

21-00204

**Contract for the Procurement of a Service Provider for the Printing and Production of 2021 DOT Accreditation Stickers for Tourist Vehicles, Tourism Enterprises and Other Tourism-Related Enterprises (Lot No. 1)**

This Contract for the Procurement of a Service Provider for the Printing/Production of 2021 DOT Accreditation Stickers for Tourist Vehicles, Tourism Enterprises and Other Tourism-Related Enterprises (Lot No. 1) (Agreement) is made this NOV 19 2021 2021, in the City of Makati, by and among:

The **Department of Tourism (DOT)**, a government agency with principal office address at the DOT Building, No. 351 Sen. Gil Puyat Avenue, Makati City, Philippines, represented by its **ASSISTANT SECRETARY CHRISTOPHER V. MORALES**, and hereinafter referred to as the "PROCURING ENTITY";

and

**TOPBEST PRINTING CORPORATION**, a private entity duly organized and existing under the laws of the Philippines, with business address at 197 Ma. Clara St., Bet 9<sup>th</sup> & 10<sup>th</sup> Ave, Grace Park, Kalookan City, duly authorized and represented herein by its **SALES MANAGER, MS. SHIRLEY L. DIONISIO** and herein referred to as the "SUPPLIER";

**WITNESSETH:**

**WHEREAS**, under Republic Act No. 9593 or the Tourism Act of 2009, the PROCURING ENTITY is mandated to develop and enforce a comprehensive system of mandatory accreditation for Primary Tourism Enterprises, and voluntary accreditation for Secondary Tourism Enterprises, in accordance with prescribed guidelines and standards;

**WHEREAS**, as proof of DOT accreditation of Primary and Secondary Tourism Enterprises, the PROCURING ENTITY intends to provide such tourism enterprises with accreditation stickers;

**WHEREAS**, the PROCURING ENTITY is in need of a service provider for the printing and production of 2021 DOT Accreditation Stickers for Tourist Transport Vehicles, Tourism Enterprises and Other Tourism-Related Enterprises (Lot No. 1) with a contract duration of two (2) months effective from the receipt of the Notice to Proceed and has invited bids for procurement of the same;

**WHEREAS**, the SUPPLIER has submitted its bid for the procurement of service provider for the printing/production of 2021 DOT Accreditation stickers for Tourist Transport Vehicles, Tourism Enterprises and Other Tourism-Related Enterprises (Lot No. 1) in the amount of **One Million Seven Hundred Seventy-Five Thousand Five Hundred Thirty-Five Philippine Pesos (PhP1,775,535.00)**, inclusive of applicable taxes ("Contract Price");

**WHEREAS**, after due evaluation of the bid of the SUPPLIER, the Bids and Awards Committee (BAC) of the PROCURING ENTITY, through **BAC Resolution No. 2021-176**, has declared the SUPPLIER to be the Lowest Calculated and Responsive Bid (LCRB) and has recommended the award of the contract for the SUPPLIER;

**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 respectively assigned to them in the Conditions of Contract referred to.

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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 this Agreement, viz.:
- a. Philippine Bidding Documents (PBDs);
    - i. Schedule of Requirements;
    - ii. Technical Specifications or Terms of Reference;
    - iii. General and Special Conditions of Contract; and
    - iv. Supplemental or Bid Bulletins, if any
  - b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;
  - c. Bid form, including all the 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 the 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 to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract
3. In consideration for the sum of **One Million Seven Hundred Seventy-Five Thousand Five Hundred Thirty-Five Philippine Pesos (PhP1,775,535.00)**, inclusive of applicable taxes; or such other sums as may be ascertained, Topbest Printing Corporation, agrees to provide Printing/Production of 2021 DOT Accreditation Stickers for Tourist Vehicles, Tourism Enterprises and Other Tourism-Related Enterprises (Lot No. 1) in accordance with its Bid.
4. The Department of Tourism agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto 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  
(Procuring Entity)**

By:



**CHRISTOPHER V. MORALES**  
Assistant Secretary

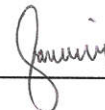
**TOPBEST PRINTING CORPORATION  
(Supplier)**

By:



**SHIRLEY L. DIONISIO**  
Sales Manager

Signed in the presence of:



**FUNDS AVAILABLE:**



**ROMAN G. BERSAMIRA**  
Chief, Accounting Division, DOT

**DANICA ANN D. NACU**



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ACKNOWLEDGEMENT

Republic of the Philippines) S.S  
Makati

BEFORE ME, a Notary Public, in and for Makati, this 3rd day of December 2021,  
personally appeared:

Name	Government ID	Date Issued	Place Issued
Christopher V. Morales	<i>Pjt P2623910B</i>		
Shirley L. Dionisio	Driver's License NO3-05-017086	6/29/17	Kalookan City

all known to me to be the same persons who executed the foregoing instrument consisting of three (3) pages, including this page on which the Acknowledgement is written, and they acknowledged the same to be their free and voluntary act and deed and of the entities they represent.

WITNESS MY HAND AND SEAL on this 3rd day of December 2021.

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Book No. 711  
Series of 2021

ATTY. AUDELLE H. ZAMORA  
NOTARY PUBLIC  
UNTIL DECEMBER, 2021  
PENTHOUSE, LEGAL AFFAIRS SERVICE, DOT BLDG  
PTR NO. 8144622 - 1/15/20 - MAKATI CITY  
IBP LIFETIME MEMBER 04646 / MAKATI CITY  
ROLL NO. 44115-MCLE VI-0024349

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## CERTIFICATION

I, **CHRISTOPHER V. MORALES**, of legal age and with office address at the New DOT Building, 351 Gil Puyat Avenue, Makati City, after having been sworn in accordance with the law, state that:

1. I am the Assistant Secretary for Tourism Regulation, Coordination and Resource Generation in the Department of Tourism (DOT) and the Delegated Head of the Procuring Entity;
2. Pursuant to Bids and Awards Committee (BAC) Resolution No. 2021-176, the DOT and TOPBEST PRINTING CORPORATION entered into a Service Contract for the Procurement of a Service Provider for the Printing/Production of 2021 DOT Accreditation Stickers for Tourist Transport Vehicles, Tourism Enterprises and Other Tourism-Related Enterprises (Lot No. 1) amounting to One Million Seven Hundred Seventy-Five Thousand Five Hundred Thirty-Five Pesos (PhP1,775,535.00) (the "Contract");
3. I hereby certify that the Contract has been entered into in faithful compliance with Republic Act No. 9184 and its Implementing Rules and Regulations, and all other applicable laws, rules, and regulations;
4. This Certification is being made in compliance with Executive Order No. 423 s. 2005 as amended by Executive Order No. 34 s. 2017.


IN WITNESS WHEREOF, I have affixed my signature this \_\_\_\_ day of \_\_\_\_\_ at Makati City.

  
**CHRISTOPHER V. MORALES**  
Assistant Secretary  
Department of Tourism

SUBSCRIBED AND SWORN to before me this 3<sup>rd</sup> day of December 2021 at Makati affiant exhibiting to me his/her PhP P2623950B.

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Book No. III  
Series of 2021.

**NOTARY PUBLIC**

  
ATTY. AUDELE M. ZAMORA  
NOTARY PUBLIC  
UNTL DECEMBER, 2021  
PENTHOUSE, LEGAL AFFAIRS SERVICE, DOT BLDG  
PTR NO. 8144622 - 1/15/20 - MAKATI CITY /  
IBP LIFETIME MEMBER 04646 / MAKATI CITY  
ROLL NO. 44115 MCLE VI-0024349

## 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.



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**Special Conditions of Contract**

GCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p>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:</p> <p>“The delivery terms applicable to this Contract are delivered at <b>New DOT Building, 351 Gil Puyat Avenue, Makati City</b>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site are:  <b>JC JAN O. CUETO / SHARLEMAGNE S. VALDEZ</b>  <b>Project Officers</b>  <b>Email: <u>otsr.standards@gmail.com</u></b></p>
	<p><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity  Name of the Supplier  Contract Description  Final Destination  Gross weight  Any special lifting instructions  Any special handling instructions  Any relevant HAZCHEM classifications</p>

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	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></p> <p>Transportation or delivery of the goods to the identified delivery, , including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	Partial payment is not allowed.
4	The inspection, tests, if applicable, and final acceptance are conducted by the Project Officer.

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