

SERVICE CONTRACT

Events Management

KNOW ALL MEN BY THESE PRESENTS:

That this Agreement, made and entered into this 23rd of August 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 Regional Director, **MS. SHARLENE ZABALA-BATIN** of legal age, Filipino and hereinafter referred to as the **FIRST PARTY**;

and

TOTAL EXHIBIT AND EXPO SOLUTIONS, INC. is a private entity existing and duly registered under the laws of the Philippines, with office address at 7 Sunshine Land, Rodriguez II Subdivision, Rodriguez Drive, Brgy. Baesa, Quirino Highway, Quezon City and represented by its President & CEO, **MR. JOHN PAUL C. ALARILLA** and hereinafter referred to as the **"SECOND PARTY"**;

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

WITNESSETH:

WHEREAS, the **FIRST PARTY** 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, pursuant to its mandates, the **FIRST PARTY** and in collaboration with the City Government of San Juan through its City Tourism and Cultural Affairs Office, will launch the *San Juan Art Circuit and Art Trail Tour* (the **"Event"**) which aims to provide a platform for local artists in San Juan City to showcase their talent and artwork by featuring their work alongside artists from Luzon, Visayas, and Mindanao and offers an opportunity for local artists to gain exposure and recognition, both within the local community and at a national level;

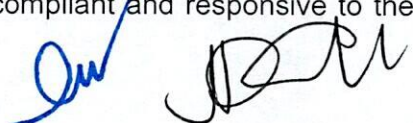
WHEREAS, the **FIRST PARTY** is in need of a service provider to manage the Event on 29 August to 03 September 2023 in San Juan City;

WHEREAS, the requirement was processed in compliance with the procedure on **Negotiated Procurement-Small Value Procurement**, pursuant to Section 53.9 of the Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (Government Procurement Reform Act);

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

WHEREAS, the requirement was processed in compliance with the procedure on **Negotiated Procurement-Small Value Procurement** pursuant to Section 53.9 of the Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (Government Procurement Reform Act);

WHEREAS, the Bids and Awards Committee (BAC) of the DOT-NCR, through **BAC Resolution No. 2023-136** 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 in the Terms of Reference (TOR);



NOW, THEREFORE, based on the foregoing, the **PARTIES** hereby agree to provide the following:

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

A. Overall Event Management and Manpower Support

- Event planning, design, and production
- Coordination with DOT Events Committee for details and requirements of the event
- Scouting, organizing facilities and managing all event details including but not limited to décor/physical arrangements/lights and sounds, equipment, catering, entertainment game master/program host
- Arrangement/Coordination of flow activities from ingress to egress
- Coordination with all suppliers and venue

B. Onsite Event Proper

- Technical Requirements:
 - Professional Lighting and Sound System suitable for a corporate event for 275 pax/attendees with inclusion of Moving Heads, follow spot, haze machine, and confetti; Stage design, set up and platform; LED Video System of at least 9x24ft; and 2 LED/ LCD TV and with stand at least 60 inches
- Production Team:
 - Events Director, Production Manager, Production Coordinator, Technical Director, Lighting Designer, Stage Manager, Audio Spinner, and Video Spinner

C. Documentation

- Terminal Report

D. Installation and Dismantling of Art Exhibits

- Creation, installation, and dismantling of Art Gallery
- Building and installation of movable walls, art display panels, and/or divider walls.
- Provision of lights for the artworks
- Manpower during egress to assist in the packaging and handling of artworks

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 **03 September 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 not to exceed **Six Hundred Ninety-Seven Thousand Pesos (PhP 697,000.00)** 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**

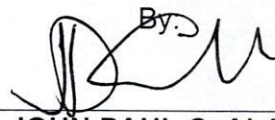
By:



MS. SHARLENE ZABALA-BATIN
Regional Director

**TOTAL EXHIBIT AND EXPO SOLUTIONS,
INC.**

By:

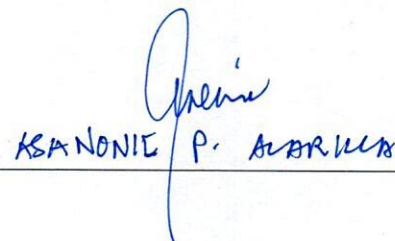


MR. JOHN PAUL C. ALARILLA
President and CEO

Signed in the Presence of



Collins Karla E. Telmo



KEANON P. ALARILLA

FUNDS AVAILABLE:



MS. JOYLYN O. RICOHERMOZO
Regional Accountant

GAA T4222, TDP Downloaded
TDP-DL-2023-DD2C

ACKNOWLEDGEMENT

Republic of the Philippines) S.S

City of **QUEZON CITY**)

On this 04 day of SEP 2023, 2023 personally appeared before me, a Notary Public in and for the City of **QUEZON CITY** the following persons:

Name	Government ID	Date Issued	Place Issued
MS. SHARLENE ZABALA-BATIN	DOT ID 170050	N/A	N/A
MR. JOHN PAUL C. ALARILLA	Passport P7967778A	17 July 2018	DFA Manila

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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Book No. 107

Series of 2023.

NOTARY PUBLIC


ATTY. FELIZARDO M. IBARRA
Notary Public Until Dec. 31, 2024
Adm. Matter No. NP-223(2023-2024)

Roll No. 80835

PTR NO. 3240753/Quezon City

IBP No. 254793/12-28-22

MCLE No. VIII-0800973/04-14-25

77 Rik.VI, No. 1160 Quirino Highway, Brgy. Kaligayahan, Quezon City