

## SERVICE CONTRACT

### *Lease of Venue*

#### KNOW ALL MEN BY THESE PRESENTS:

That this Agreement, made and entered into this 20<sup>th</sup> day of November 2023 in the City of Makati, Philippines, by and between

The **DEPARTMENT OF TOURISM – National Capital Region (DOT-NCR)**, a government agency with principal office address at the New DOT Building, 351 Sen. Gil Puyat Avenue, Makati City, Philippines 1200 represented by its Director, **MS. SHARLENE Z. BATIN** of legal age, Filipino and hereinafter referred to as the **FIRST PARTY**;

and

**HOTEL LUCKY CHINATOWN** is a private entity existing and duly registered under the laws of the Philippines, with office address at 21 Reina Regente St. Binondo, Manila and represented by its General Manager, **JEREMY GO** and hereinafter referred to as the **"SECOND PARTY"**;

Each a Party, collectively, the **"PARTIES."**

#### WITNESSETH:

**WHEREAS**, the **FIRST PARTY** is one of the Regional Offices of the Department of Tourism (DOT) which is the government agency responsible in the development and promotion of the tourism industry, both domestic and international;

**WHEREAS**, the **FIRST PARTY** shall undertake continuing research studies and survey to analyze economic conditions and trends relating to tourism and travel, and compile and integrate a statistical databank on the tourism industry;

**WHEREAS**, pursuant to the above mandates and to carry out a comprehensive census of all existing and under-construction accommodation establishments across the country, the **FIRST PARTY** will conduct the *Accommodation Capacity Survey 2023 Training* (the **"ACS 2023 Training"**) whose aim is to update the existing ACS database and collect vital information related to the tourism supply, encompassing the total number of establishments, available rooms, and workforce employed within accommodation establishments in various destinations;

**WHEREAS**, pursuant to the above, the **FIRST PARTY** is in need of a DOT-Accredited establishment to provide the venue, meals and other logistical requirements for the conduct of the ACS 2023 Training on *21 November 2023* in Manila;

**WHEREAS**, in the absence of suitable government-owned venue in the location and in compliance with the Government Procurement Reform Act (R.A. 9184) and its Implementing Rules and Regulations (IRR), the procurement of the conference venue was processed pursuant to the provisions on **Negotiated Procurement-Lease of Real Property and Venue for Official Use** (Section 53.10 of the IRR);

**WHEREAS**, the **SECOND PARTY**, is a duly registered member of the Philippine Government Electronic Procurement System (PhilGEPS) that possesses the necessary equipment, personnel, and expertise in providing the required services, has offered to undertake the project;

**WHEREAS**, the quotation of the **SECOND PARTY** was rated in accordance with the Rating Factors prepared based on the guidelines for Lease of Privately Owned Real Property and Venue (Table

Rating Factors for Lease of Venue) and was found responsive to the technical specifications in the Terms of Reference (TOR);

**WHEREAS**, the Bids and Awards Committee (BAC) of the DOT- NCR, through **BAC Resolution No. 2023-199** has declared the **SECOND PARTY** to be the bidder with the Single Rated and Responsive Quotation (SRRQ) as its quotation was found to be compliant and responsive to the technical specifications indicated in the Terms of Reference (TOR);

**NOW, THEREFORE**, based on the foregoing, the **PARTIES** hereby agree as follows:

1. **SERVICES.** The **SECOND PARTY** hereby agrees to provide the following on **21 November 2023**:
  - A. Venue
    1. To accommodate 40 pax
    2. AVP materials
    3. Sound equipment
    4. Basic seminar amenities
    5. High-speed internet
    6. Complimentary parking for at least 50% of the participants
  - B. Meals
    1. AM snacks, Buffet Lunch, PM snacks for 40 pax
    2. Free-flowing coffee/tea and water

Details of the of the above, including the other responsibilities of **SECOND PARTY** are indicated in the attached Technical Specifications, which forms are integral part of this contract.

