

**AGREEMENT FOR THE HIRING OF AN EVENT MANAGEMENT FIRM FOR THE  
CULTURAL TOUR FOR THE NON-RESIDENT AMBASSADORS**  
Department of Foreign Affairs, Pasay City

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**KNOW ALL MEN BY THESE PRESENTS:**

This Agreement for the Hiring of an Event Management Firm for the Cultural Tour of the Non-Resident Ambassadors (hereinafter, the AGREEMENT) was made and executed this 8<sup>th</sup> of August 2023 at Pasay City, between the:

**DEPARTMENT OF FOREIGN AFFAIRS – OFFICE OF PROTOCOL** (hereinafter, the **FIRST PARTY**), with principal office address at 2330 Roxas Blvd., Pasay City, 1300 Metro Manila, represented by the Undersecretary for Administration and Head of Procuring Entity **ANTONIO A. MORALES**,

and

**PARTENAIRE PH** (hereinafter, the **SECOND PARTY**), a domestic corporation, organized and existing under the laws of the Philippines with principal address at 449 Purok 3, Brgy. San Isidro, San Pablo City, Laguna and represented by **SHARA PATRICIA CACAO TANIO**;

Collectively referred to herein as the **Parties**.

**WITNESSETH**

**WHEREAS**, the **FIRST PARTY**, in collaboration with the Office of Public and Cultural Diplomacy of the Department of Foreign Affairs, will host a one-day cultural immersion activity entitled “Mesmerizing Manila” to be held in two batches on 09 and 16 August 2023 for the incoming Non-Resident Ambassadors (NRAs) of the following countries:

1. Republic of Albania;
2. Republic of Guinea-Bissau;
3. Republic of Djibouti;
4. Republic of Zimbabwe;
5. Federal Democratic Republic of Ethiopia;
6. Republic of Peru;
7. Republic of Guatemala; and
8. Republic of Lithuania

**WHEREAS**, the **FIRST PARTY** requires an event management firm to organize the activity and make the necessary arrangements for its successful conduct;

**WHEREAS**, upon the recommendation of the Bids and Awards Committee (BAC) of the **FIRST PARTY** as provided in BAC Resolution No. HO-148-23 dated 08 August 2023 (Annex "A"), the **FIRST PARTY** awarded the Agreement of the **SECOND PARTY**. Further, a copy of the Notice of Award is attached herewith (Annex "C") and made integral part thereof;

**NOW, THEREFORE**, for and in consideration of the foregoing premises and subject to the terms and conditions set forth herein, the Parties have agreed as follows:

## **ARTICLE I ROLES AND RESPONSIBILITIES**

1. The **FIRST PARTY** shall be responsible on the arrangement of the following:
  - a. Coordinate with the museums, inform them of the details of the event and introduce PARTENAIRE PH as the events management company hired by the **FIRST PARTY** to facilitate all the arrangements and coordination;
  - b. Responsible in the preparation of detailed scenario identifying the route, venue, and pick-up points.
  - c. Assignment of Protocol Officers to assist in the event.
  - d. Choose the venue for lunch and snacks as well as the menu to be served. Also, the First Party shall provide place cards, menu cards and seat plan for the VIP guests.
  - e. Give support to the **SECOND PARTY**
2. The **FIRST PARTY** shall be responsible on the completion of the documents required by the Accounting Office for the payment of the service rendered by the **SECOND PARTY**;
3. The **SECOND PARTY** shall handle a cultural tour entitled "Mesmerizing Manila" featuring the historical places of Manila for the NRAs;
  - a. The **SECOND PARTY** shall manage the tour in two separate batches with maximum of 35 pax per batch to the detailed itinerary as below:  
BATCH 1 - 09 August 2023

BATCH 2 - 16 August 2023

<b>Time</b>	<b>Location</b>
0900 H	Pick up at Manila Hotel
0920 H	Assembly at the National Museum of Fine Arts
0930 H – 1030 H	Tour at the National Museum of Fine Arts
1030 H – 1130 H	Tour at the National Museum of Anthropology
1145 H – 1330 H	Lunch at Bayleaf Hotel
1330 H – 1350 H	Short stop at Silahi's Souvenir Shop
1350 H – 1500 H	Tour at the Museo de Intramuros
1500 H – 1630 H	Tour at the Fort Santiago (Rizal Shrine)
1630 H – 1700 H	Afternoon snack at a chosen restaurant near the area
1715 H	Return to Hotel

