



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO ST., SAN MIGUEL, MANILA

BIDS AND AWARDS COMMITTEE

NOTICE TO PROCEED

March 9, 2018

MS. LEONOR F. GERTES

Assistant Director for Marketing
Philippine International Convention Center
Pasay City

Dear **Asst. Director Gertes:**

This is to inform your company that performance of the obligations specified in the attached Contract for the Project, "*Lease of Venue for the Conduct of Forum on Budget Reform Program and Budget Reform Bill for DBM and Other Spending Agencies* " shall commence upon receipt of this Notice to Proceed.

Very truly yours,


BENJAMIN E. DIOKNO
Secretary



I acknowledge receipt and acceptance of this Notice on: MARCH 19, 2018

Name of Consultant and/or Representative: LEONOR F. GERTES

Authorized Signature: 



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

NOTICE OF AWARD

March 9, 2018

MS. LEONOR F. GERTES

Assistant Director for Marketing
Philippine International Convention Center
Pasay City

Dear **Asst. Director Gertes:**

We are pleased to inform you that the project "*Lease of Venue for the Conduct of Forum on Budget Reform Program and Budget Reform Bill for DBM and Other Spending Agencies*" is hereby awarded to your company in the amount of Four Hundred Forty Three Thousand Pesos only (Php443,000.00).

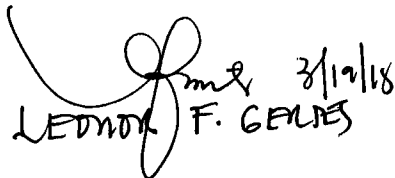
Based on evaluation of your submitted documents, the Administrative Service finds your submission as the lowest calculated and responsive quotation for the said project.

Thank you very much.

Very truly yours,


BENJAMIN E. DIOKNO
Secretary




LEONOR F. GERTES



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO STREET, SAN MIGUEL, MANILA

CERTIFICATION

This is to certify that the amount of **Four Hundred Forty Three Thousand Pesos (P443,000.00)** is available for the Lease of Venue for the Forum on Budget Reform Program and Budget Reform Bill for DBM and Other Spending Agencies.

Issued this **14th day of March 2018** for the purpose of establishing a send bill arrangement with Philippine International Convention Center for the indicated purpose.


ESPERANZA Q. IGNACIO
Chief Accountant



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF BUDGET AND MANAGEMENT
GENERAL SOLANO ST., SAN MIGUEL, MANILA

BIDS AND AWARDS COMMITTEE

March 9, 2018

MEMORANDUM FOR THE SECRETARY

From : The Director, Fiscal Planning and Reforms Bureau

SUBJECT : Lease of Venue for the Conduct of Forum on Budget Reform Program and Budget Reform Bill for DBM and Other Spending Agencies

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- 1.0 Pursuant to Sections 37.3 and 37.4 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 (*Government Procurement Reform Act*), submitted herewith are the following documents for the Secretary's approval:
- 1.1. Contract between the Department of Budget and Management and Philippine International Convention Center (PICC); and
 - 1.2. The corresponding Notice of Award and Notice to Proceed to Philippine International Convention Center (PICC).
- 2.0 For the Secretary's consideration and approval, please. Thank you.

ROLANDO U. TOLEDO

Department of Budget and Management
OFFICE OF THE SECRETARY

RECEIVED
MAR 12 2018
BY: FRB-42-1

CONTROL NO.: _____ TIME: 9:52 AM

AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and executed at Pasay City, Philippines this 13th day of March 2018 by and between:

The **PHILIPPINE INTERNATIONAL CONVENTION CENTER, INC.** a corporation organized and existing under the laws of the Republic of the Philippines, having its principal office at the PICC Complex located at 1307 Pasay City Metro Manila, represented herein by **RENATO B. PADILLA**, General Manager, hereinafter referred to as the **FIRST PARTY**,

- and -

The **DEPARTMENT OF BUDGET & MANAGEMENT**, with office located at General Solano Street, San Miguel, Manila, represented herein by **BENJAMIN E. DIOKNO**, Secretary, of legal age, hereinafter referred to as the **SECOND PARTY**.

