

## SERVICE CONTRACT

### Lease of Venue

#### KNOW ALL MEN BY THESE PRESENTS:

That this Agreement, made and entered into this Oct. 9, 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 Makati Avenue., Brgy. Poblacion, Makati City represented by its Director, **MS. SHARLENE Z. BATIN** of legal age, Filipino and hereinafter referred to as the **FIRST PARTY**;

and

**HAROLDS EVOTEL** is a private entity existing and duly registered under the laws of the Philippines, with office address at **Brgy. 16 Timog Avenue, Diliman, Quezon City** and represented by its Representative, **DIANA C. MONTOJO** 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**, to develop new products/markets and support existing tourist attractions/sites, the **FIRST PARTY** will require reliable data on tourist arrival in the region;

**WHEREAS**, pursuant to the above, the **FIRST PARTY** will conduct the *Tourism Enterprise Forum for Stakeholders* (the **"Forum"**), a one-day seminar which aims to educate the tourism enterprises on the importance of monitoring local tourism indicators as well as uphold the importance of local compilation and solicit the commitment in the reporting of reliable and credible data;

**WHEREAS**, the Forum will capacitate the participants in the conduct of data gathering in local destinations using the standard basic data gathering methodologies of the **FIRST PARTY**;

**WHEREAS**, the **FIRST PARTY** is in need of a DOT-accredited establishment in Quezon City to provide the venue and meal requirements in connection with the conduct of the Forum on 18 October 2024;

**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- 101** has declared the **SECOND PARTY** to be the bidder with the *Single Calculated and Responsive Quotation*, 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:

**Function/Meeting Room and Meal Requirements for 40 pax**

1. Date of Event: 18 October 2024
2. Hotel located in Quezon City
3. Provision of 3 sets of meals (am, pm snacks and buffet lunch)
4. Free-flowing coffee/tea
5. With Wifi access
6. Provision of projector, screen, podium and public address system with 3 microphones
7. Standby technical staff

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 upon execution until the entire duration of the event on 18 October 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 **Fifty-Six Thousand Pesos (Php 56,000.00)** 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**  
Director  
National Capital Region

**HAROLDS EVOTEL**

By:

  
**DIANA C. MONTOJO**  
Representative



Signed in the Presence of



**FUNDS AVAILABLE:**



**Maria Victoria S. Rodrigo**  
Acting Accountant





**ACKNOWLEDGEMENT**

Republic of the Philippines) S.S  
City of Makati

On this 27<sup>th</sup> day of October, 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
Director Sharlene Z. Batin	18870901A	24 Sep 2018	PPA MANILA
Diana C. Montojo	33-0854459-5		

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.

**NOTARY PUBLIC**

Doc. No. 169  
Page No. 34  
Book No. IV  
Series of 2024.

ATTY. AUDELLE D. ZAMBORA  
Notary Public  
Until Dec 31, 2025  
Penthouse, Legal Affairs Service, 807 Bldg.  
PTRR 10087400/01-12-252A/Makati City  
IAP Lifetime Member #034646/Makati City  
ROR# 44115/PAICIE# VII-0002095

