

22-00080

Contract for the Procurement of Professional Congress Organizer (PCO) Services for the 21st World Travel and Tourism Council (WTTC) Global Summit

This Contract for the Procurement of Professional Congress Organizer (PCO) Services for the 21st World Travel and Tourism Council (WTTC) Global Summit ("Agreement") is made this ~~MAR 21 2022~~ 2022, in the City of Makati, by and between:

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 **UNDERSECRETARY WOODROW C. MAQUILING, JR.** and hereinafter referred to as the "**PROCURING ENTITY**";

-and-

TOTAL EXHIBIT AND EXPO SOLUTIONS, INC., a private entity duly organized and existing under the laws of the Philippines, with business address at #7 Sunshine Lane, Rodriguez Subdivision, Rodriguez Drive, Brgy. Baeza, Quirino Highway, Quezon City, authorized and represented herein by its **PRESIDENT AND CEO JOHN PAUL C. ALARILLA** 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 provide an integrated market development program to attract people to visit the Philippines and enhance the prestige of the country and the Filipino people in the international community;

WHEREAS, under the initiative of the **PROCURING ENTITY**, the Philippines has been selected to host the 21st World Travel and Tourism Council (WTTC) Global Summit ("Event") on 20 to 22 April 2022 (originally scheduled in April 2021), which is projected to bring over 800 delegates composed of officials and representatives from tourism-related and allied enterprises, including tourism ministers and officials from international organizations, such as the United Nations World Tourism Organization (UNTWO);

WHEREAS, the **PROCURING ENTITY** is in need of Professional Congress Organizer (PCO) Services for the Philippine hosting of the Event, and the **SUPPLIER** has submitted its bid thereto;

WHEREAS, after the evaluation of the bid of the **SUPPLIER**, the Bids and Awards Committee (**BAC**) of the **PROCURING ENTITY**, through **BAC Resolution No. 2022-032** has declared the **SUPPLIER** to be the bidder with the Lowest Calculated and Responsive Bid (LCRB) and has recommended the award of the contract in the total amount of Twenty-Three Million Four Hundred Seventy-Seven Thousand Pesos (PhP23,477,000.00), inclusive of applicable taxes;

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.
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.:

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- 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 **Twenty-Three Million Four Hundred Seventy-seven Thousand Pesos (Php23,477,000.00)**, inclusive of applicable taxes; or such other sums as may be ascertained, the SUPPLIER agrees to provide professional congress organizer 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.

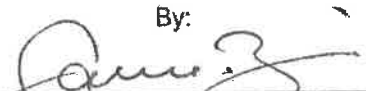
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.


DEPARTMENT OF TOURISM
(Procuring Entity)

TOTAL EXHIBIT AND EXPO SOLUTIONS, INC.
(Supplier)

By:

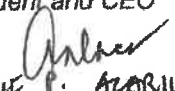
By:


WOODROW C. MAQUILING, JR.
Undersecretary



JOHN PAUL C. ALARILLA
President and CEO

Signed in the Presence of

JEM MIERA M. TABLA



RONNIE P. ALARILLA

CERTIFIED FUNDS AVAILABLE:


ROMAN G. BERSAMIRA
Chief, Accounting Division

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ACKNOWLEDGEMENT

Republic of the Philippines) S.S
Makati

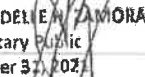
BEFORE ME, a Notary Public, in and for Makati, this 31st day of March 2022, personally appeared:

Name	Government ID	Date Issued	Place Issued
Woodrow C. Maquiling, Jr.	<u>PPT 50017651A</u>		
John Paul C. Alarilla	PASSPORT P7967778A	17JULY2018	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.

WITNESS MY HAND AND SEAL on this 31st day of March 2022.

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ATTY. AUDELIN ZAMORA
Notary Public
Until December 31, 2021
Penthouse, Legal Affairs Service, DOT Bldg.
PTR No. 8862991 - 01/13/2022 - Makati City
ISP Lifetime Member D4646 / Makati City
Roll No. 44115 / MCLE VI-0024349
Extended Until June 30, 2022 Per BM No. 3795



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	<p>Delivery of the Goods (Professional Congress Organizer Services) shall be made by the Supplier in Department of Tourism Office 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 is</p> <p>Ms. Jem Turla jmturla@tourism.gov.ph</p> <p>Incidental Services –</p> <p>The Supplier is required to provide the following services, including additional services, if any, as specified in Section VI. Schedule of Requirements:</p> <p>a. Performance or supervision of the supplied Goods;</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p>								
2.2	<p>Payment to the winning bidder shall be made upon completion of the following identified milestones:</p> <table border="1" data-bbox="437 1070 1295 1348"> <thead> <tr> <th>Output/Milestone</th> <th>% of payment</th> </tr> </thead> <tbody> <tr> <td>Upon ingress, physical and technical set up of the Summit</td> <td>50%</td> </tr> <tr> <td>Upon satisfactory performance of services</td> <td>50%</td> </tr> <tr> <td>Total</td> <td>100%</td> </tr> </tbody> </table> <p>Facilitation of payment shall be made provided that all supporting documents are submitted. It may include the following: delivery list of goods, items and equipment, acknowledgment receipt, photos, and certificate of satisfactory performance, among other submissions.</p>	Output/Milestone	% of payment	Upon ingress, physical and technical set up of the Summit	50%	Upon satisfactory performance of services	50%	Total	100%
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4	<p>The deliverables shall be subject to the inspection and acceptance of the DOT's authorized representative(s).</p>								

