

SERVICE CONTRACT

Lease of Venue

KNOW ALL MEN BY THESE PRESENTS:

That this Agreement, made and entered into this 14 JUN 2024 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 7840 Raya Regenerative Bldg., Makati Avenue, Poblacion, Makati City represented by its Regional Director, **MS. SHARLENE ZABALA-BATIN** of legal age, Filipino and hereinafter referred to as the **FIRST PARTY**;

and

SAVOY HOTEL MANILA, INC. is a private entity existing and duly registered under the laws of the Philippines, with office address at Andrews Avenue, Newport City, 1309 Pasay City, Philippines and represented by its *Sales Manager-Banquet*, **MARK JEN AVENDAÑO** 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 primary planning, programming, coordinating, implementing, and regulatory government agency in the development and promotion of the tourism industry, both domestic and international;

WHEREAS, in view of the DOT Secretary's vision to establish a Philippine tourism industry which aims to be sustainable, resilient, and competitive, the **FIRST PARTY** will conduct the *DOT Advocacy Training Programs* (the **"Training Programs"**) particularly the "Barrier-Free Tourism Seminar" and "Tourism Integrates, Supports, and Minds Women's Right and Child Safety (TourISM WoRCS) for gateway personnel in the region;

WHEREAS, the Training Programs can strengthen the tourism industry manpower specially the gateway personnel (airports and seaports) to provide support to tourists with special needs and promote inclusive tourism workforce in the NCR;

WHEREAS, the **FIRST PARTY** is in need of a DOT-accredited establishment to provide training venue, meals, and other requirements for the Training Programs on 20 and 21 June 2024 in Pasay City;

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**, 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;

WHEREAS, the Bids and Awards Committee (BAC) of the DOT-NCR, through **BAC Resolution No. 2024-058** has declared the **SECOND PARTY** to be the bidder with the *Single Calculated and Responsive Bid (SCRB)* as its quotation was found to be compliant and responsive to the technical specifications indicated.

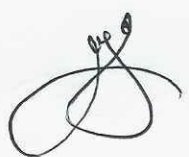
NOW, THEREFORE, based on the foregoing, the **PARTIES** hereby agree as follows:

1. **SERVICES.** The **SECOND PARTY** hereby agrees to provide the following:

- A. Function Room for 45 pax (7:30AM- 6:00PM)
 - Standard sound system with at least 3 microphones
 - Free -flowing coffee and mints
 - Classroom-type set up seating arrangements
 - LCD Projector and white screen
 - Wifi Connection
 - Parking Space
 - Rostrum
 - Philippine Flag
 - Paper and pens
 - Registration Table outside the training/function room
- B. AM and PM Snack, and Buffet Lunch (1 vegetable, 1 soup, 3 Main Entrée, Steamed Rice, Dessert, One round of juice or iced tea drink)

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

2. **EFFECTIVITY AND TERM.** This Agreement shall be effective from date of execution of contract until **21 June 2024**.
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 [**One Hundred Eight Thousand Only**] (**PhP 108,000.00**) 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 – NCR

SAVOY HOTEL MANILA, INC.

By


 MS. SHARLENE ZABALA-BATIN
 Regional Director

By:


 MARK JEN AVENDAÑO
 Sales Manager - Banquet

Signed in the Presence of



 VICTORIA MARGARITA V. PAJE



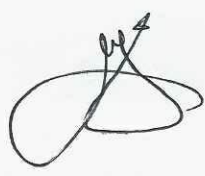
 JEAN PATRICE SY

FUNDS AVAILABLE:



 MARIA VICTORIA S. RODRIGO
 Acting Accountant

GAA FY 2024 IT MOF
 IT-24-04-002
 P108, 000. 00



ACKNOWLEDGEMENT

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

On this 3rd day of July, 2024 personally appeared before me, a Notary Public in and for the City of Makati, the following persons:

Name	Government ID	Date Issued	Place Issued
MS. SHARLENE ZABALA-BATIN	170050		Makati City
MARK JEN AVENDAÑO	PASSPORT PG 702133C	15 MAR 2024	14 MAR 2034

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.

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Series of 2024.

ATTY. AUDELLE H. ZAMORA
NOTARY PUBLIC
Until Dec. 31, 2025
Penthouse, Legal Affairs Service, DOT Bldg.
PTR# 10087400/01-13-2024/Makati City
IDP Lifetime Member#G4646/Makati City
Roll# 44115/MCLE# VIII-0002095