

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 -

NATURE SPECIALISTS INC., a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at Lot 2 Timberland Heights Guitnang Bayan II, San Mateo, Rizal, herein represented by **ELVY RAZONALES**, 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. 100-23-05-1263 for the **Lease of Venue for the 5-Days Training of All Hazard Incident Management Team for Pasig City Disaster Risk Reduction and Management Office** from August 13 to 18, 2023;

WHEREAS, pursuant to Section 53.10 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 (Government Procurement Reform Act) and the Consolidated Guidelines for Alternative Methods of Procurement, the **LESSEE**, through its Bids and Awards Committee ("BAC"), sent Requests for Quotations to at least three (3) potential lessors, and one (1) potential lessor responded;

WHEREAS, on 26 July 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 **NATURE SPECIALISTS, INC.;**

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 Seven Hundred Ninety Five Thousand Three Hundred Pesos (Php 1,795,300.00);**

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 13 to 18 August 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 **NATURE SPECIALISTS INC.**, 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 Seven Hundred Ninety Five Thousand Three Hundred Pesos (Php 1,795,300.00).**

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.

10 AUG 2023

IN WITNESS WHEREOF, the parties hereto set their hands this _____ day of _____, 2023 at Pasig City.

CITY OF PASIG

NATURE SPECIALISTS INC.,

By:

By:


VICTOR MA REGIS N. SOTTO
City Mayor


ELVY RAZONALES
Authorized Representative

WITNESSES:


(Printed Name and Signature)

(Printed Name and Signature)

Funds Appropriated:

Funds Obligated:


MS. MARTINELLI A. SANTIAGO
OIC - City Budget Office


MS. JUVY A. CUENCO
City Accountant
100-2023-05-0055-1999

Funds Available:

Recommending Approval:


MS. MARITA A. CALAJE
City Treasurer


BRYANT MERYLL RUIZ Q. WONG
City Gov't. Dept. Head II-PCDRMO

A C K N O W L E D G M E N T

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

BEFORE ME, a Notary Public for and in the City of **MANDALUYONG CITY**, on this day of **AUG 10 2023**, 2023, personally appeared:

Name	Government ID	Issue and Expiry Date
ELVY RAZONALES	PRC ID 19-3358705	- 07/04/2012 10/23/2023

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. 61
Page No. 14
Book No. 39
Series of 2023

JOVEN G. SEMILLANO
NOTARY PUBLIC FOR CITY OF MANDALUYONG
COMMISSION NO. 0285-23 UNTIL DECEMBER 31, 2024
IBP LIFETIME NO. 011302; 12-28-12; RIZAL
ROLL NO. 53970
PTR NO. 5110440; 1-3-23; MANDALUYONG
MCLE COMPLIANCE NO. VII 0010250 14 APRIL 2025
UG03 CITYLAND SHAW TOWER,
SHAW BLVD. MANDALUYONG CITY

A C K N O W L E D G M E N T

BEFORE ME, a Notary Public for and in the City of Pasig, on this day of **AUG 10 2023**, 2023, personally appeared Victor Ma Regis N. Sotto, known to me to be the same person who executed the foregoing instrument and who acknowledged to me that the same is his free and voluntary act and deed as well as that of the entity he represents.

This instrument consists of five (5) pages, including this page in which this Acknowledgement is written and duly signed by the Parties.

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

Doc. No. 50
Page No. 10
Book No. 29
Series of 2023

ATTY. CARLOS C. ABESAMIS
Notary Public-Pasig City
Until December 31, 2023
ROLL NO. 43788
IBP LIFETIME NO. 08352
PTR NO. 9004628
APPOINTMENT NO. 25 (2022-2023)
MCLE NO. VII-0030173
TIN NO. 127-509-331-00000

NATURE SPECIALISTS, INC.
Doing business as **Timberland Highlands Resorts;**
Quest Hotel Timberland and Timberland Mountain Bike Park

SECRETARY'S CERTIFICATE

I, **KATRINA O. CLEMENTE-LUA**, of legal age, Filipino, and with office address at the Filinvest Building, 79 EDSA, Highway Hills, Mandaluyong City 1550, Metro Manila, after having been duly sworn in accordance with the law, hereby certify that:

1. I am the Corporate Secretary of **NATURE SPECIALISTS, INC.** doing business as **Timberland Highlands Resort; Quest Hotel Timberland; and Timberland Mountain Bike Park** (the "Corporation"), a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office address at **Timberland Heights, Barangay Guitnang Bayan II, San Mateo, Rizal 1850.**

