1:30 PM, 7th Floor, Meeting Room, Pasig City Hall, San Nicolas, Pasig City

Sir / Madam:

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/quotation.

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 at bidsandawards@pasigcity.gov.ph

Thank you.

SGD

ATTY. BEA THERESE P. VILLANUEVA
Officer in Charge, Procurement Management Office



TECHNICAL SPECIFICATIONS/ SCOPE OF WORK AND GENERAL CONDITIONS OF THE PROJECT

Production Services for Cultural Outreach Musical- Local Youth Development Office							
Item No.	Qty	Unit of Issue	Item Description	Approved Budget		Price Offer	
				Unit Cost	Total Cost	Unit Cost	Total Cost
1	1	lot	Konsyerto Kabataan HINDI ITO SENAKULO (A Cultural Outreach Musical), Stage Set-up and Design Lighting and Sound System Casting and Reahersals Costume and Make-up Promotional Material Logitics and Transportation Safety and Compliance Cultural Sensitivity Training Post-Event Reporting *Please see the attached Terms of Reference.	2,395,000.00	2,395,000.00	2,395,000.00	2,395,000.00
Grand Total Cost				PHP 2,395,000.00		Php 2,395,000.00	
				Two Million Three Hundred Ninety-Five Thousand Pesos		Two Million Three Hundred Ninety Five Thousand Pesos only	
Delivery Period: Please refer to the Terms of Reference							
Payment Term: Payment shall be processed within forty-five (45) days upon completion of delivery of all items or services, submission of all required documents, and issuance of end-user's certificate of acceptance.							

PRICE OFFER: (Unit and Total Prices shall be rounded-off up to two (2) decimal places)

ADDITIONAL REQUIREMENTS:

Together with your quotation, kindly submit the following documents on the date of negotiation:

1. Philippine Government Electronic Procurement System (PhilGEPs) Registration/Organization Number or PhilGEPs Platinum Certificate of Registration and Membership;
2. 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.
3. 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:

1. 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.
2. Latest Business Tax Return - refers to the Value Added Tax (VAT) or Percentage Tax returns covering the previous six (6) months.
4. Document showing proof of authorization, e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture or a Special Power of Attorney (SPA) in case of sole proprietorships for situations where the signatory is not the sole proprietor/owner.
5. Accomplished and notarized Omnibus Sworn Statement (Form can be downloaded thru <https://www.gppb.gov.ph/downloadable-forms/#tab-61412>)

NOTES:

1. Bidders shall submit their quotations through their duly authorized representatives.
2. Quotations submitted exceeding the Approved Budget for the Contract shall be rejected.
3. The quotation may be accepted immediately or after some negotiations.
4. The prices quoted are to be paid in Philippine Currency.
5. All prices quoted are **INCLUSIVE** of all applicable duties, government permits, fees, and other charges relative to the acquisition and delivery of items to the City Government of Pasig.
6. In case of price discrepancy over the amounts in words and in figures, the amount in words will prevail.
7. Any interlineations, erasures or overwriting shall be valid only if they are signed or initialed by you or any of your duly authorized representative/s.
8. The City Government of Pasig shall have the right to inspect and/or to test the goods to confirm their conformity to the technical specifications.
9. Presentation of items that need demonstration or actual sample of the product may be requested.
10. The supplier agrees to pay a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the unperformed portion for everyday of delay, including non-working days (i.e. Saturday and Sunday), legal holidays or special non-working holidays. The City Government of Pasig may rescind the contract once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, without prejudice to other courses of action and remedies open to it.
11. Other terms and conditions are stipulated in the attached Terms of Reference, if any.
12. 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 2015 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

I hereby certify that I have read and agree to this Request for Quotation and its Terms of Reference, if any. I further certify that the products or service to be delivered will conform to the specifications stated in the Item Description.

Conforme:



Denil Edbert B. Samonte
Signature over printed Name

Chief Executive Officer
Position

Duly authorized to sign quotation/offer for and on behalf
of Neonotion Events Management *(Please indicate name of company)*



PASIG

LOCAL YOUTH DEVELOPMENT OFFICE

ANNEX "A"

**TERMS OF REFERENCE
PRODUCTION COMPANY FOR
KONSYERTO KABATAAN
"HINDI ITO SENAKOLO"
(A Cultural Outreach Musical)**

DETAILS OF EVENT

Date: April 8-13, 2024
Time of Event Proper: 6-day period
Ingress/Egress: To be arranged as per the production schedule
Venue: PLAZA RIZAL PASIG CITY
Duration: 6-Day Performance

