Contract Agreement Form for the Procurement of Goods (Revised)

CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____ 2024 between the OFFICE OF TRANSPORTATION COOPERATIVES of the Philippines (hereinafter called "the Entity") of the one part and AZALEA HOTELS & RESIDENCES of Baguio City, Philippines (hereinafter called "the Lessor") of the other part;

WHEREAS, the Entity invited Quotations for certain goods and ancillary services, particularly Lease of Venue inclusive of Accommodation and Meals for the Basic Fleet Management System Seminar in Baguio City to be held on October 13, 2024 to October 19, 2024, and has accepted a quotation by the Lessor for the supply of those goods and services in the sum of One Million Six Hundred Ninety-Five Thousand Eight Hundred Pesos (Php 1,695,800.00) (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. Winning supplier's quotation, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted:

Quotation form, including all the documents/statements contained in the Supplier's quotation, as annexes, and all other documents submitted, including corrections to the quotation, if any, resulting from the Procuring Entity's quotation evaluation;

- iv. Notice of Award of Contract; and the Supplier's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning Supplier agrees that additional contract documents or information prescribed by the Entity that are subsequently required for submission after the contract execution, such as the Notice to Proceed, and Warranty Security, shall likewise form part of the Contract.
- 3. In consideration for the sum of One Million Six Hundred Ninety-Five Thousand Eight Hundred Pesos (Php 1,695,800.00) or such other sums as may be ascertained, AZALEA HOTELS & RESIDENCES agrees to Lease of Venue inclusive of Accommodation and Meals for the Basic Fleet Management System Seminar in Baguio City to be held on October 13 to October 19, 2024 in accordance with its Technical Specifications.
 - 4. The OFFICE OF TRANSPORTATION COOPERATIVES agrees to pay the above-mentioned sum in accordance with the Terms of Reference and Contract.

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IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written. SAP. ESCOBAR General Manager **Executive Director II** OIC. Office of the Chairperson for: for: **AZALEA HOTELS & RESIDENCES** OFFICE OF TRANSPORTATION COOPERATIVES SIGNED IN THE PRESENCE OF: **ACKNOWLEDGEMENT** REPUBLIC OF THE PHILIPPINES) CITY OF QUEZON CITY) S.S. BEFORE ME, a Notary Public for and in the above jurisdiction, personally _ 2024, the following persons exhibiting to me appeared this ____ day of ___ their respective valid identification cards, to wit: Proof of Identity Date/Place issued Name 1. Reymundo D.J. De Guzman, Jr. 2. Elisa P. Escobar DI FER 2018 PIASS PORT 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 Form for the Procurement of Goods (Revised)" 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 above mentioned. Page No.

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