

**Contract for Procurement of Travel and Tour Operator for the Department of Tourism's Hosting of the UN Tourism Events in the Philippines on June 26-28, 2024 in Cebu**

This Contract for the Procurement of Travel and Tour Operator for the Department of Tourism's (DOT) Hosting of the UN Tourism Events in the Philippines on June 26-28, 2024 in Cebu (Agreement) is made this JUNE 13 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 **OIC-UNDERSECRETARY, VERNA C. BUENSUCESO** and hereinafter referred to as the "PROCURING ENTITY";

and

**JJA TRAVEL AND TOURS**, a private entity duly organized and existing under the laws of the Philippines, with business address at Unit 8 Colonnade Residences, 132 Legaspi St., cor. Gil St. San Lorenzo, Makati City, duly authorized and represented herein by its **AUTHORIZED REPRESENTATIVE, MS. AMERY S. SANTIAGO** and herein referred to as the "SUPPLIER";

**WITNESSETH:**

**WHEREAS**, the Entity invited Bids for certain goods and ancillary services, particularly the *ground handling services for the Conduct of DOT's Hosting of the UN Tourism Events in the Philippines on June 26-28, 2024 in Cebu* and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of **Three Million Seven Hundred Nine Thousand Eight Hundred Eighty-Eight Pesos (PhP 3,709,888.00)**, inclusive of applicable taxes (herein 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;

24-00182

- 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 **Three Million Seven Hundred Nine Thousand Eight Hundred Eighty-Eight Pesos (PhP 3,709,888.00)**, 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 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.

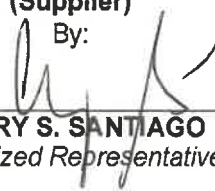
**DEPARTMENT OF TOURISM**  
(Procuring Entity)

By:

  
VERNA C. BUENSUCESO  
OIC-Undersecretary


**JJA TRAVEL AND TOURS**  
(Supplier)

By:


  
AMERY S. SANTIAGO  
Authorized Representative

Signed in the Presence of

  
DAVIDSON T. MERCADO  
ADMIN & FINANCE OFFICER

  
JAMECA A. SILVERIO  
ADMIN ASSISTANT

**CERTIFIED FUNDS AVAILABLE:**

  
ROY V. DANDO  
Chief, OIC-Accounting Division

24-00182

ACKNOWLEDGEMENT

Republic of the Philippines) S.S  
Makati

BEFORE ME, a Notary Public, in and for Makati, this 18<sup>th</sup> day of June 2024, personally appeared:

Name	Government ID	Date Issued	Place Issued
VERNA C. BUENSUCESO	S0051870A	13 OCT. 2023	DFA MANILA
AMERY S. SANTIAGO	P8688675A	September 10, 2018	DFA NCR NORTHEAST

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 18<sup>th</sup> day of June 2024.

Doc. No. 410  
Page No. 82  
Book No. II  
Series of 2024

**ATTY. AUDELIA H. ZAMORA**  
Notary Public  
Until Dec 31, 2025  
Penthouse, Legal Affairs Service, DOT Bldg.  
PTR# 10087400/01-17-2024/Makati City  
IBP Lifetime Member#04646/Makati City  
Roll# 44115/MCLE# VIII-0002095

ayk  
ayk  
ayk



**CERTIFICATION**

I, **VERNA C. BUENSUCESO**, 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 OIC-Undersecretary for Tourism Development in the Department of Tourism (DOT) and the Delegated Head of the Procuring Entity;
2. Pursuant to Bids and Awards Committee (BAC) Resolution No. 2024-083, the DOT and JJA TRAVEL AND TOURS entered into a Service Contract for Procurement of Travel and Tour Operator for the conduct of Department's Hosting of the UN Tourism Events in the Philippines on June 26-28, 2024 in Cebu (DOT-BAC IB NO. 2024-015) amounting to Three Million Seven Hundred Nine Thousand Eight Hundred Eighty-Eight Pesos (PhP3,709,888.00) (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.

*[Handwritten Signature]*  
**VERNA C. BUENSUCESO**  
OIC-Undersecretary for Tourism Development,  
Department of Tourism (DOT)

SUBSCRIBED AND SWORN to before me this 18<sup>th</sup> day of June 2024 at Makati affiant exhibiting to me his/her PhP 50031870A.

Doc. No. 411  
Page No. 83  
Book No. II  
Series of 2024.

**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  
I&P Lifetime Member#04646/Makati City  
Roll# 44115/MCLE# VIII-0002095

## 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.

ayk  
ayk  
ayk

**SPECIAL CONDITIONS OF CONTRACT**

<b>GCC Clause</b>	
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>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><i>Jem M. Turla</i> Policy Formulation and International Cooperation Division <i>jmturla@tourism.gov.ph and ird@tourism.gov.ph</i></p> <p><b>Transportation</b></p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</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>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</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>

*ayk*  
*ayk*  
*ayk*

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

gk  
gk  
gk



REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF TOURISM

**CERTIFICATE AS TO AVAILABILITY OF FUNDS**

A-CERTIFICATION

**June 10, 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 **₱3,709,888.00** I further certify that the amount of **₱3,709,888.00** necessary to cover the proposed contract payment in connection with the Procurement of Ground Handling Services for the Conduct of the DOT's Hosting of the UN Tourism Events in the Philippine for the period of **26 to 28 June 2024** in Cebu, Philippines entered into **JJA TRAVEL AND TOURS** is available for expenditures account thereof.

CERTIFIED:

  
**ROY V. DANDO**  
OIC-Chief, Accounting Division

---

---

DETAILS OF APPROPRIATIONS/ALLOTMENTS - C

Amount of Appropriation: **₱3,709,888.00**  
Functions Project:

Appropriation Law: **GAA 2024**  
Allotment Class: **MOOE**

---

C- STATUS OF FUNDS

---

PARTICULARS :	AMOUNT
AMOUNT CERTIFIED	<b>₱3,709,888.00</b>
Less: quarter 1 Balance	
Less: quarter 2 Balance	<b><u>3,709,888.00</u></b>
Less: quarter 3 Balance	<b>-0-</b>
Less: quarter 4 (GAA) Balance	

---

Remarks: **FOR FUNDING PURPOSES ONLY**



# CERTIFICATION

This is to certify that funds have been appropriated and allotted under the **GAA Fund FY 2024 A.3.a (OTDPRIM)** in the amount of **Three Million Seven Hundred Nine Thousand Eight Hundred Eighty-Eight Pesos (Php3,709,888.00)** for the payment to the **JJA Travel and Tours** in connection with the **procurement of ground handling services for the conduct of the DOT's Hosting of the UN Tourism Events in the Philippines on 26-28 June 2024 in Cebu, Philippines.**

This further certifies that the amount is available for expenditure.

**10 June 2024**

**PREPARED BY:**

  
**MYLENE D. TALANA**  
TOO I, PFICD

**CERTIFIED BY:**

  
**JOSEPHINE G. ANDAYA**  
Chief, Budget Division 

**LOVE**  
THE PHILIPPINES



The DOT Building, 351 Sen. Gil Puyat Ave., 1200 Makati City, Philippines

Tel. Nos. (632) 8459-5200 to 8459-5230 • [www.tourism.gov.ph](http://www.tourism.gov.ph)

BC#0365-24