

## CONTRACT OF LEASE OF PRIVATE VENUE

This Contract of Lease of Private Venue (the "Contract") is made and entered into this 1<sup>st</sup> day of December 2025, by and between:

**DEVELOPMENT BANK OF THE PHILIPPINES**, a financial institution created and operating pursuant to the provisions of Executive Order No. 81 dated December 6, 1986, otherwise known as the 1989 Revised Charter of the Development Bank of the Philippines, as amended by Republic Act No. 8523, with principal office at the DBP Building, Sen. Gil J. Puyat corner Makati Avenues, Makati City, Philippines, herewith represented by its the Head, Enterprise Information Management Department,

**1**, and hereinafter referred to as the "**DBP**,"

- and -

**ESTANCIA RESORT HOTEL**, a domestic corporation organized and existing under and by virtue of the laws of the Philippines, with office address at Zone II Brgy. San Jose, Tagaytay City, Cavite 4120, Philippines, herein represented by its Reservations Officer, **Ms. Marife B. Ocila**, and hereinafter referred to as the "**LESSOR**"

Collectively referred to as the "**Parties**";

### WITNESSETH THAT:

**WHEREAS**, DBP, through its Information and Communications Technology Sector – Enterprise Information Management Department, will hold its 2025 Planning Conference and Team Building (the "Conference") on 04 December 2025 to 05 December 2025, and thus requires certain facilities, venue, amenities, food and beverages for the aforesaid activity (the "**Services**");

**WHEREAS**, the LESSOR, a PhilGEPS-registered provider, represents that it has the necessary facilities and ability to provide the necessary Services for the Conference;

**WHEREAS**, in a negotiated procurement for the lease of real property and venue conducted in accordance with Section 53.10 of the Revised Rules and Regulations of R.A. 9184, otherwise known as the "Government Procurement Reform Act", the LESSOR was adjudged as having the lowest calculated and responsive bid;

**WHEREAS**, the LESSOR has agreed to provide Services for the Conference in conformity with the Notice of Award dated 25 November 2025; and,

**NOW THEREFORE**, for and in consideration of the foregoing premises, and of the mutual covenants and stipulations hereinafter set forth, the Parties hereby agree, and by these presents, bind themselves, to wit:

### Article I SCOPE OF WORK

1. The LESSOR shall provide the required facilities, venue, food and beverages and other related amenities required for the Conference on 04 December 2025 to 05 December 2025.
2. The complete scope of work of the LESSOR shall include the provision of venue, room accommodations, food and beverages, room amenities, seminar amenities, and other facilities good for at least thirteen (13) persons.

## **Article II PRICE AND PAYMENT**

1. **CONTRACT PRICE.** For and in consideration of this Contract, DBP shall pay the amount of **PESOS: Twenty-Five Thousand Eight Hundred-Fifty Pesos (₱25,850.00)**, inclusive of all taxes, hereinafter referred as the "Contract Price."

The **Expanded Withholding Tax (EWT)** due to the government shall be withheld by the DBP from any payment made to the LESSOR. The EWT deducted by DBP shall be at the rate prescribed by the Bureau of Internal Revenue (BIR), and shall be remitted directly to the BIR. It shall be indicated in the creditable withholding tax return to be filed with the BIR that the tax being withheld is to be credited to the LESSOR. The **Certificate of Creditable Tax Withheld** at Source shall be submitted by DBP to LESSOR within fifteen (15) calendar days from receipt of payment by the LESSOR.

2. **OUT OF POCKET EXPENSES.** Out of pocket expenses, if any, will be shouldered by DBP, subject to its and the Commission on Audit's existing policies.

