



Contract Agreement for Lease of Venue

This **CONTRACT AGREEMENT** made on the **MAR 07 2019** day of _____ 2019 between the **OFFICE OF TRANSPORTATION COOPERATIVES** (hereinafter called the "**Entity**") and **MARCO POLO HOTEL DAVAO** with office address at P.O. Box 81540, C.M. Recto Street, Davao City 8000 (hereinafter called the "**Lessor**"):

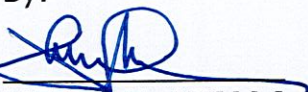
WHEREAS, upon the invitation of the **Entity**, the **Lessor** submitted a price quotation for the Accommodation with Meals and Transportation Service for the PMT and Guests which is near the SMX Convention Center for 2019 TC Congress in Mindanao on March 18-22, 2019 in the amount of Three Hundred Eleven Thousand Five Hundred Pesos (Php311,500.00), inclusive of appropriate EWT and VAT withholding taxes (hereinafter called the "**Contract Price**") which the **Entity** subsequently accepted pursuant to OTC-Bids and Awards Committee Resolution No. 010, series of 2019.


NOW THIS AGREEMENT WITNESSETH, AS FOLLOWS:

1. The following documents shall form part of this Agreement in accordance with Section 37.2.3 of the 2016 Revised Implementing Rules and Regulations (IRR) of RA No. 9184, viz:
 - (a) The **Entity's** Terms of Reference (TOR), attached as **Annex A**;
 - (b) The **Entity's** Request for Quotation dated 29 January 2019, attached as **Annex B**;
 - (c) The **Lessor's** Winning Quotation dated 12 February 2019, including the Eligibility Requirements and all other documents/statements submitted attached as **Annex C**; and
 - (d) The **Entity's** Notice of Award, attached as **Annex D**.
2. In consideration of the payment to be made by the **Entity** to the **Lessor** as hereinbefore mentioned, the **Lessor** hereby covenants with the **Entity** to provide the service and remedy defects thereof in conformity with stipulations of the Contract in all aspects, without prejudice to any other obligations that may arise pursuant to the provisions of applicable laws.
3. The **Entity** hereby covenants to pay the **Lessor** the Contract Price, inclusive of appropriate EWT and VAT withholding taxes, and in consideration of the provision of services and the remedying of defects thereof.
4. The **Lessor** shall be paid in full through Advice to Debit Account upon receipt by the **Entity** of the **Lessor's** Statement of Account.

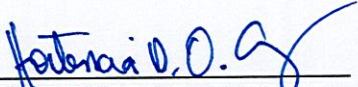
IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their respective duly authorized representatives on the date abovementioned.

OFFICE OF TRANSPORTATION COOPERATIVES MARCO POLO HOTEL DAVAO

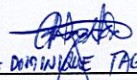
By:  **MEDEL H. AFALLA**
Officer-in-Charge, Office of the Chairman

By:  . 3-4-19
MS. NINA FAYE SIMBAJON
Sales Executive

CERTIFIED FUNDS/ALLOTMENT AVAILABLE:


HORTENCIA D.O CRUZ
Acting Budget Officer 3-4-19
(Planning Officer I)

SIGNED IN THE PRESENCE OF:


Attest: DOMINIQUE TAGADTAD

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF QUEZON CITY) S.S.

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared this ____ day of MAR 07 2019, 2019, the following persons exhibiting to me their respective valid identification cards, to wit:

Name	Proof of Identity	Date/Place issued
1. Medel H. Afalla	_____	_____
2. Ms. Nina Faye Simbajon	_____	_____

Known to me and 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 that of the organizations or companies they represent.

This instrument, which refers to the "Contract Agreement for Lease of Venue" consisting of two (2) pages including this page where this Acknowledgement appears, has been duly signed by the parties on each and every page thereof.

WITNESS MY HAND AND SEAL on the date and place first abovementioned.

Doc. No. 498 :
Page No. 61 :
Book No. 22 :
Series of 2019.


ATTY. RAUL V. MACATANGAY
NOTARY PUBLIC UNTIL DEC. 31, 2020
86 Mother Ignacia St., Quezon City
ADM. MATTER NO. NP-026 (2019-2020)
Roll No. 47308 TIN No. 176-800-377
IBP No. AR 30949398 / 1-3-19/Q.C.
PTR No. 7323080 / 1-3-19/Q.C.
MCLE Compliance No. VI-0000204