2. At the special meeting of the Board of Directors of the Corporation held on 24 April 2023, at which meeting a quorum was present and acting throughout, the following resolutions were unanimously approved and adopted:

Resolution No. B-2023-04-0001

"WHEREAS, on 04 December 2019, the Board of Directors authorized Ms. Pamela De Guzman and/or Mr. Randolph Quiling as the Corporation's representatives to apply for and secure business permits, licenses, clearances, registrations, and approvals from the local government units and other governmental agencies;

"WHEREAS, there is a need to update the authorized representatives for transactions relating to business and government permits including its renewal;

"NOW, THEREFORE, The Board of Directors hereby approves and adopts the following resolutions:

"RESOLVED, That the Corporation hereby (i) revokes the authority of Ms. Pamela De Guzman and Mr. Randolph Quiling as authorized representatives; and (ii) designates the Corporation's Financial Controller, **MR. ELVY RAZONALES**, and Accounting Assistants namely: **MS. JEMINA S. LAVARIAS**, **MS. JANICE S. LOVITOS** and/or **MR. DONDON B. ANQUILO**, whether acting singly or jointly as the new representatives authorized and empowered to represent the Corporation, and to sign, execute and cause the filing, for and on behalf of the Corporation, the application forms and other supporting documents required or necessary to secure said local business permits, licenses, clearances, registrations and approvals from the concerned local government units and other governmental agencies;

"RESOLVED, FINALLY, That all prior resolutions approved and adopted by the Board of Directors which are inconsistent with the foregoing resolutions are hereby revoked and superseded accordingly."

3. The foregoing resolutions have not been revoked, amended, nor in any manner modified, and accordingly, the same may be relied upon until written notice to the contrary is issued by the Corporation.

APR 27 2023

IN WITNESS WHEREOF, I have hereunto set my hand this _____, in
Mandaluyong City, Metro Manila.

K. Lua

KATRINA CLEMENTE O. LUA
Corporate Secretary

SUBSCRIBED AND SWORN to before me this _____ in Mandaluyong
City, Metro Manila, Philippines, affiant exhibiting to me her Philippine Passport No. P2463944B,
as competent evidence of her identity, bearing her photograph and signature, issued by the
Department of Foreign Affairs NCR-South and valid until 05 July 2029.

Doc. No.: 113 ;
Page No.: 10 ;
Book No.: 19 ;
Series of 2023.

File No. 1913
2023-2545-SC-NSI-Business and Government Permits Renewal/less
2023-NSI-0081

J. Sevilla
JOVEN SEVILLANO
NOTARY PUBLIC FOR CITY OF MANDALUYONG
COMMISSION NO. 02745-23 UNTIL DECEMBER 31, 2024
JSP OF STATE NO. 011302; 12-20-12; RIZAL
BULACAN 3217
PTR NO. 1515401-1-023, MANDALUYONG
MCLE COMPLIANCE NO. VI 001025/14 APRIL 2025
UGOS CITYLAND SHAW TOWER,
SHAW BLVD. MANDALUYONG CITY



TERMS OF REFERENCE

5-DAYS ALL HAZARD INCIDENT MANAGEMENT TEAM (Level 4)				
<i>NOTE: Complete LIVE-IN Training Package (Hotel Accommodation/Food & Venue)</i>				
Date of Activity	Estimated No. of Pax	Number of Days	Estimated Unit Cost	Estimated Budget
August 13, 2023 (PM Arrival) – Day 0 (Dinner & Accommodation only for Instructors & TWG)	15 Pax (8 Rooms)	1	3,850.00	57,750.00
August 14-18, 2023 – Day 1 to 5 (Complete Training Package for Participants, Instructors & TWG)	65 Pax (35 Rooms)	5	5,500.00	1,787,500.00

- I. Number of Days : Five (5) Days Live-In Seminar on August 14 to 18, 2023 and with Day 0 for Instructors and TWG only on August 13, 2023
- II. Desired Venue : Outside Pasig City Hall preferably within Rizal area
- III. Type of Accommodation : Live-In Seminar / Twin (Double) Sharing Room

A. Board and Lodging

- Thirty (35) Twin (Double) Sharing Room ;
- 24 Hours Hot and Cold Shower;
- Sanitized Beddings, Rooms and Restrooms;
- Arrival on Day 0 - 2PM (15 Instructors & TWG);
- Arrival on Day 1 - 9AM (50 Participants and Instructors), Check-In time is 2PM; and
- Check-out time of 12 Noon on Day 5 (Last Day) or maybe on extended hours due to some valid reasons

