

Service Contract
Consultancy Services

KNOW ALL MEN BY THESE PRESENTS:

That this Agreement is made and entered into this 08 APR 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 the 7840 Raya Regenerative Building, Makati Avenue, Brgy. Poblacion, 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

PIONEER PROFESSIONAL ACADEMY OF ASIA INC. is a private entity duly existing by virtue of Philippine laws with office address at 2282 Primer Star Center, Malate, Manila 1004 herein represented by its Academy Director, **MR. NOEL C. DULDULAO** 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 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, the **FIRST PARTY** is also mandated to conduct seminars and information campaigns as well as organize forum to inform the public on subject matters pertaining to the functions of the Department, tourism traffic and new tourism sites;

WHEREAS, the **FIRST PARTY** will conduct the *Filipino Brand of Service Excellence Training for the 2nd Quarter of FY 2024 (the "FBSE Training")* which aims to instill the culture of service excellence among tourism stakeholders and frontline personnel in the National Capital Region and raise the quality of service standards among the workforce in key tourism and service sectors;

W **WHEREAS**, the **FIRST PARTY** is in need of the of the services of a consultant to facilitate the preparation and conduct of the thirty-nine (39) runs of the FBSE Training from April to June 2024 in Metro Manila;

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**, 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 Bids and Awards Committee (BAC) of the **FIRST PARTY**, through **BAC Resolution No. 2024-032**, has declared the **SECOND PARTY** to be the bidder with the *Single Rated and Responsive Bid (SRRB)* as its quotation is found to be compliant and responsive to the technical specifications;

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

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

- A. Conceptualize and manage the whole event with thirty-nine (39) FBSE training programs;
- B. Conduct thirty-nine (39) runs of the FBSE Training with 40 participants each run under the following modules:
 - Module I – The Philippine Tourism Industry Situationer and the FBSE Journey
 - Module II - The 7Ms of Filipino Hospitality and Service Excellence
 - Module II - The G.U.E.S.T. Steps to Service Excellence
 - Module III - The HEART of Service Recovery
- C. Design and development of training program;
- D. Engage directly subject matter experts/speakers/moderator;
- E. Provide manpower to facilitate registration/attendance, pre-and post-test, feedback forms and management/assistance during workshop activities;
- F. Sourcing of seven (7) non-food tokens/giveaways/prizes for participants and focal persons;
- G. Facilitate photo documentation with photo caption to be posted on social media page and record one "Mabuhay" video of participants and speaker;
- H. Provide meals or the speaker and organizers;
- I. Provide certificates/e-certificates to with control code and certificate of appreciation to resource speaker;
- J. Include transportation and miscellaneous expenses and/or courier/delivery fees;
- K. Submit final documentation/proceedings, forms of the training program, modules/presentation, event materials within 10 working days after the training;
- L. Assist in encoding the gathered training/seminar data.

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

2. **EFFECTIVITY AND TERM.** This Agreement shall be effective from the execution of the contract until **05 July 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 **NINE HUNDRED SEVENTY-FIVE THOUSAND PESOS (PhP975,000.00)**, 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 the 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 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, proceedings, 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 a 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. **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:



SHARLENE ZABALA-BATIN
Regional Director

**PIONEER PROFESSIONAL ACADEMY OF
ASIA INC**

By:



NOEL C. DULDULAO
Academy Director

Signed in the presence of:




CATHERINE C. AGUSTIN



YVINA A. POTES

FUNDS AVAILABLE:



Ms. JOYLYN O. RICOHERMOZO
Regional Accountant 5-27-24

ACKNOWLEDGEMENT

Republic of the Philippines) S.S
City of CITY OF MANILA

On this APR 08 2024 day of _____, 2023 personally appeared before me, a Notary Public in and for the City of _____, the following persons:

Name	Government ID	Date Issued	Place Issued
Sharlene Zabala-Batin	DOT ID		MAKATI CITY
Noel C. Duldulao	UMID		Parrangue City

All are known to me to be the same person who executed the foregoing Agreement and acknowledged 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 2023.

NOTARY PUBLIC

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ATTY. JOHN EDWARD T. ANG
Notary Public for City of Manila
2F Midland Plaza Hotel, Adriatico St. Ermita, Manila
Notarial Commission No. 2823-091 Manila until 12-31-2024
IBP No. 393541 Issued on Jan. 3, 2024 until Dec. 31, 2024 Pasig City
PTR No. 1535522 Jan. 3, 2024 until Dec. 31, 2024 Manila
Roll No. 68731 Issued on May 29, 2017
MCLE No VII-0011675 Issued on March 1, 2022 until April 14, 2025