

SERVICE CONTRACT

Events Management

KNOW ALL MEN BY THESE PRESENTS:

That this Agreement is made and entered into this 06 SEP 2021 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 Makati Avenue, Brgy. Poblacion, Makati City represented by its Director, **MS. SHARLENE ZABALA-BATIN**, of legal age, Filipino, and hereinafter referred to as the “**FIRST PARTY**”;

and

NICATTO EVENTS AND MARKETING DYNAMICS CORP. is a private entity existing and duly registered under the laws of the Philippines, with office address at 2017 Tower 1 High St., South Corporate Plaza, 26th Street, corner 9th Avenue, Bonifacio Global City, Barangay Fort Bonifacio, Taguig City and represented by its Account Executive, **MS. ALDREA GONZALES** 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, the **FIRST PARTY** is mandated to ensure the development of Philippine tourism that is for and by the Filipino people, conserve and promote their heritage, national identity and sense of unity. It also aims to encourage activities and programs which promote tourism awareness, preserve the country's diverse cultures and heritage, and instill a sense of history and a culture of tourism among the youth and the populace;

WHEREAS, pursuant to the above mandates, the **FIRST PARTY** will conduct the *Celebration of Fiesta Hispano-Filipino, Night of Cultural Presentations* (the “**Event**”) in connection to the Fiesta de Intramuros on 06 September 2024 in Intramuros, Manila;

WHEREAS, the **FIRST PARTY** is in need of an Events Management company to undertake the requirements for the conduct of the Event on 06 September 2024;

WHEREAS, the requirement was processed in compliance with the procedure on **Negotiated Procurement-Small Value Procurement-DOT-NCR-BAC Resolution No. 2024-087** 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 Bids and Awards Committee (BAC) of the DOT-NCR, through BAC Resolution No. 2023-076 has delegated the conduct of Shopping, Negotiated Procurement under Emergency Cases, and Small Value Procurement to the Procurement Management Division (PMD);

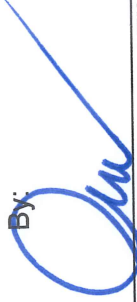
6. **FREE AND HARMLESS.** The **SECOND PARTY** shall hold the **FIRST PARTY** free and harmless from and hereby binds and obligates itself to indemnify the **FIRST PARTY** for any and all liabilities, losses, damages, injuries, including death, claims, demands, suits, proceedings, judgments, awards, 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 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.

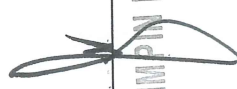
DEPARTMENT OF TOURISM

By: 
MS. SHARLENE ZABALA-BATIN
Director
National Capital Region

**NICATTO EVENTS AND MARKETING
DYNAMICS CORP.**

By: 
MS. ALDREA GONZALES
Account Executive

Signed in the presence of:


G. LIMPIN IV


CATHERINE NICOLE G. TOLENTINO
CEO/President

FUNDS AVAILABLE:


MARIA VICTORIA S. RODRIGO
Accounting Division
Fy 2024 Qm-leased TPP noE
P 300,000.00

ACKNOWLEDGMENT

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

On this 26th day of September, 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	08870901A	24 Sep 2018	DFA Manila
Ms. Aldrea Gonzales	TIN ID	08 / 07 / 2020	DASMARINAS, CAVITE

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all known to me to be the same persons who executed the foregoing Agreement and acknowledgment 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. 36
Page No. 8
Book No. IV
Series of 2024.

NOTARY PUBLIC

ATTY. AUDELLA ZAMORA
Notary Public
Until Dec. 31 / 2025
Penthouse, Legal Affairs Service, DOT Bldg
PTR# 10087400/01-12-2024/Makati City
IsP Lifetime Member#04646/Makati City
Rol# 44115/MCLE# VIII-0002095