WITNESSETH:

WHEREAS, the **FIRST PARTY** has the full right to make this Agreement and to rent out to the **SECOND PARTY** a meeting room/s of the Philippine International Convention Center (PICC) and is empowered and authorized to rent out the meeting room/conference halls therein under the terms and conditions hereinafter set forth.

WHEREAS, the **SECOND PARTY** is desirous of holding its event "**BUDGET REFORM PROGRAM OF DBM NATIONAL GOVERNMENT AGENCIES**" at the **Meeting Rooms 2 -3** and **Summit Hall D** of the PICC to be held on **March 23, 2018**.

NOW, THEREFORE, for and in consideration of the foregoing premises, and of the mutual covenant and stipulations herein below stated, the parties hereto do contract and agree as follows:

1. This Agreement refers to the above-captioned event which will be held at the Philippine International Convention Center (PICC);
2. The charges for the use of PICC facilities and technical services for the event are estimated to reach a total of Pesos: **FOUR HUNDRED FORTY THREE THOUSAND PESOS (P 443,000.00)** as itemized in the attached Estimate of Charges which is made an integral part of this Agreement.
3. In the event of cancellation by the **SECOND PARTY** of the reservation with or without cause after payment of the reservation fee, the **SECOND PARTY** shall forfeit in favor of the **FIRST PARTY** the said reservation fee as cancellation charge.
4. Upon signing of this Agreement by the **SECOND PARTY** and the return thereof to the **FIRST PARTY**, the schedule of payment shall be as follows:

SEND BILL

Payment shall be made at the PICC in cash, Manager's or cashier's check, company check, personal check or bank draft, *provided* that payment by check shall be deemed accepted only after the **FIRST PARTY** has confirmed with its depository bank that such check has been cleared for encashment, *provided further*, that in case of payment by a bank draft, any collection fee imposed on such draft shall be for the account of the **SECOND PARTY**. Failure of the **SECOND PARTY** to comply with foregoing terms of payment shall entitle the **FIRST PARTY** to cancel or terminate this Agreement and disallow the holding of the event above-described.

S C S.

BENJAMIN E. DIOKNO

WITNESS

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RENATO B. PADILLA

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WITNESS

5. The SECOND PARTY shall be assessed the following additional charges, to wit:

- a. For use of PICC facilities, equipment and technical services in excess of the period agreed upon or in addition to those originally requisitioned, the SECOND PARTY shall be billed for the said excess/additional period or services, on an hourly basis using PICC tariff rates.
- b. For technical equipment (using PICC electricity) brought inside the premises upon prior permission of the FIRST PARTY, and for TV coverage or videotaping using PICC TV lights and/or power, the appropriate power charge shall be that fixed by the PICC Technical Services Department (TSD).
- c. Completed outgoing telephone calls shall be charged an appropriate flat rate per telephone line, in addition to the installation cost as prescribed by the TSD.
- d. Change in seating arrangements previously agreed upon or any such change as decided upon by the SECOND PARTY resulting to transfer of room venue and after the seating arrangement have been set up, shall be billed in accordance with the rates as prescribed by the Marketing & Events Management Department (MEMD).
- e. The sale of souvenir, promotional and commercial items shall be subject to prior authorization from, and to such commissions and/or charges as may be determined by the FIRST PARTY.

6. The hire periods of the PICC meeting rooms/halls contracted for this event shall be limited to the number of hours for each day of use, as indicated in the attached Estimate of Charges. Such rooms/halls shall immediately be vacated at the end of the hire periods, and the FIRST PARTY shall have the right to dispose of the same for other purposes unless a written approval is first obtained from the FIRST PARTY for an extension of the same.