SCOPE OF SERVICES NEEDED

- a. Stage Set-up and Design
 - Appropriate stage for a theatrical performance.
 - Inclusive of backdrop, props, and any thematic elements.
- b. Lighting and Sound System
 - Professional-grade lighting and sound equipment.
 - Adequate for the venue and nature of the performance.
- c. Casting and Rehearsals
 - Casting services for actors.
 - Schedule and conduct rehearsals.
- d. Costume and Makeup
 - Provision of costumes and makeup as per the play's requirements.
 - Quality and culturally appropriate designs.
- e. Promotional Material
 - Creation and distribution of promotional materials.
 - Coordination with local media for publicity.
- f. Logistics and Transportation**
 - Coordination of logistics and transportation for equipment, cast, and crew.
- g. Safety and Compliance
 - Ensuring safety standards are met.
 - Compliance with local regulations for events.
- h. Cultural Sensitivity Training
 - Training for cast and crew on cultural sensitivity related to the play's themes.
- i. Post-Event Reporting
 - Comprehensive report on the event's success, audience feedback, and financial accounting.





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BUDGET AND PAYMENT TERMS/ TIMELINE

I. DURATION OF METHODOLOGIES

The project is broken down into two main timelines:

- REHEARSALS
Upon the issuance of the Notice to Proceed
- PERFORMANCES
April 8-13, 2024 / 8 PM
Pasig City PLAZA RIZAL
- HANDPICKED:
Theater actors for main and supporting characters
Main actors should provide a profile
- CASTING:
24 casts from the members of PASIG CITY CHORALE who will serve as KORO and backup dancers

II. PERFORMANCE OBJECTIVE

By the conclusion of "HINDI ITO SENAKULO," participants and the audience will have engaged in a transformative experience that not only entertains but also educates and invokes deep reflection on personal faith, societal values, and the human condition. Specifically, the performance aims to:

1. Demonstrate Artistic Excellence:

Showcase a high level of artistic and technical skill across all elements of the production, including acting, music, dance, set design, and lighting. The performance will be a testament to the talent and creativity of the local arts community, setting a standard for future cultural presentations.

2. Foster Emotional Engagement and Reflection:

Elicit a strong emotional response from the audience, encouraging them to reflect on the themes of faith, redemption, and resilience as depicted through the narrative and characters' journeys. The performance aims to resonate on a personal level, allowing viewers to draw parallels to their own experiences and beliefs.

3. Promote Cultural Awareness and Appreciation:

Enhance audience understanding and appreciation of Filipino cultural traditions and contemporary challenges. Through its innovative approach to storytelling, the play will highlight the richness of Philippine culture and its relevance in addressing modern-day issues.

4. Encourage Dialogue and Community Discourse:

Spark conversations among viewers regarding the themes explored in the play, such as faith in the face of adversity, the role of art in society, and the importance of forgiveness and



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understanding. The performance seeks to serve as a catalyst for dialogue, promoting a more empathetic and cohesive community.

5. Achieve Inclusivity and Diversity:

Reach a diverse demographic of audience members, ensuring that the play is accessible to people from different backgrounds, beliefs, and life experiences. Through inclusive storytelling and representation, the performance aims to bridge cultural and social divides, fostering a sense of unity and shared humanity.

6. Inspire Action and Personal Growth:

Motivate individuals to reflect on their own values and behaviors, inspiring positive change and personal growth. The play aims to leave a lasting impact on viewers, encouraging them to consider their role in their communities and how they can contribute to a more compassionate and understanding world.

The success of these objectives will be measured through audience feedback, reviews, and post-performance discussions, as well as the observed impact on community engagement and cultural conversations in the weeks and months following the performances.

III. PROGRAM ACTIVITIES

- PRE-PRODUCTION
 - Planning, scripting, casting, staffing, audition, story conference, etc.
- REHEARSALS:
 - Upon the issuance of the Notice to Proceed
- PRODUCTION / PERFORMANCES
 - April 8-13, 2024 / 8pm
 - Pasig City Plaza Rizal