2. **EFFECTIVITY AND TERM.** This Agreement shall be effective for the entire duration of the event on *21 November 2023*.
3. **COMPENSATION.** By way of compensation for its services, the **FIRST PARTY** shall pay the **SECOND PARTY** the total amount indicated in the Statement of Account, but not to exceed **Sixty Thousand Pesos only (Php 60,000.00)** for the total cost of services rendered inclusive of VAT and other taxes.
4. **PAYMENT.** The above consideration will be paid by the **FIRST PARTY** after presentation of the required Statement of Account and other necessary documents, subject to the usual accounting and auditing rules and regulations by the **SECOND PARTY**. It is understood, however, that payment shall only be made after it has fully and satisfactorily rendered its undertaking under this agreement.
5. **LIQUIDATED DAMAGES.** If the **SECOND PARTY** fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Agreement inclusive of duly granted time extensions if any, the **FIRST PARTY** shall, without prejudice to its other remedies under this Agreement and under the applicable law, deduct from the contract price, as liquidated damages, the applicable rate of one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay until actual delivery or performance. The **FIRST PARTY** need not prove that it has incurred actual damages to be entitled to liquidated damages. Once the amount of liquidated damages reaches ten percent (10%) of the total contract price, the **FIRST PARTY** may rescind or terminate the Agreement, without prejudice to other courses of action and remedies open to it.
6. **FREE AND HARMLESS.** The **SECOND PARTY** shall hold the **FIRST PARTY** free and harmless from, and hereby binds and obligates itself to indemnify the **FIRST PARTY** for any and all liabilities, losses, damages, injuries, including death, claims, demands, suits,

proceeding, judgments, awards, fines, penalties and all expenses, legal or otherwise of whatever kind or nature arising from and by reason of this Agreement, due to the fault, negligence, act, act omission, delays, conduct, breach of trust, or non-observance or violation of this Agreement, or any of its stipulation and warranties by the **SECOND PARTY** and/or any of its employees, agents, representatives, or sub-contractors.

7. **DISPUTE RESOLUTION.** If any dispute shall arise between the **FIRST PARTY** and the **SECOND PARTY** in connection with this Agreement, the Parties shall make every effort to resolve such dispute amicably. Should such dispute not amicably be resolved, the same will be referred for arbitration in accordance with RA No. 876 or the *Arbitration Law* and RA No. 9285 or the *Alternative Dispute Resolution Act of 2004*.
8. **COMPLETENESS OF AGREEMENT.** This Agreement, along with the select provisions in the annexes made integral parts hereof, contains the complete understanding of the Parties and may not be modified or amended except through another Agreement in writing duly executed by the parties

**IN WITNESS WHEREOF**, the Parties have executed this Agreement through their authorized representatives on the date stated above.

**DEPARTMENT OF TOURISM – National  
Capital Region**

By:

  
**MS. SHARLENE Z. BATIN**  
Regional Director  
NCR


**HOTEL LUCKY CHINATOWN**

By:

  
**JEREMY GO**  
General Manager

  
Collins Karla E. Telmo

Signed in the Presence of

  
Akut Santos

**FUNDS AVAILABLE:**

  
**MS. JOYLYN O. RICOHERMOZO**  
Regional Accountant

GPA TM 2023 TDP Downloaded  
TDP- DL- '23-025

## ACKNOWLEDGEMENT

Republic of the Philippines) S.S  
City of Makati)

On this 7<sup>th</sup> day of December, 2023 personally appeared before me, a Notary Public in and for the City of \_\_\_\_\_, the following persons:

Name	Government ID	Date Issued	Place Issued
Director Sharlene Z. Batin	DOT ID # 170050		DOT MAKATI CITY
Jeremy Go	Drivers License No. N04-12-021561		

all known to me to be the same persons who executed the foregoing Agreement and acknowledgement that the same is an act of their free and voluntary will and deed and of the entity that they respectively represent.

**IN WITNESS WHEREOF**, I hereunto sign this document and affix my seal of office on this date and place aforementioned.

Doc. No. 42 ;  
Page No. 9 ;  
Book No. IV :  
Series of 2023.

**ATTY. AUDELIN S. ZAMORA**  
**NOTARY PUBLIC**  
Until December 31, 2023  
Penthouse Legal Affairs Service, DOT Bldg.  
PTR No. 9569460/ 01-09-2023/ Makati City  
IBP Lifetime Member # 04646/ Makati City  
Roll # 44115/ MCLE # VIII-0002095