

Contract Agreement for Lease of Venue

MAY 11 2023

This **CONTRACT AGREEMENT** made on the _____ day of May 2023 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 **MAKILING HIGHLANDS RESORT** with office address at Barangay Pansol, Calamba City, Laguna, 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 with Amenities for OTC CY 2023 Mid-Year Multi-Activities-1st Semester Agency Performance Pre-Assessment, Team-Building, and Employees' Wellness and Enhancing Advocacy on Gender and Development in Laguna or Rizal Province on the following training schedules: May 24-26, 2023, in the amount of One Hundred Eighty-Seven Thousand Pesos (**PhP187,000.00**), 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. 004, series of 2023.

NOW THIS AGREEMENT WITNESSETH, AS FOLLOWS:

1. The following documents shall form part of this Agreement in accordance with Section 37.2.3 of 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** Supplemental/Addendum of Annual Procurement Plan (APP) for FY 2023, attached as **Annex B**;
 - (c) The **Lessor's** Winning Quotation dated 27 April 2023, 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 within thirty (30) days upon receipt by the **Entity** of the **Lessor's** Statement of Account.
5. **TECHNICAL SPECIFICATIONS**

Lease of Venue inclusive of Meals and Accommodation for the OTC CY 2023 Mid-Year Multi-Activities.

ACCOMMODATION ROOMS

For May 24, 2023

No. of persons: 34

No. of rooms:

- 1 Room - Single Occupancy (Double Bed) - East Villas - 1 Pax
- 4 Rooms - Twin Sharing (Single Beds) - East Villas - 8 Pax
- 1 Room - Triple Sharing (Single Bed) - East Villas - 3 Pax
- 3 Rooms - Quadruple Sharing (Single Beds) - East Villas - 12 Pax
- 1 Room - Twin Sharing (Single Bed) - Tree House - 2 Pax
- 2 Rooms - Quadruple Sharing (Single Beds) -Poolside Villas - 8 Pax

For May 25, 2023

No. of persons: 34

No. of rooms:

- 1 Room - Single Occupancy (Double Bed) - East Villas - 1 Pax
- 4 Rooms - Twin Sharing (Single Beds) - East Villas - 8 Pax
- 1 Room - Triple Sharing (Single Bed) - East Villas - 3 Pax
- 3 Rooms - Quadruple Sharing (Single Beds) - East Villas - 12 Pax
- 1 Room - Twin Sharing (Single Bed) - Tree House - 2 Pax
- 2 Rooms - Quadruple Sharing (Single Beds) -Poolside Villas - 8 Pax

For May 26, 2023, Check-Out

MEALS

For May 24, 2023

No. of persons: 34

Lunch (managed buffet)

PM Snack (plated)

Dinner (managed buffet)

For May 25, 2023

No. of persons: 34

Breakfast (managed buffet)

AM Snack (plated)

Lunch (managed buffet)

PM Snack (plated)

Dinner (managed buffet)

For May 26, 2023

No. of persons: 34

Breakfast (managed buffet)

AM Snack (plated)

Lunch (managed buffet)

VENUE:

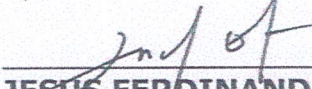
May 24, 25, & 26, 2023 ONLY

Plenary hall for 34 people, inclusive of tables, chairs, sound system, projector, and screen, with free-flowing coffee, tea, and refreshments with supporting facility/amenities suited for workshop, orientation, and team-building activities.

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

**OFFICE OF TRANSPORTATION
COOPERATIVES**

By:

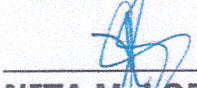

JESUS FERDINAND D. ORTEGA
Chairperson

MAKILING HIGHLANDS RESORT

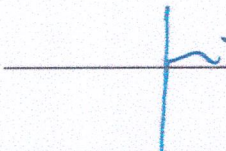
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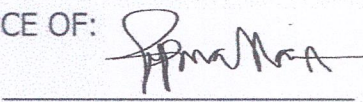

ANNIE N. MELODILLAR
Sales Manager

CERTIFIED FUNDS AVAILABLE:


NITA M. LOPEZ-COSARES
Accountant III

SIGNED IN THE PRESENCE OF:





ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared this **MAY 11 2023** day of **May** 2023, the following persons exhibiting to me their respective valid identification cards, to wit:


Name	Proof of Identity	Date/Place issued
1. Jesus Ferdinand D. Ortega	Company ID# 022301	
2. Annie N. Melodillar	UMID # 0033-1282645-8	

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 three (3) 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 above mentioned.