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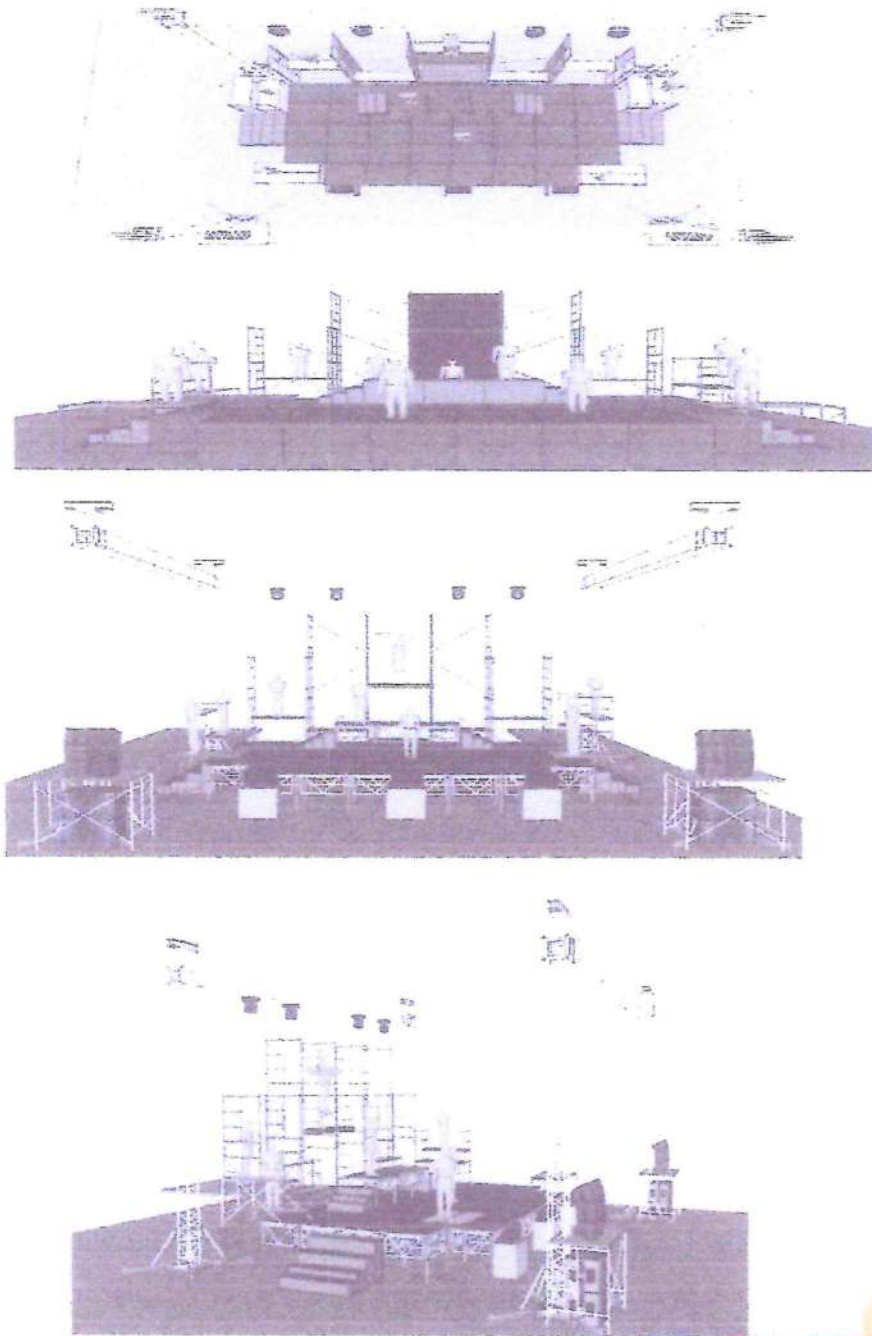




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THIS TYPE OF STAGE MUST BE FOLLOWED:





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AUDIO

QTY	UNITS	DESCRIPTION
4	units	RCFHDL 50 Active 3-way Line Array System 8,000 watt Peak
2	units	RCF ART310 Active 2-way 10" Speaker 800 watt
2	units	RCF TTS28a Active Subwoofer dual 18" 2,000 watt
2	units	RCF Sub9007a Active Subwoofer dual 21" 7,200 watt Peak
4	units	Audiocenter SA312 Active 2-way 12" Speaker
1	unit	MIDAS M32R LIVE 40-ch Digital Mixing Console
2	sets	Wireless Handheld Microphone
10	sets	Wireless Lapel Microphone
1	set	EARTEC Wireless Comms

LIGHTS

QTY	UNITS	DESCRIPTION
28	pcs	LUMILITES LED PAR SLIM 84*W RGB FULL COLOR
8	pcs	LUMILITES LED PAR SLIM 84*3W WHITE+AMBER
4	pcs	LUMILITES STORMY
8	pcs	AEROLITES Sharpy Moving Heads
2	pcs	Follow Spot
1	unit	Smoke Machine
1	unit	AVOLITES 2010 Lighting Controller

ROOFING

QTY	UNITS	DESCRIPTION
2	pcs	30cm x 30cm x 150cm Aluminum Truss
8	pcs	30cm x 30cm x 300cm Aluminum Truss
8	pcs	35cm x 45cm x 300cm Aluminum Truss
4	pcs	SLEEVE Block
4	pcs	Double Base
4	pcs	Mechanical Hoist
1	lot	20' x 40' CANVAS ROOFING Scaffolding