7. Prohibitions, Indemnity and Waiver of Liability. The sale, within the FIRST PARTY's premises, of souvenir items, of whatever nature or kind, inclusive of commercial photography which might be undertaken by SECOND PARTY or SECOND PARTY's authorized representative on the occasion of the event shall be subject to the price approved by, and tariff rates of the FIRST PARTY.

The SECOND PARTY shall conduct its activities under this Agreement in such a way as not to endanger or prejudice any person or property inside the leased premises, regardless of whether such person or property pertains to the FIRST PARTY or the SECOND PARTY or to third parties. In the event any loss, damage or injury results from, or is occasioned by, such activities of the SECOND PARTY, the SECOND PARTY shall keep the FIRST PARTY free and harmless of any claim or liability arising from or in connection with, such loss, damage or injury, and shall indemnify the FIRST PARTY of any costs or expenses incurred by the FIRST PARTY in satisfying such claim or liability.

If the leased premises shall be damaged by the willful or negligent act of the SECOND PARTY, its personnel or representatives, as well as those admitted to view the show, the SECOND PARTY shall pay the FIRST PARTY, upon demand, such sum as may be necessary to restore said premises to then original condition.

Finally, the FIRST PARTY shall not be responsible for any damage or injury to the SECOND PARTY, its personnel or agent or to third parties from any cause whatsoever arising at any time during the term of this Agreement.

S. C. S.
 BENJAMIN E. DIOKNO
 [Signature]
 WITNESS

[Signature]
 RENATO B. PADILLA
 [Signature]
 WITNESS

8. The SECOND PARTY must ensure that persons attending the event shall not exceed the maximum capacity of the following room/s to be used as indicated hereunder:

<u>Room</u>	<u>Maximum Capacity</u>
Meeting Rooms 2 & 3	220 pax
Summit Hall D	220 pax

The FIRST PARTY has the right to refuse admission if the maximum seating capacity is exceeded regardless of whether or not those barred admissions were issued tickets/invitations by the SECOND PARTY.

9. Improperly designed inflammable, exploding and detonating materials including pyrotechnics, as well as animals, plants and substances which can or may cause harm to persons and property, as determined by the FIRST PARTY, shall not be allowed inside the premises. Violation of this provision will subject the SECOND PARTY to a penalty to be determined by the FIRST PARTY.

10. Stands, signboards, props and equipment must be removed from PICC premises within twenty-four (24) hours from closing date of the event. After this period, removal will be undertaken by the FIRST PARTY at the SECOND PARTY's expense without the former assuming any responsibility for damages and risks of any kind.

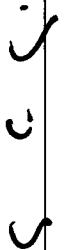

11. The SECOND PARTY shall indemnify the FIRST PARTY for losses or damages to PICC personnel and property arising from the negligence of persons in its employ or of its representatives and agents.

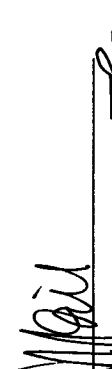
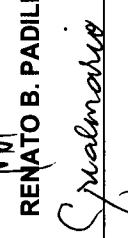
12. For archive purposes, the FIRST PARTY shall be provided, free of charge, with at least two (2) complete sets of documents, materials, posters, logos and hand-outs including brief/attache cases issued for or in connection with the event.

13. The plans for physical and technical arrangements for each room to be used shall be submitted to the FIRST PARTY for approval at least two (2) weeks before the set-up of the event. Failure to do so authorizes the FIRST PARTY to decide on behalf of the SECOND PARTY the appropriate arrangements.

14. In the case of exhibitions, preliminary drawings of lay-out plans made to scale, booth/stand dimensions and specifications, weight of exhibit items, electrical installations and power requirements, must be submitted to TSD one (1) month before installation date for its approval.

15. For the duration of the event, the FIRST PARTY shall maintain security for building perimeter areas and internal patrols only. The SECOND PARTY shall be responsible for the complete security and protection of its equipment and properties, including those of its personnel, agents and clients and may also provide insurance coverage and security arrangements subject to PICC security rules.


