

SERVICE CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

That this Agreement, made and entered into this 25th day of October 2023 in the City of Makati, Philippines, by and between

The **DEPARTMENT OF TOURISM – NATIONAL CAPITAL REGION**, 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, **SHARLENE ZABALA-BATIN** of legal age, Filipino, hereinafter referred to as the **FIRST PARTY**;

and

The **BEAT AND BEADS EVENTS MANAGEMENT** is a private entity existing and duly registered under the laws of the Philippines, with office address at 753 Raxabago, Manila and represented by its Manager, **RESHYL V. RAMOS** and hereinafter referred to as the **SECOND PARTY**;

Each a Party, and 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, the **FIRST PARTY** has been requested to provide cultural performers during the Welcome Reception for the Arrival of Cruise Call In Manila on October 30 and November 2, 6 & 9, 2023.

WHEREAS, the **FIRST PARTY** is in need of a professional cultural dance company which can best showcase our rich heritage, costumes, dances and music to the visiting foreign delegates;

WHEREAS, the requirement was processed in compliance with the procedure on **Alternative Mode of Procurement** pursuant to **Section 53.6** of the Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (Government Procurement Reform Act);

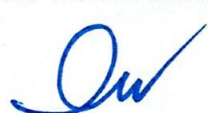
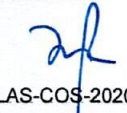
WHEREAS, the **SECOND PARTY**, is an organization that promotes arts and culture through the re-staging of various folk dances of the Philippines and possesses the necessary equipment, personnel, and expertise in providing the required services, has offered to undertake the project;

WHEREAS, the Bids and Awards Committee (BAC) of the **FIRST PARTY**, through **BAC Resolution No. 2023-178** has declared the **SECOND PARTY** to be the bidder found to be compliant and responsive to the technical specifications requirements and deliverables indicated in the Technical Specifications and Market Study);

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

1. **SERVICES**. The **SECOND PARTY** shall provide the following to the **FIRST PARTY**:

Provide a Cultural entertainment show consist of ati-atihan and Drum & Bugle during the Welcome Reception for the Arrival and Departure of Cruise Calls in Manila on October – November 2023;



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Said performance must be composed of dancers and musicians and must engage the audience to participate;

Said services already includes meals and transport to the venue and back to original destination;

2. **CONTRACT DURATION.** The Contract shall be effective on October 30, 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, which shall be based on actual expenses incurred, but not to exceed **Three Hundred Sixty Thousand Pesos (Php 360,000.00)** for the total actual 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.** When the **SECOND PARTY** fails to satisfactorily render the services under this Agreement within the specified schedule, the **SECOND PARTY** shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, not by way of penalty, in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed services scheduled for delivery for every day of delay. The **FIRST PARTY** need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due or which may become due to the **SECOND PARTY**, or collected from any securities or warranties posted by the **SECOND PARTY**, whichever is convenient to the procuring entity concerned. In no case shall the total sum of liquidated damages exceed ten percent (10%) of the total contract price, in which event the **FIRST PARTY** concerned may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.
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, judgements, 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 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. **ELECTRONIC SIGNATURES.** The parties shall be entitled to sign and transmit this Agreement with an electronic signature whether by facsimile, e-mail, or other electronic means, which signature shall be binding on the Party whose name is contained therein. Any Party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.
9. **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

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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:


SHARLENE ZABALA-BATIN

Regional Director

11 / 10 - 4199

BEAT AND BEADS EVENTS MANAGEMENT

By:


RESHYL V. RAMOS

Manager

Signed in the presence of:


MAY MENDOZA-RAMOS

Head, TFSU

FUNDS AVAILABLE:


JOYLYN O. RICOHERMOZO

Accountant

GFA 31-2022, MPD Downloaded
MPD-DL-23-000C

ACKNOWLEDGEMENT

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

On this 22nd day of November, 2023 personally appeared before me, a Notary Public in and for the City of Makati, the following persons:

Name	Government ID	Date Issued	Place Issued
SHARLENE ZABALA-BATIN	Passport ID P8870901A	29 Nov 2022	DFA MANILA
RESHYL V. RAMOS	POSTAL ID/ ED 5200406 905	DEC 2021	MANILA

all known to me to be the same person 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. 472
Page No. 95
Book No. III
Series of 2023.

ATTY. AUDELLE  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

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