

24-00191

Contract for the Procurement of Events Management Company for the SALAM: The Halal Tourism and Trade Expo Philippines 2024

This *Contract for Procurement of Events Management Company for the SALAM: The Halal Tourism and Trade Expo Philippines 2024 on June 14-16, 2024* (Agreement) is made 13 JUNE 2024, 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, MYRA PAZ VALDERROSA-ABUBAKAR** 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 **CHAIRMAN, PRESIDENT AND CEO ASANONIE P. ALARILLA** and herein referred to as the "SUPPLIER";

WITNESSETH:

WHEREAS, the Procuring Entity invited Bids for certain goods and ancillary services, particularly the *Procurement of Events Management Company for the SALAM: The Halal Tourism and Trade Expo Philippines 2024 on June 14-16, 2024* and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Two Million Three Hundred Ninety-Seven Thousand Pesos (PhP2,397,000.00)**, inclusive of applicable taxes and other charges (hereinafter called "the 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 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.*:
 - 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;

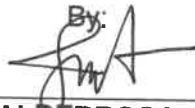


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- e. Notice of Award of Contract; and the Bidder's conforme thereto; and
 - f. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents 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 **Two Million Three Hundred Ninety-Seven Thousand Pesos (PhP2,397,000.00)**, inclusive of applicable taxes; or such other sums as may be ascertained, TOTAL EXHIBIT AND EXPO SOLUTIONS INC. agrees to provide events management services for the conduct of SALAM: The Halal Tourism and Trade Expo Philippines 2024 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: 

MYRA PAZ VALDERROSA-ABUBAKAR
Undersecretary

TOTAL EXHIBIT AND EXPO SOLUTIONS INC.
(Supplier)

By: 

ASANONIE P. ALARILLA
President and CEO

Signed in the Presence of



JUAN CORNELIO E. LLANETA



MARIA ISABELLA P. ALARILLA

CERTIFIED FUNDS AVAILABLE:


ROY V. DANDO
OIC-Chief, Accounting Division

24-00191

ACKNOWLEDGEMENT

Republic of the Philippines) S.S
Makati

BEFORE ME, a Notary Public, in and for Makati, this 20th day of June 2024, personally appeared:

Name	Government ID	Date Issued	Place Issued
<i>Myra Paz Valderrosa - Abubakar</i>	<i>Ppt# 50028858 A</i>		
ASANONIE P. ALARILLA	P7973147A	17 JULY 2018	DFA MANILA

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 20th day of June 2024.

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[Signature]
ATTY. AUDELLE H. ZAMORA
Notary Public
Until Dec. 31, 2025
Penthouse, Legal Affairs Service, DOT Bldg.
PTR# 10087400/01-12-2024/Makati City
IBP Lifetime Member#04646/Makati City
Roll# 44115/MCLE# VIII-0002095

[Signature]



CERTIFICATION

I, **MYRA PAZ VALDERROSA-ABUBAKAR**, 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 an Undersecretary in the Department of Tourism (DOT) and the Delegated Head of the Procuring Entity;
2. Pursuant to Bids and Awards Committee (BAC) Resolution No. 2024-090, the DOT and TOTAL EXHIBIT AND EXPO SOLUTIONS, INC. entered into a Service Contract for Procurement of Events Management Company for the SALAM: The Halal Tourism and Trade Expo Philippines 2024 on June 14-16, 2024 (DOT-BAC-IB NO. 2024-009) amounting to Two Million Three Hundred Ninety-Seven Thousand Pesos (PHP2,397,000.00) (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.

MYRA PAZ VALDERROSA-ABUBAKAR
Undersecretary, Department of Tourism

SUBSCRIBED AND SWORN to before me this 20th day of June 2024 at Makati affiant exhibiting to me his/her PIR # 500 288 58 A.

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NOTARY PUBLIC

ATTY. AUDELLE M. ZAMORA
Notary Public
Until Dec. 31, 2025

Penthouse, Legal Affairs Service, DOT Bldg.
PTR# 10087400/01-12-2024/Makati City
IBP Lifetime Member#04646/Makati City
Roll# 44115/MCLE# VIII-000209

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 VI (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 and Documents –</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>The Procuring Entity's Representative at the Project Site is:</p> <p>MR. UAN CORNELIO E. LLANETA Project Officer uellaneta@tourism.gov.ph</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> 1. performance or supervision of on-site assembly and/or start-up of the supplied Goods; 2. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; 3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods 4. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and 5. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. <p>Packaging –</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.</p> <p>Transportation –</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, 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. 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>



2.2	Partial payment is not allowed.
4	The deliverables shall be subject to the inspection and acceptance of the Project Officer.

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REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF TOURISM

CERTIFICATE AS TO AVAILABILITY OF FUNDS

A-CERTIFICATION

June 13, 2024

Pursuant to the provisions of the Section 86 of 1445, LOI 968 and Section 46, PD no. 1177, I hereby certify that the funds have been fully appropriated and allotted under GEN. APPROPRIATION ACT in the total amount of **₱2,397,000.00** I further certify that the amount of **₱2,397,000.00** necessary to cover the proposed contract to provide Events Management Company for the Conduct of SALAAM: The Halal Tourism And Trade Expo Philippines 2024 for the period of **14 to 16 June 2024** entered into **TOTAL EXHIBIT AND EXPO SOLUTIONS INC.** is available for expenditures account thereof.

CERTIFIED:


ROY V. DANDO
OIC-Chief, Accounting Division

DETAILS OF APPROPRIATIONS/ALLOTMENTS - C

Amount of Appropriation: **₱2,397,000.00**
Functions Project:

Appropriation Law: **GAA2024**
Allotment Class: **MOOE**

C- STATUS OF FUNDS

PARTICULARS :	AMOUNT
AMOUNT CERTIFIED	₱2,397,000.00
Less: quarter 1 Balance	
Less: quarter 2 Balance	<u>2,397,000.00</u>
Less: quarter 3 Balance	-0-
Less: quarter 4 (GAA)	

Remarks: **FOR FUNDING PURPOSES ONLY**



CERTIFICATION

This is to certify that the funds have been appropriated and allotted under **FY 2024 A.3.a** in the amount of **Two Million Three Hundred Ninety-Seven Thousand Pesos (PhP2,397,000.00)** for the payment of **TOTAL EXHIBIT AND EXPO SOLUTIONS INC.** to provide **Events Management Company** for the conduct of **SALAAM: The Halal Tourism and Trade Expo Philippines 2024** on June 14-16, 2024

This is to further certify that the said amount is available for expenditure.

13 June 2024

PREPARED BY:


UAN CORNELIO E. LLANETA
Project Officer, Office of
Undersecretary Myra Paz
Valderrosa-Abubakar

CERTIFIED BY:


JOSEPHINE G. ANDAYA
Chief, Budget Division 