STAGE

QTY	UNITS	DESCRIPTION
22	pcs	4' x 8' x 4' Wood/Steel Boar





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STAGE

QTY	UNITS	DESCRIPTION
22	pcs	4' x 8' x 4' Wood/Steel Boar





IV. BUDGETARY REQUIREMENTS

I. STAFF TALENT FEE PACKAGE INCLUDING TDR	
1. DIRECTOR	100,000
2. PLAYWRIGHT	70,000
3. STAGE MANAGER 1 & ASST. DIRECTOR	50,000
4. STAGE MANAGER 2	30,000
5. PRODUCTION MANAGER	30,000
6. MUSICAL DIRECTOR	80,000
7. CHOREOGRAPHER	80,000
8. STAGE DESIGNER	30,000
9. PROPS & COSTUME DESIGNER	30,000
10. LIGHTING DESIGNER	30,000
11. HAIR & MAKE-UP ARTIST	30,000
12. SPINNER	25,000
13. LIGHTING ASSISTANT	25,000
14. TECHNICAL RIDER	25,000
TOTAL STAFF TALENT FEE PACKAGE INCLUDING TDR	635,000
II. MAIN ACTORS TALENT FEE 6 performances, 1 technical rehearsal	
1. LEAD ACTOR 1 (JESUS/JUDAS)	30,000
2. LEAD ACTOR 2 (DIRECTOR)	21,000
3. LEAD ACTOR 3 (JUDAS)	21,000
4. LEAD ACTORS 4 (PILATE)	21,000
5. LEAD ACTOR 5 (HEROD)	21,000
6. LEAD ACTRESS 1 (MAGDALENE)	21,000
7. LEAD ACTRESS 2 MARY/ WRITER	21,000
8. LEAD ACTRESS 3 MOTHER	21,000
TOTAL MAIN ACTORS TALENT FEE 6 performances, 1 technical rehearsal	177,000
III. CHORAL/DANCERS (24 members)	
1. 12 FEMALES	67,200
2. 12 MALES	67,200
TOTAL CHORAL/DANCERS (24 members)	134,400
IV. FOOD ALLOWANCE 7 staff 8 main actors 24 choral/dancers) = 39 pax	
1. REHEARSALS	80,000
2. PERFORMANCES	25,000
3. CARETAKERS (tents, lights, scat crew)	18,600
TOTAL FOOD ALLOWANCE 7 staff 8 main actors 24 choral/dancers) = 39 pax	123,600
V. TRANSPORTATION ALLOWANCE (7 staff, 6 main actors, 24 choral/dancers) = 39 pax	
1. STAFF (7)	20,000
2. MAIN ACTORS (6)	40,000
3. CHORAL DANCERS (24)	85,000
TOTAL TRANSPORTATION ALLOWANCE (7 staff, 6 main actors, 24 choral/dancers) 39 pax	145,000





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VI. STAGE TECHNICAL RENTALS, PROPS & COSTUME	
1. STAGE CONSTRUCTION	300,000
2. LIGHTS, SOUND & LAPEL RENTAL	600,000
3. PROPS & COSTUME	140,000
4. TENTS, GENERATOR & GAS (8 days)	140,000
TOTAL STAGE TECHNICAL RENTALS, PROPS & COSTUME	1,180,000

SUMMARY OF EXPENSES	
I. STAFF TALENT FEE including TDR	635,000
II. MAIN ACTORS TALENT FEE	177,000
III. CHOIR & DANCERS TF	134,400
IV. FOOD ALLOWANCE	123,600
V. TRANSPORTATION ALLOWANCE	145,000
VI. STAGE, TECH RENTALS, PROPS & COSTUME	1,180,000
GRAND TOTAL	2,395,000

QUALIFICATIONS OF THE PRODUCTION COMPANY

The entity must have a proven track record and specialized expertise in the field required by the project. Has an extensive portfolio, highlighted by projects, and demonstrates their capability to manage complex artistic and cultural endeavors. Demonstrated capability in managing budget and resources efficiently. They should have a team's diverse skill set, evidenced by the profiles of key members that underscore their proficiency in executing a production that demands artistic excellence and cultural sensitivity Philgeps registered.

Prepared by:

COLLEEN GAIL A. DE GUZMAN
OIC – LOCAL YOUTH DEVELOPMENT OFFICE

HON. MARION ROSALIO M. MARTIRES
Committee Chairperson Appropriations, Ways and Means

Reviewed By:

ATTY. BERNICE C. MENDOZA
Executive Assistant V
Office of the City Mayor

