

Contract Agreement for Lease of Venue

This **CONTRACT AGREEMENT** made on the _____ day of August 2019 between the **OFFICE OF TRANSPORTATION COOPERATIVES** with principal address at 5th Floor Main, Ben-Lor Building, 1184 Quezon Avenue, Brgy. Paligsahan, Quezon City 1103 (hereinafter called the "**Entity**") and **AZIA SUITES AND RESIDENCES** with office address at 8 Rahmann Extension, Cebu City, Philippines 6000 (hereinafter called the "**Lessor**"):

WHEREAS, upon the request of the **Entity**, the **Lessor** submitted a price quotation for the procurement of Lease of Venue inclusive of Meals and Accommodation for 2019 Fleet Management Training in Cebu City on the following training schedules: August 15-17, 2019 and August 18-20, 2019, in the amount of Six Hundred Thirty Thousand Four Hundred Pesos (**PhP630,400.00**), 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. 026, 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 11 July 2019, attached as **Annex B**;
 - (c) The **Lessor's** Winning Quotation dated 15 July 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 goods 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

AZIA SUITES AND RESIDENCES

By:



MEDEL H. AFALLA

Officer-in-Charge, Office of the Chairman *b*

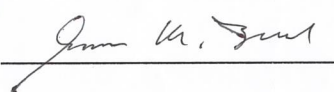
By:



MR. MICHAEL B. ESPAÑOL
Banquet & Sales Coordinator

CERTIFIED FUNDS/ALLOTMENT AVAILABLE:


ELEANOR C. MUPAS
Budget Officer III
(Administrative Officer V)

SIGNED IN THE PRESENCE OF:




Wendelyn P. Tamsi

ACKNOWLEDGEMENT

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

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

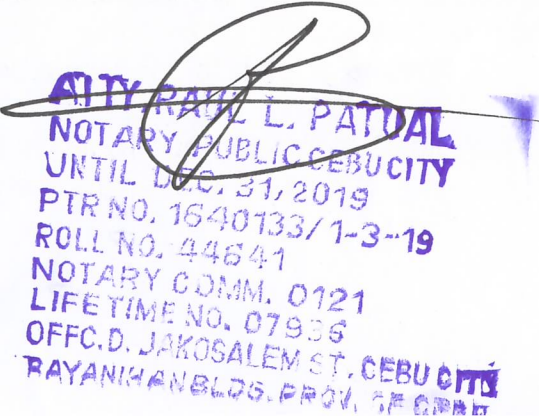
Name	Proof of Identity	Date/Place issued
1. Medel H. Afalla	_____	_____
2. Mr. Michael B. Español	_____	_____

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. 5 :
Page No. 2 :
Book No. 17 :
Series of 2019.


RABE L. PATUAL
NOTARY PUBLIC CEBU CITY
UNTIL DEC. 31, 2019
PTR NO. 1640133/1-3-19
ROLL NO. 44641
NOTARY COMM. 0121
LIFETIME NO. 07936
OFFIC. D. JAKO SALEM ST. CEBU CITY
RAYANIAN BLDG. PROV. OF CEBU

AUG 16 2019