- b. The **SECOND PARTY** shall provide the service vehicle to pick-up VIPs from the Hotel to venues and vice versa. This covers the provision of a 29 seater coaster with chauffer, gas, parking fees and chauffer meal. The routes and destinations are within Metro Manila only.
- c. The **SECOND PARTY** shall arrange exclusive and guided tours for each site to be visited, in close coordination with the National Museum of the Philippines and the Intramuros Administration, and shall cover all the required fees needed (i.e., entrance fees, tour guide fees, etc.).
- d. The **SECOND PARTY** shall arrange lunch and snacks at the venues to be agreed upon with the **FIRST PARTY** and shall consider the following:
- Food shall be Filipino cuisine.
  - Lunch must be a 3- course meal and subject for the approval of the **FIRST PARTY**
  - Seat plan/table arrangements will be handled by the **FIRST PARTY**
  - Dietary restrictions of guests will be provided by the **FIRST PARTY**, if any.
- e. Payment of lunch and snacks including reservation of venues must be covered by the **SECOND PARTY**.
- f. The **SECOND PARTY** shall transport and convey the passengers of the **FIRST PARTY** exclusively from the specified pick-up and drop off point stated in paragraph item 1(a).



- g. DELAY IN THE SCHEDULED CHARTER TRIP: If the **SECOND PARTY** fails to arrive at the agreed pick-up point on time; it will be required to shoulder all the resulting expenses that may be incurred, such as but not limited to tour fees, parking fees, venue reservations and food, apprehension receipts and other possible charges, by reason of the of delay.
  - h. RESCUE VEHICLE: If the **SECOND PARTY** experiences road breakdowns during the event, a rescue coaster will be sent to transport the affected passengers to their destination.
  - i. INSURANCE: The **SECOND PARTY** assures the **FIRST PARTY** that in case of accidents, the passengers are covered and secured by the insurance.
  - j. STRIKES AND LOCKOUTS: In the event of strikes, lockout, public or natural calamity, or force majeure, the **SECOND PARTY** reserves the right to cancel the event subject of this agreement and shall return the payment to the **FIRST PARTY** if no expenses have been made and/or consumed.
4. The abovementioned arrangements shall apply both to Batch 1 and Batch 2 tour.
5. If there is any issue or concern with regards to the implementation of its roles and responsibilities as stipulated in this Article, the **SECOND PARTY** shall consult with the **FIRST PARTY** on the necessary actions to be undertaken.

## ARTICLE II FEES AND PAYMENT SCHEDULE

1. For and in consideration of services rendered, and to the satisfaction of the **FIRST PARTY**, the latter shall pay Three Hundred Thousand Pesos (**PHP 300,000.00**) (**Contract Price**) inclusive of all applicable taxes, fees, licenses, permits and other lawful charges for the fulfillment of the obligation, to the **SECOND PARTY**. In no case shall the total payment to the **SECOND PARTY** exceed the Contract Price of PHP 300,000.00
2. The Contract Price shall be payable after the completion of the event. Payment shall be made in accordance with applicable regulations for government payment of obligations upon submission of the **SECOND PARTY** of complete supporting documents to the Office of Protocol (OP) and through List of Due and Demandable Accounts Payable (LDDAP).

## ARTICLE III MODE OF PAYMENT

1. Payment of the Contract Price shall be made within thirty (30) days from receipt of the invoice and complete supporting documents for payment by the **FIRST PARTY**, through LDDAP made payable to "PARTENAIRE PH" through the following bank details:

Account Name: PARTENAIRE EVENTS MANAGEMENT SERVICES  
Savings Account Number: 6221-0200-47  
Bank/Branch: San Pablo Rizal Avenue Branch

#### **ARTICLE IV CANCELLATION**

1. In case of cancellation of the event by the **FIRST PARTY**, the **FIRST PARTY** undertakes to pay the **SECOND PARTY**:
  - a. A charge of **Twenty Five Percent (25%)** of the consideration if canceled four (4) days before the day of the Charter Trip Schedule;
  - b. A charge of **Fifty Percent (50%)** of the consideration if canceled two (2) days before the Charter Trip Schedule; and
  - c. A charge of **Seventy Five percent (75%)** of the consideration if canceled within the day of the Charter Trip Schedule.