Doc. No. 207 :
Page No. 93 :
Book No. 97 :
Series of 2023.


ATTY. JOSHUA P. LAPUZ
Notary Public Makati City
Until Dec. 31, 2023
Appointment No. M-019-(2022-2023)
PTR No. 9563523 Jan. 3, 2023 / Makati City
IBP Lifetime No. 04897 Roll No. 45790
MCLE Compliance No. VI-0016565
G/F Fedman Bldg., 199 Salcedo St.
Legaspi Village, Makati City



CONTRACT

#2023-37

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT is entered into by and between:

MAKILING HIGHLANDS RESORT, a private institution operated by **ALPROPS MANAGEMENT AND REALTY INC.** with principal office address at 820 J.P. Rizal Makati City herein represented by **ANNIE N. MELODILLAR** its **Sales Manager** hereinafter referred to as "COMPANY".

- and -

The **OFFICE OF TRANSPORTATION COOPERATIVES** with its principal office at 5/F Ben-lor Bldg., 1184 Quezon Avenue, Brgy. Paligsahan, Quezon City herein represented by **JESUS FERDINAND D. ORTEGA**, its **Chairperson** and hereinafter referred to as "CLIENT."

WITNESSETH:

Whereas, COMPANY is in the hot spring resort and hotel business which is equipped with facilities and equipment suitable for live-in seminars, conferences and excursions.

Whereas, CLIENT has expressed its intention to avail of the facilities of **MAKILING HIGHLANDS RESORT**, for its seminar scheduled on **MAY 24-26, 2023**.

NOW THEREFORE, for and in consideration of the foregoing premises, the parties have agreed on the following terms and conditions:

I. SCOPE OF SERVICES

A. Training Facilities

1. COMPANY shall provide and make available the use of its conference room facilities and equipment for the period **May 24-26, 2023** as specified in Attachment A. An extension charge shall be applied for the use of the conference room beyond the time specified in the aforementioned attachment.

B. Room Accommodation

1. COMPANY shall provide and make available the use of its room accommodation for the period **May 24-26, 2023**. Check in time is **2PM** and check out time is **11AM** as specified in Attachment A. An extension charge shall be applied for the use of the room accommodation beyond the time specified in the aforementioned attachment.

2. In the event the number of guests who checked in is less than the number agreed upon, CLIENT shall pay for the reserved number of guests.

C. Meals

1. COMPANY shall prepare and serve the participants **Assisted Buffet Breakfast, Lunch & Dinner and Packed Am/ Pm Snacks** as specified in Attachment B.

2. In the event the number of guests who checked in is less than the number agreed upon, CLIENT shall pay for the reserved number of guests.

D. Responsibility for lost personal effects of guests and equipment to COMPANY.

1. COMPANY shall not be answerable for any loss or damage while in COMPANY premises. Clients are expected to take care of their personal effects. Rooms & conference room should be locked at all times. This provision extends to all participants and representatives of CLIENT.



2. CLIENT shall be liable for all losses and damages which may be caused by its participants and guests on the property and facilities of COMPANY. In this connection, a representative of CLIENT shall stay behind after the activity in order to assess such loss or damage, if any.

E. Health and Safety Protocols

1. Due to the current pandemic, the CLIENT agrees to pre-screen their participants and make certain that everyone in their group is healthy and has not had any Covid-19 symptoms (fever, cough/colds, loss of smell or taste, body pains and/or sore throat) or had any close contact with Covid-19 positive patients in the 14 days prior to the date of the reservation. In addition, CLIENT agrees to comply with vaccination requirements for members of their party as set by the IATF and DOT.

