

SERVICE CONTRACT

Booth Contractor

KNOW ALL MEN BY THESE PRESENTS:

That this Agreement, made and entered into this July 15, 2024 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 7840 Raya Regenerative Bldg., Makati Avenue, Brgy. Poblacion, Makati City represented by Director **SHARLENE ZABALA-BATIN**, of legal age, Filipino and hereinafter referred to as the **FIRST PARTY**;

and

BECONCEPT DESIGN is a private entity duly existing by virtue of Philippine laws with office address at Purok Magsasaka, Brgy. Irawan, Puerto Princesa City, Palawan herein represented by its General Manager, **MS. MARIA BERNADETTE MARTHA S. SALCEDO** 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 primary planning, programming, coordinating, implementing, and regulatory government agency in the development and promotion of the tourism industry, both domestic and international;

WHEREAS, the **FIRST PARTY** will participate as one of the exhibitors the 2nd Central Philippines Tourism Expo (the "**Event**"), Event will carry the "The Center for Philippines Tourism Sustainability and Conservation" and hopes to gather the regions together to showcase the rich culture, natural wonders, and tourism assets through the 3-day travel trade exposition;

WHEREAS, pursuant to the above and to promote and develop domestic and inbound tourism in the NCR and as part of the organizer's commitment and objective to contribute to marketing and promotion of Central Philippines, the **FIRST PARTY** is in need of the services of a booth contractor to handle the design, set-up, and dismantling of the NCR booth for the Event on 18-12 July 2024;

WHEREAS, the requirement was processed in compliance with the procedure on **Negotiated Procurement-Small Value Procurement**, 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** is a duly registered member of the Philippine Government Electronic Procurement System (PhilGEPS) who possesses the necessary skills, experience and expertise in providing the required services, has offered to undertake the project;

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WHEREAS, the Bids and Awards Committee (BAC) of the DOT-NCR, through **BAC Resolution No. 2024-072** has declared the **SECOND PARTY** to be the bidder with the Single Calculated and Responsive Bid (SCRB) as its quotation was found to be compliant and responsive to the technical specifications;

NOW, THEREFORE, based on the foregoing, the **PARTIES** hereby agree as follows:

1. **SERVICES.** The **SECOND PARTY** hereby agrees to provide the following:

- Backdrop panels
- Gray Carpet
- 2x4m platform
- Back printed high resolution tarpaulins
- Build up Brand logo with back lightning
- 6 floodlights (top panel)
- 2 tables with 4 chairs
- TV Monitor (65 inches)
- Installation and disassemble
- Permits during installation
- Ownership: The booth frame, panels, lights are all property of BEconcept
- The client cannot make any alterations, modifications on the booth panels

A. Dismantling inclusive of storage/disposal of the aforementioned booth/parts and egress on the dates designated by the event organizers;

B. Other pertinent inclusions deemed necessary by both parties to improve the general look and function of the stand;

C. Must abide by the Organizer's show rules and regulations;

D. Must coordinate closely with the Organizers and DOT-NCR in accomplishing the requirements to set up the booth

Details of the of the above, including the booth requirements and other responsibilities of **SECOND PARTY** are indicated in the attached **Technical Specifications**, which forms as integral part of this contract.

2. **EFFECTIVITY AND TERM.** This Agreement shall be effective upon execution of contract until **21 July 2024**;

3. **COMPENSATION.** By way of compensation for its services, the **FIRST PARTY** shall pay the **SECOND PARTY** the total amount indicated in the Statement of Account, which shall be based on actual expenses incurred, but not to exceed **Ninety-Eight Thousand Pesos Only (PhP 98,000.00)** for the total actual cost of services rendered inclusive of VAT and other taxes.

4. **PAYMENT.** The above consideration will be paid by the **FIRST PARTY** following the schedule below and after presentation of the required Statement of Account and other necessary documents, subject to the usual accounting and auditing rules and regulations by the **SECOND PARTY**. It is understood, however, that payment shall only be made after it has fully and satisfactorily rendered its undertaking under this agreement:

5. **LIQUIDATED DAMAGES.** When the **SECOND PARTY** fails to satisfactorily render the services under this Agreement within the specified schedule, the **SECOND PARTY** shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, not by way of penalty, in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed services scheduled for delivery for every day of delay.

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6. The **FIRST PARTY** need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due or which may become due to the **SECOND PARTY** or collected from any securities or warranties posted by the **SECOND PARTY**, whichever is convenient to the procuring entity concerned. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the **FIRST PARTY** may rescind or terminate the contract and impose appropriate sanctions over and above the liquidated damages to be paid.
7. **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, proceeding, 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.
8. **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 amicably 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*.
9. **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 –
NATIONAL CAPITAL REGION

By:


SHARLENE Z. BATIN
Regional Director

BECONCEPT DESIGN

By:


MARIA BERNADETTE MARTHA S.
SALCEDO
General Manager

Signed in the Presence of


Collins Karla B. Telmo


EMMA RIXYL BAYAT

FUNDS AVAILABLE:


MARIA VICTORIA S. RODRIGO
Acting Accountant

GAA FY 2024 MPD MOE

₱ 98,000.00

ACKNOWLEDGEMENT

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

On this 9th day of August, 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
Sharlene Zabala-Batin	<u>DOT ID 170050</u>		<u>MAKATI CITY</u>
Maria Bernadette Martha S. Salcedo	<u>National ID 9639/CBN411</u>	<u>N/A</u>	<u>N/A</u>

all known to me to be the same persons who executed the foregoing Agreement and acknowledgement 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. 170
Page No. 30
Book No. III
Series of 2024.

NOTARY PUBLIC

ATTY. AUDELIA H. ZAMORA
Notary Public
Until Dec. 31, 2025
Penthouse, Legal Affairs Service, DOT Bldg.
PTR# 10087400/01-12-2024/Makati City
I&P Lifetime Member#04646/Makati City
Roll# 44115/MCLE# VIII-0002095