## **Article III LIABILITY CLAUSE**

1. Any and all claims, liabilities, damages, suits, or causes of action of whatever nature or kind, now or hereafter arising from or in connection with this Contract, including but not limited to those resulting out of or as a consequence of the acts of employees, personnel, or representatives of LESSOR, shall be for the account of LESSOR. LESSOR shall indemnify DBP, its directors, officers, employees, successors, and assigns against, and hold them free and harmless there from. The obligations of LESSOR under this provision shall survive the termination of this Contract.
2. In case the LESSOR is unable to comply with the terms and conditions of this Contract or fails to satisfactorily deliver the Services on time inclusive of duly granted time extensions, if any, DBP shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%), DBP may rescind or terminate this Contract pursuant to Section 5 hereof, without prejudice to other courses of action and remedies open to it.
3. Any and all claims, liabilities, damages, suits, or causes of action of whatever nature or kind, now or hereafter arising from or in connection with this Contract, including but not limited to those resulting out of or as a consequence of the acts of employees, personnel, or representatives of the

LESSOR, shall be for the account of the LESSOR. The LESSOR shall indemnify DBP, its directors, officers, employees, successors, and assigns against, and hold them free and harmless therefrom. The obligations of the LESSOR under this provision shall survive the termination of this Contract.

#### **Article IV**

#### **RIGHT TO AUDIT AND CORRECTIVE ACTION CLAUSES**

1. The LESSOR agrees that it shall give DBP, the BSP, and other regulatory agencies the right to audit/examine the/access to the (i) necessary information regarding the Services in order for DBP, BSP, or such other regulatory agencies to fulfill their respective responsibilities; (ii) the operations of the LESSOR in order to review the same in relation to the Services; and, (iii) necessary financial information of the LESSOR.
2. The LESSOR agrees that DBP shall have the right to conduct LESSOR's performance assessment with respect to its Services based on established metrics, which shall be provided to the LESSOR upon signing of this Contract.
3. The LESSOR warrants that it shall be required to immediately take the necessary corrective measures to satisfy the findings and recommendations of the BSP examiners and those of the internal and/or external auditors of DBP.

The immediately preceding fiscal/calendar year-end was last independent and/or third-party audit/review upon DBP.

#### **Article V**

#### **DATA PROTECTION AND SEGREGATION**

1. Unless prohibited by applicable law, the LESSOR may disclose DBP Information to third parties providing services on its behalf who may collect, use, transfer, store or otherwise process it (collectively "Process") in the various jurisdictions in which they operate either for purposes related to the provisions of the Services, and/or to comply with regulatory requirements, to check conflicts, for quality, risk management or financial accounting purposes and/or the provision of other administrative support services (collectively "Process Purposes"), provided that the written consent of DBP has been secured, and provided further that the LESSOR, its affiliates and third parties to whom the confidential information were disclosed shall strictly adhere to the confidentiality of the information. The LESSOR shall be responsible for maintaining the confidentiality of DBP Information.
2. Whenever applicable in performing its obligations under this Contract, the LESSOR shall, at all times, comply with the provisions of Republic Act No. 10173 or "the Data Privacy Act of 2012," its Implementing Rules and Regulations, and all other laws and government issuances which are now or will be promulgated relating to data privacy, segregation and the protection of personal information.
3. The LESSOR has likewise executed DBP Data Privacy Consent Form as attached in Annex "B" hereof.

#### **Article VI**

#### **CONFIDENTIALITY**

1. Neither Party, including its respective employees/personnel, shall disclose, divulge or communicate to any person, entity or any third party, matters/information/data concerning the other Party which have been directly or indirectly acquired in the course of this Contract. Exceptions may, however, be permitted but shall necessitate a written consent provided by the concerned Party unless any such disclosure is:
2. Pursuant to or required by existing laws, rules or regulation or jurisprudence; by any legal process, governmental, judicial or other governmental action and or a regulatory/supervisory body, such as the Bangko Sentral ng Pilipinas (BSP), Commission on Audit (COA), among others; and,
3. Upon lawful order of a court of competent jurisdiction.

In case of breach of this confidentiality Contract, the offending Party shall compensate the offended Party for the damages and liabilities sustained by the latter.

In the event of any violation of R.A. 1405 (the "Bank Secrecy Law"), the Parties shall be solidarily liable, thus the Bank may take action against the LESSOR for breach of confidentiality or any form of disclosure of Confidential Information, and the LESSOR may be held liable for the applicable penalties as may be provided by prevailing laws, rules and regulations.