2. CLIENT to make sure that all their participants will undergo the health screening protocols at the Front Desk upon arrival, **including presentation of vaccination card and valid ID upon entry at the resort.** CLIENT understands that should any member of their party not pass the screening, they will not be allowed to enter the resort. In addition, anyone in the group who has had close contact with participants that have exhibited Covid-like symptoms will also not be allowed entry.

3. No changes in the package will be allowed should any participant not be allowed to enter due to failure to pass the said health screening protocols on the day of the reservation.

4. CLIENT to ensure that all participants shall wear their face masks while in public areas, including during their function proper, and that no one will smoke in any public areas due to the pandemic.

5. CLIENT understands and agrees that should any of the participants develop Covid-19 symptoms during the duration of their stay, they will be asked to isolate and the situation will be assessed by the COMPANY. Should it be deemed that the participant is indeed suspect for Covid-19, the CLIENT agrees to undergo contact tracing and isolation protocols as required by the Local Government Unit in accordance with the prevailing DOH guidelines.

II. TERMS OF PAYMENT

1. CLIENT will pay COMPANY the amount of **ONE HUNDRED EIGHTY SEVEN THOUSAND PESOS ONLY (Php 187,000.00)** inclusive of government tax the details embodied in Attachment A.

2. CLIENT shall provide Company the Certificate of Availability of Funds and/or Letter of Commitment based on the aforementioned attachment upon signing of this contract.

3. Contract cost and charges not covered by Attachment A shall be settled by CLIENT within Thirty (30) working days upon receipt of billing statement. Non- authorized chargeables beyond Attachment A shall be paid before guests' departure.

4. Cheque payments shall be made under the account of **ALPROPS MANAGEMENT AND REALTY, INC.**

III. CANCELLATION/POSTPONEMENT

1. Should the CLIENT decide to postpone the reservation, notice thereof in writing must be given to the COMPANY at least two (2) weeks prior to the scheduled date. The original date can be rescheduled depending on the availability of the resort.

2. Should the CLIENT decide to cancel the reservation, notice thereof in writing must be given before the scheduled date. In such event, fifty percent (50%) of the total package cost shall be forfeited in favor of the COMPANY. However, if the cancellation is made 1 to 2 days before the function the CLIENT shall be charged 100% of the total package cost due to opportunity loss and expenses incurred by the COMPANY for preparations made in anticipation of the reservation made by the CLIENT.



3. Should the reservation not be held due to the occurrence of natural disasters such as floods, earthquakes and the like, the downpayment shall be applied for the rescheduling of the functionless any expenses already incurred by the COMPANY in preparation for the reservation.

IV. SECURITY

1. The CLIENT shall be responsible in ensuring that only authorized guests are in the party area. CLIENT must immediately inform the resort's management if there are unauthorized person inside the party premises.

V. DAMAGES TO PROPERTY

1. The COMPANY strictly prohibits unauthorized posting (use of adhesives, pins, nails, rope etc.) on any structural surface of the function room. The COMPANY reserves the right to charge the CLIENT appropriate charges upon assessment for any damage sustained or caused as a result of violating this prohibition.

VI. EFFECTIVITY

1. This contract shall take effect and shall remain valid and subsisting for the duration of the period agreed upon the signing hereof by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representatives on May 3rd, 2023 here at Monte Vista Hotsprings & Conference Resort, National Highway, Brgy. Pansol, Calamba City, Laguna.

MONTE VISTA HOTSPRINGS AND CONFERENCE RESORT

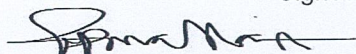
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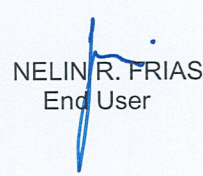

ANNIE N. MELODILLAR
Sales Manager

OFFICE OF TRANSPORTATION COOPERATIVES


JESUS FERDINAND D. ORTEGA
Chairperson

Signed in the Presence of:


FARAH P. MALLARI
Group Sales Supervisor


NELINA R. FRIAS
End User



- ATTACHMENT A -
OFFICE OF TRANSPORTATION COOPERATIVES: MAY 24-26, 2023

CONFERENCE ROOM

Conference Room	Amenities
<p>MAY 24-26, 2023 MAKILING HALL SET-UP :CLASSROOM set up 1 table for guest and speaker Registration & service tables with skirting</p> <p>MAY 24, 2023 : 11AM - 5PM MAY 25, 2023: 8AM - 5PM MAY 26, 2023: 8AM - 2PM</p>	<ul style="list-style-type: none">AIR-CONDITIONED VENUE WITH AIR PURIFIERS, TABLES &CHAIRSCONFERENCE FACILITIES: SOUND SYSTEM WITH MICROPHONES/WHITE BOARD WITH MARKERS & ERASER/ROSTRUM/PODIUM /WHITE SCREEN WITH LCD PROJECTORACCESS TO WIFI CONNECTIONCOMPLIMENTARY MEMO SIZED PAPER & BALLPEN (1ST DAY OF FUNCTION)MANAGED COFFEE STATIONCANDIES & MINTS & WELCOME DRINKSWELCOME STREAMER

Extension Rate:[MAKILING HALL] P 1,000.00/Hour

ROOM ACCOMODATION:

TYPE OF ROOM	SET-UP	UNIT	PAX
EAST VILLAS	Single Occupancy (Double Bed)	1 Room	1 Pax
	Twin Sharing (Single Beds)	4 Rooms	8 Pax
	Triple Sharing (Single Beds)	1 Room	3 Pax
	Quadruple Sharing (Single Beds)	3 Rooms	12 Pax
TREEHOUSE	Twin Sharing (Single Beds)	1 Room	2 Pax
POOLSIDE VILLAS	Quadruple Sharing (Single Beds)	2 Rooms	8 Pax
TOTAL			34 PAX

- FULLY AIR-CONDITIONED ROOMS WITH COMPLETE BEDDING FACILITIES
- AMENITIES: TOWELS, SOAP, SHAMPOO, DENTAL KIT, BOTTLED WATER (350ML), ALCOHOL, FACE MASK,
- WITH TELEVISION & TELEPHONE INSIDE
- STANDARD CHECK-IN: 2 PM / CHECK-OUT: 11AM
- Extensión Rate Per Hour / Per Unit :
- Standard / Villas – P 250.00/ Poolside Villa – P 350.00

Cost:

P 5,500.00/head x 34 pax	P 187,00.00
<ul style="list-style-type: none">Use of Fully Airconditioned Function Room with amenitiesFully Airconditioned Room accommodationsAssisted Buffet Meals & Packed SnacksUse of Swimming Pools & Billiards/ Table Tennis	
TOTAL PACKAGE PRICE	P 187,000.00

Note: Above package is inclusive of government taxes.



- ATTACHMENT B -
- OFFICE OF TRANSPORTATION COOPERATIVES: MAY 24-26, 2023 -

MEAL ARRANGEMENT

	BREAKFAST	AM SNACK	LUNCH	PM SNACK	DINNER
MAY 24, 2023	N/A	N/A	Soup of the Day Beef Kare Kare Monte Vistas Fried Chicken Dessert of the Day Steamed Rice Softdrinks	Spaghetti with Meat Sauce with Sliced Bread Juice	Soup of the Day Pork Menudo Breaded Fish Fillet with Tartar Sauce Vegetable of the Day Dessert of the Day Steamed Rice Iced Tea
MAY 25, 2023	Breakfast sausage Scrambled Egg Steamed Rice Coffee/ and 1 Round of Juice	Cheesy Baked Macaroni with Sliced Bread Softdrinks	Soup of the Day Beef Stew Breaded Chicken Dessert of the Day Steamed Rice Iced Tea	Pancit Bihon Guisado with Sliced Bread Softdrinks	Soup of the Day Pot Roast Beef Buffalo Style Chicken Vegetable of the Day Dessert of the Day Steamed Rice Juice
MAY 26, 2023	Corned Beef Guisado Omelette de Monte Vista Steamed Rice Coffee/ and 1 Round of Juice	Ham & Cheese Sandwich Iced Tea	Soup of the Day Beef with Young Corn & Mushroom Honey Glazed Chicken Dessert of the Day Steamed Rice Softdrinks	N/A	N/A

- Meal preparations are good for 34 pax. Additional Breakfast – P285/head Snacks- P195.00/head/snack Lunch/ Dinner – P 425.00/head/meal