 BENJAMINE. DIOKNO

 WITNESS


 RENATO B. PADILLA

 WITNESS

16. Failure by the FIRST PARTY to deliver the meeting room/s on the dates above specified, notwithstanding compliance by the SECOND PARTY of all its obligations under this Agreement, shall obligate the FIRST PARTY to indemnify to SECOND PARTY an amount equivalent to whatever payment made by the SECOND PARTY under this Agreement. Provided, that the failure to deliver by the FIRST PARTY is not due to the fault or negligence of the SECOND PARTY nor was such failure caused by force majeure or any fortuitous event; Provided, further, that in the event that such failures to deliver is due to force majeure or fortuitous event, the FIRST PARTY shall allow the rescheduling of the cancelled event at the PICC on a date under conditions mutually agreed upon by the parties;

17. For violation by the SECOND PARTY of any of the above terms and conditions, the FIRST PARTY, in addition to the remedies set forth above, shall have the right to unilaterally cancel this Agreement without notice and to exercise the appropriate legal remedies. The venue of all suits which may arise out of this Agreement shall be the courts of the City of Pasay.

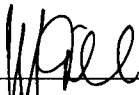
18. The collection of any amount arising from the fees, charges and services stipulated in this Agreement shall be deemed to have become due and demandable from the date of signing hereof and the SECOND PARTY shall be liable for interest thereon at the prevailing legal rate of interest per month and for collection/attorney's fees equivalent to twenty-five percent (25%) of the total contract price, inclusive of interest until full payment.

IN WITNESS WHEREOF, the Parties hereunto affixed their signatures on the date and at the place first mentioned above.

PHILIPPINE INTERNATIONAL
CONVENTION CENTER, INC.
(First Party)

DEPARTMENT OF BUDGET & MANAGEMENT
(Second Party)

By:



RENATO B. PADILLA

By:

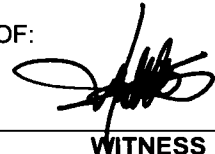


BENJAMIN E. DIOKNO

SIGNED IN THE PRESENCE OF:



WITNESS



WITNESS

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF PASAY **MAKATI CITY**
x-----

MAKATI CITY

BEFORE ME, a Notary Public for and in the city of Pasay, Philippines, personally appeared:

RENATO B. PADILLA, in his capacity as General Manager of the PICCI, with TIN 129-425-833; and

BENJAMIN E. DIOKNO, Secretary, DEPARTMENT OF BUDGET & MANAGEMENT, General Solano Street, San Miguel, Manila, with PASSPORT/GSIS/TIN/SSS/DRIVER'S LICENSE NO.

_____ issued at _____ on _____;

both known to me and to me known to be the very same persons who executed the foregoing Agreement and they both acknowledged to me that the same is their own free acts and voluntary deeds and that of the instrumentalities they both represent.

This instrument consists of five (5) pages including the page wherein the Acknowledgment is written, signed on each and every page thereof by the parties and their two instrumental witnesses.

25 APR 2018

WITNESS MY HAND AND NOTARIAL SEAL on this _____ day of _____, 2018 at _____, Philippines.

MAKATI CITY

[Signature]
ATTY RAYMOND A. RAMOS
COMMISSION NO. M-277
NOTARY PUBLIC FOR MAKATI CITY
UNTIL DECEMBER 31, 2018
Notary Public
Until December 31, 2018
NO. 15 J.P. RIZAL EXTN. COR. TANGUILE ST
COMEMBO, MAKATI CITY
SC Roll No. 62179/04-26-2013
IBP NO. 022957/01-04-2018/Pasig City
PTR NO MK1-6614630, 01-03-2018/MAKATI CITY
MCLC Compliance No. V-0004514/10-31-2014

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Book No. 13
Series of 2018

SCVA/JSO.

S. C. C.
BENJAMIN E. DIOKNO
[Signature]
WITNESS

[Signature]
RENATO B. PADILLA
[Signature]
WITNESS