

Contract Agreement for Lease of Venue

This **CONTRACT AGREEMENT** made on the <u>09th</u> day of <u>January</u> 2020 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 **AXIAA HOTEL MANILA** with office address at 135 West Avenue, EDSA, Brgy. Bungad, Quezon City, Metro Manila, Philippines (hereinafter called the "**Lessor**"):

WHEREAS, upon the request of the Entity, the Lessor submitted a price quotation for the Lease of Venue inclusive of Meals and Accommodation for the OTC Annual Operational and Strategic Planning Workshop to be held on January 16-17, 2020, in the amount of One Hundred Two Thousand Five Hundred Pesos (PhP102,500.00), 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. 001, series of 2020.

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 (RFQ) dated 30 November 2019, attached as **Annex B**;
 - (c) The **Lessor's** Winning Quotation dated 02 December 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, exclusive 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 within 30 days 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 **AXIAA HOTEL MANILA** By: By: MEDEL H. AFALLA Y MR. NEIL CHARLES D. LOBO Officer-in-Charge, Office of the Chairman Sales Manager CERTIFIED FUNDS AVAILABLE: Accountant III SIGNED IN THE PRESENCE OF: REPUBLIC OF THE PHILIPPINES) CITY OF OUEZON CITY) S.S. **BEFORE M** Notary Public for and in the above jurisdiction, personally appeared this day of January 2020, 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. Neil Charles D. Lobo 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 N 15 abovementioned. ATTY. RAVL V. MACATANGAY NOTARY PUBLIC UNTIL DEC. 31, 2020 Doc. No. 240 #86 Mother Ignacia St., Quezon City ADM. MATTER NO. NP-06 (2019-2020) Page No. 49 Roll No. 47308 07 May 2002 IBP No. AR 29561330 / 03 Jan. 2020 Q.C, Book No. 35 Series of 2020.

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