#### **Article VII**

#### **ACKNOWLEDGEMENT OF TRANSPARENCY OF TRANSACTION**

1. The LESSOR acknowledges that in addition to other prevailing/applicable Philippine laws, rules and regulations, DBP has an existing Code of Ethics, which prohibits any gift, fee, commission or benefit in favor of any of DBP's officers and/or employees and/or any other persons to be given as a condition to, or as an additional consideration for, the award of the Contract to the LESSOR. The LESSOR further acknowledges that under DBP's Code of Ethics and other prevailing rules and regulations, DBP's personnel have the duty to report to superior officers any possible violation of the policy. Furthermore, the LESSOR commits itself to conduct its business professionally and ethically by equally abiding by the provisions of DBP's Code of Ethics, particularly the norms of conduct and the rules on conflict of interest, insofar as applicable to the LESSOR's nature of business and for the duration of its business relationship with the DBP.
2. Furthermore, in compliance with the Section 47 of R.A. 9184 or the "Government Procurement Reform Act" as well as the provisions on Conflict of Interest under DBP's Code of Ethics, the LESSOR warrants that it is not related to any of the directors of DBP, members of the Bids and Awards Committee, the Technical Working Group (if any), the head of DBP's Conference management office and Conference consultants (if any), end-user or implementing unit, by consanguinity or affinity up to the third civil degree.
3. The LESSOR is aware that DBP is a government-owned corporation and that the receipt by any of DBP's officers and/or employees and/or other persons, as well as the giving by the LESSOR, unless opportunely disclosed pursuant to the provisions of (Presidential Decree No. 749) of such gift, fee or commission, are crimes punishable under the provisions of the Anti-Graft and Corrupt Practices Act (R.A. No. 3019), Title VII of the Revised Penal Code on Crimes Committed by Public Officers, the Code of Conduct and Ethical

Standards for Public Officers and Employees (R.A. No. 6713), the Plunder Law (R.A. No. 7080), as well as under other applicable laws and governing presidential decrees.

## **Article VIII MISCELLANEOUS**

### **1. EFFECTIVITY/TERMINATION**

This Contract shall take effect upon signing hereof and shall continue to be in force and effect until the full completion of the Services.

### **2. MATERIALITY OF OUTSOURCING ARRANGEMENT**

Pursuant to BSP Circular No. 1137, series of 2022 amending Section 112 of the Manual of Regulations for Banks, the Services outsourced herein are considered non-material, hence the requirement for prior approval of the BSP is not applicable.

3. **ASSIGNMENT.** Without prior written consent of DBP, the LESSOR shall not assign all or any part of this Contract to any other party, except to its successors or assigns, provided that prior written notice of such use and/or assignment is given to DBP.

4. **GOVERNING LAW AND VENUE OF ACTIONS.** This Contract and the performance of transactions under it shall be governed by the laws of the Republic of the Philippines. Venue of all actions arising from this Contract shall be brought exclusively to the exclusive jurisdiction of the appropriate courts of Makati City, Philippines.

5. **FORCE MAJEURE.** Neither of the Parties shall be in default or liable for any delay or failure to comply with this Contract due to any act or condition beyond the control of the affected Party, excluding labor disputes, provided such Party immediately notifies the other.

Either of the Parties shall be released from its obligations under this Contract to the extent that the Party is prevented from performing them by circumstances beyond its control.

6. **HEADINGS, TITLES, AND LABELS.** The articles, sections, and subsections in this Contract are provided for reference only and are not intended to be a part of, or to affect the meaning or interpretations of this Contract.

7. **WAIVER.** An effective waiver under this Contract must be in writing signed by the Party waiving its right. A waiver by either of the Parties or any instance of the other's non-compliance with any obligation or responsibility under this Contract shall not be deemed a waiver of subsequent instances.

