

**Contract for the Procurement of Events Management Company for the Love Metro Manila:
Transit Tour and Medical Concierge Launch**

This Contract for the Procurement of Events Management Company for the Love Metro Manila: Transit Tour and Medical Concierge Launch ("Agreement") is made this November 5, 2024 in the City of Makati, 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, Brgy. Población, Makati City, represented by the **Assistant Secretary for TDRG and concurrent Regional Director SHARLENE ZABALA-BATIN**, of legal age, Filipino and hereinafter referred to as "Procuring Entity";

and

POSITIVE EXPOSURE PRODUCTIONS, INC., is a private entity existing and duly registered under the laws of the Philippines, with address Unit 909 Tycoon Corporate Pearl Drive, Brgy. San Antonio, Pasig City, herein represented by its **CEO MARINEL BARQUIN LEE**, referred to as the "Supplier";

WITNESSETH:

WHEREAS, the Procuring Entity invited Bids for certain goods and ancillary services, particularly the ground handling service to provide logistics and other arrangements for the Philippines Love Metro Manila: Transit Tour and Medical Concierge Launch on March 7, 2025 and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **TWO MILLION NINE HUNDRED NINETY-FIVE THOUSAND PESOS AND 33/100 (PhP 2,995,000.33)** inclusive of all applicable taxes (hereinafter referred to as "Contract Price").

NOW, THEREFORE, based on the foregoing, the Parties agree as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respective assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of the Agreement, viz:
 - a. Philippines Bidding Documents (PBDs);
 - i. Schedule of Requirements
 - ii. Technical Specifications of Terms of Reference;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - b. Winning bidder's bid, including Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
 - c. Bid form, including all documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to bid, if any, resulting from the PROCURING ENTITY'S bid evaluation;

- d. Performance Security;
 - e. Notice of Award of Contract; and the Bidder's conforme thereto; and
 - f. Other contract documents that may be required by existing laws/and or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice of Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.
3. In consideration of the sum of the **Two Million Nine Hundred Ninety-Five Thousand Pesos and 33/100 (Php 2,995,000.33)** inclusive of applicable taxes or such other sums as may be ascertained, the SUPPLIER agrees to provide ground handling services in accordance with its Bid.
4. The PROCURING ENTITY agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

**DEPARTMENT OF TOURISM
NATIONAL CAPITAL REGION
(Procuring Entity)**

By:

SHARLENE ZABALA-BATIN

Assistant Secretary for TDRG and concurrent
Regional Director

**POSITIVE EXPOSURE PRODUCTIONS,
INC.,
(Supplier)**

By:

MARINEL BARQUIN LEE

CEO

G. LIMPAN IV

Signed in the Presence of

Dorothy H. Hologan

CERTIFIED FUNDS AVAILABLE:

XA

MARIA VICTORIA RODRIGO
Acting Accountant, DOT-NCR

ACKNOWLEDGEMENT

Republic of the Philippines)
City of Makati

05 NOV 2024

BEFORE ME, a Notary Public, in and for QUEZON CITY, this day of 2024, personally appeared:

Name	Government ID	Date Issued	Place Issued
SHARLENE ZABALA-BATIN	S0027458A	29 NOV. 2022	DFA Manila
MARINEL BARQUIN LEE	P7975353B	25 OCT. 2021	DFA Manila

all known to me to be the same persons who executed the foregoing instrument, and they acknowledged the same to be their free and voluntary act and deed and of the entities they represent.

05 NOV 2024,

WITNESS MY HAND AND SEAL on this day of 2024.

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Book No. 171
Series of 2024.

ATTY. ROSALINDA DOMINGO-MONTENEGRO

My Commission expires on Dec. 31, 2025
Admin. Matter No. NS-067(2024-2025)
PTR No. 7079313 01/06/2025-Q.C.
IBP OR No. 397268 01/06/2025-Q.C.
ROLL No. 68465

MCLE Compliance No. VII-0021672 Valid Until April 14, 2025
Unit 312 Acre Bldg. 137 Malakas St., Dilliman
Brgy. Central, Quezon City

GENERAL CONDITIONS OF THE CONTRACT

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC**, **Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

5.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

SPECIAL CONDITIONS OF CONTRACT

GCC Clause	
1	Delivery and Documents – For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows: Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). The Procuring Entity's Representative at the Project Site is: <i>Gregorio Limpin IV</i> <i>Department of Tourism - NCR</i> <i>gglimpin@tourism.gov.ph</i>
2.2	Partial payment is not allowed.
4	The deliverables shall be subject to the inspection and acceptance of the Project Officer.