B. Function Room Requirements

- Can accommodate 65 Pax or More, following the IATF Guidelines and flexible for group activities and workshops;
- 4 Meeting Room / Function Room for Simulation Exercise
- Adjustable and Comfortable Class Room set-up;
- Well-lighted and ventilated Facility;
- Unlimited and Free access to Internet / WIFI in all areas;
- Use of Training Venue for at least 8 to 10 Hours;
- Twenty (20) Tables – 3 each for 4 Groups of Participants and 2 for Instructors, 2 for Secretariat and 4 remaining tables for separate Activity area;
- No pillars in the middle of Function Room;
- Can provide at least (4) breakout rooms or space divider;
- Availability of Audio-Visual Equipment with stand-by personnel from hotel;
- With complete Training/Seminar equipment (2 LCD Projector and 2 wide screen, Lecterns, 4 Whiteboard or Easel with Whiteboard Pen and Eraser, Complete Sound System, At least 2 extension cords, 5 Cordless Microphones and 1 Microphone stand).



C. Meal Requirements

Target Date	MEAL BREAKDOWN					
	No. of Pax	Breakfast	AM Snack	Lunch	PM Snack	Dinner
August 13, 2023 - (Day 0) Sunday	15	x	x	x	/	/
August 14, 2023 - (Day 1) Monday	65	/	/	/	/	/
August 15, 2023 - (Day 2) Tuesday	65	/	/	/	/	/
August 16, 2023 - (Day 3) Wednesday	65	/	/	/	/	/
August 17, 2023 - (Day 4) Thursday	65	/	/	/	/	/
August 18, 2023 - (Day 5) Friday	65	/	/	/	/	x

- **For BREAKFAST:** Any typical Filipino Breakfast with egg. A choice between Plain Rice, Fried Rice & Bread ;
- **For LUNCH & DINNER:** 3 Main Dish a combination of Fish, Vegetable and choice of Meat between Chicken, Beef and Pork plus Soup, Rice, Dessert and Drinks;
- **For AM-PM SNACK:** Any light Food with Drinks;
- **Food Serving:** We preferred Buffet for Breakfast, Lunch and Dinner and Plated for AM and PM Snacks
- Free flowing Candies, Coffee and/or Tea and Hot and Cold Water throughout the training hour;

D. Other Requirements

- Meeting/Function Room for Simulation Exercise
- Provision of backdrop for the activity;
- Appropriate parking area for the participants;
- 24 Hours Security personnel;
- Maintaining cleanliness at Function Hall, Restrooms, Hallway, Dining area, Rooms & Breakout Rooms

Prepared by

RAMON CARLOS Z. CAYUBE, RN, EMT
PCDRMO Training Division Chief
#0928-2912053

4. Accomplished and notarized Omnibus Sworn Statement. -
([https://www.gpo.gov/assets/forms/Omnibus%20Sworn%20Statement\(Revised\).docx](https://www.gpo.gov/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: 

Signature over printed name

Position

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

<ul style="list-style-type: none"> • For Breakfast: Any typical Filipino Breakfast with egg. A choice between Plain Rice, Fried Rice & Bread; • For Lunch and Dinner: 3 main dish, a combination of fish, vegetable and choice of meat between chicken, beef and pork plus soup, rice, dessert, drinks • AM and PM Snacks: any light food with drinks • Food Serving: We prefer <u>Buffet</u> for Breakfast, Lunch and dinner and <u>Plated</u> for AM and PM Snacks • Free flowing coffee and/or tea and Hot and Cold Water throughout the training hour; 	
<p>D. <u>Other Requirements:</u></p> <ul style="list-style-type: none"> • Meeting / Function Room for Simulation Exercise • Provision of backdrop for the activity; • Appropriate parking area for the participants; • 24 Hours Security personnel; • Maintaining cleanliness at Function Hall, Restrooms, hallway, Dining area, Rooms & Breakout Rooms; 	
FINANCIAL PROPOSAL	
Name of Project	Grand Total Cost for the Lease of Venue
Lease of Venue for the 5- Days Training of All Hazard Incident Management Team- Pasig City Disaster Risk Reduction and Management Office under RFQ No. 100-23-05-1263	PHP _____ (Amount in Figures) _____ _____ _____ (Amount in words of Grand Total Cost)

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;

Description of Service Requirement	Offered Technical Proposal Please fill in with either: "Comply" or "Not Comply"																																																							
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