### **8. SUBMISSION OF TAX CLEARANCE**

As required under Executive Order (EO) 398, the LESSOR shall submit income and business tax returns duly stamped and received by the Bureau of Internal Revenue before entering into and during the effectivity of this Contract. The LESSOR, through its responsible officer/s, shall also certify under oath that it is free and clear of all tax liabilities to the government. The

LESSOR shall pay taxes in full and on time and that failure to do so will entitle DBP to suspend or terminate this Contract.

#### 9. ENTIRE CONTRACT

Both Parties acknowledge that this Contract and the relevant Annexes constitute the entire Contract between them and shall completely supersede all other prior understandings, previous communications or contracts, oral or written, between the Parties relating to the subject matter hereof.

#### 10. OGCC REVIEW

The Parties agree to supplement/amend/restate this Contract, including all its amendments/supplements, to incorporate the comments/revisions, if any, of the Office of the Government Corporate Counsel, with effect from the date of signing thereof.

11. The Parties acknowledge that they have read this Contract, understood them, and agreed to be bound by their terms and conditions. Further, the Parties agree that this Contract, and any statement of work and change authorization are complete and exclusive statements of the Contract between the Parties, superseding all proposals or other prior Contracts, oral or written, and all other communications relating to the subject.

#### DEVELOPMENT BANK OF THE PHILIPPINES

By:

**(SIGNED)**

The Head, Enterprise Information Management Department

#### ESTANCIA RESORT HOTEL

By:

**MS. MARIFE B. OSILA**

Reservations Officer

#### SIGNED IN THE PRESENCE OF:

**(SIGNED)**

MARIFE B. OSILA

**(SIGNED)**

MARY MARIAN C. ANACAY



**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES }  
 Makati City } SS.

BEFORE ME, a Notary Public, for and in Makati City, on the \_\_\_\_ day of  
 01 DEC 2025, personally appeared the following:

Name	Competent Evidence of Identity	Date/Place of Issue
Development Bank of the Philippines		
AVP Gracita DL. Punsalan		

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed, and the corporations herein represented.

This Contract consisting of seven (7) pages including the page on which this acknowledgment is written, and the attached Annex, have been signed on each and every page thereof by the concerned Parties and their witnesses, and sealed with my notarial seal.

**IN WITNESS WHEREOF**, I hereby affix my notarial seal on the date and place above-written.

Doc. No. 265;  
 Page No. 59;  
 Book No. xx;  
 Series of 2025. DST # 01724399

**(SIGNED)**  
**ATTY. PATRICIA C. VELARDE**  
 Notary Public for the City of Makati  
 Appointment No. M-147 until December 31, 2025  
 Roll of Attorneys No. 63138  
 IBP Lifetime No. 012809 05/07/2014  
 PTR Exempt under R.A. 7160  
 MCLE Compliance No. VIII-0005492 12/01/2023  
 10F DBP Building, Sen. Gil J. Puyat Ave., Makati City



## ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES }  
 Makati City } SS.

BEFORE ME, a Notary Public, for and in Makati City, on the DEC 02 2025 day of CITY OF MAKATI personally appeared the following:

Name	Competent Evidence of Identity	Date/Place of Issue
AVP Gracita DL. Punsalan representing Development Bank of the Philippines		
Ms. Marife B. Osila representing Estancia Resort Hotel		

Known to me and to me known to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed, and the corporations herein represented.

This Contract consisting of \_\_\_\_ (\_\_\_\_) pages including the page on which this acknowledgment is written, and the attached Annex, have been signed on each and every page thereof by the concerned Parties and their witnesses, and sealed with my notarial seal.

**IN WITNESS WHEREOF**, I hereby affix my notarial seal on the date and place above-written.

Doc. No. 218 ;  
 Page No. 44 ;  
 Book No. 111 ;  
 Series of 2025

(SIGNED)

KITTY ADDOLAN R. ACLARONA  
 Notary Public  
 Until December 31, 2025  
 IBP O.R. No. 03703/OC-01/03/Pampanga  
 Appointment No. 69437 (25-0028)  
 Exp. 05/2026/No. 6-3500  
 MCLE Completion No. MFL-0033436  
 PTR No. 104563401-00-20-01 Makati City  
 Int 1034 (2025) Makati City, Philippines