#### **ARTICLE V CONFIDENTIALITY**

1. Each Party understands and agrees that prior to or during the course of the negotiations, certain confidential information concerning itself, the other Party, including, without limitation, any arrangements, agreements, statements, opinions agreed, made, expressed or prepared by each Party in connection with the acquisition (the "Confidential Information"), may not, without the prior written consent of the other Party, be disclosed to any third person, subject to limitations contained herein and except for their respective Representatives, unless such disclosure is required by applicable law or a competent regulatory authority, in which case, the Party required to disclose shall disclose only such information that is mandated by applicable law, shall make reasonable efforts to confer with the other Party as to the nature of such requirement, and in any event shall promptly advise the other Party as to any disclosure made. The confidentiality and non-disclosure thereof shall survive the termination of this Agreement.

#### **ARTICLE VI MISCELLANEOUS PROVISIONS**



1. All the terms and provisions of this Agreement shall be binding upon, shall ensure to the benefit of, and shall be enforceable by the respective heirs, personal representatives, successors and assigns of the Parties.
2. The failure of any of the parties to enforce any of the provisions of this Agreement, or any rights with respect thereto, shall in no way be considered a waiver of such provisions or rights, nor shall it affect the validity of this Agreement. Further, the waiver of any breach of this Agreement shall not operate nor be construed as a waiver of any other prior or subsequent breach.
3. The Parties agree that in all matters relating and concerning any of the terms and conditions hereof where any question or dispute or difference shall arise, every such question or dispute or difference shall, as far as practicable, be settled in good faith by the parties taking into consideration that the main purpose of this Agreement is to ensure the utmost cooperation between the parties and the success of the undertaking herein contemplated.

In the event that an amicable settlement cannot be achieved within thirty (30) days from the date on which either Party has served written notice thereof on the other Party, the Parties agree to settle the matter by submitting the same for arbitration in accordance with the Philippine Dispute Resolution Center, Inc.'s (PDRCI) rules and regulations. The arbitration proceedings, including all records, documents, pleadings, order and judgments filed or rendered in pursuant thereto, shall be kept confidential. The seat and venue of arbitration shall be Pasay City, Metro Manila, Philippines.

Nothing in this Agreement shall prevent the parties from filing the appropriate case before a Philippine court of competent jurisdiction, which shall be Pasay City, Metro Manila, to the exclusion of other courts.

4. If any of the parties fail to substantially perform any of their obligations hereunder, then the breaching party shall be given reasonable time from receipt of written notice setting forth sufficient facts from the non-breaching party to cure or remedy such breach. In the meantime, the non-breaching party shall have the right to withhold the performance of the obligations under this Agreement until such time that the breaching party has cured or remedied such breach to the satisfaction of the non-breaching party. Should the non-breaching party be unable to cure or remedy such breach, the non-breaching party shall have the option to rescind this Agreement or waive the non-compliance.
5. This Agreement shall not be modified or amended, except by a written instrument signed by the parties; and

6. In addition, each Party hereto shall:

6.1 **No Employer-Employee Relationship.** “This Agreement does not establish any employer-employee relationship between the First Party, the Second Party, being an independent contractor, and the latter’s employees, agents, representatives, or subcontractors.”

6.2 **Third Party Contracts.** “Any other contract or agreement entered into by the Second Party and a third party for the implementation of this Agreement, shall be exclusively between such parties, to the exclusion of the First Party. The Second Party warrants that it shall hold free and harmless the First Party from any and all such suits, and in no event shall it be held liable to such third parties for any special, incidental, indirect, consequential or punitive damages relating to the conduct or completion of the event.

6.4 **Indemnity.** “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 deaths, claims, demands, suits, proceedings, judgments, awards, fines, penalties, and all expenses, legal or otherwise, of whatever kind and nature arising from and by reason of this Agreement, due to fault, negligence, act, omission, delays, conduct, breach of trust, or non-observance or violation of any provision of this Agreement by the Second Party and/or of its employees, agents, representatives, or sub-contractor.”

6.5 **Force Majeure.** “The First Party and the Second Party shall not be liable in any way whatsoever for delays or failure in the performance resulting from acts beyond their reasonable control, which may not be overcome by due diligence. Such acts shall include but not be limited to acts of God, strikes, lock outs, labor disputes, material shortages, riots, war, governmental regulation imposed after the fact, flood, fire, earthquake, power outages or other such natural disasters. The Obligation of the First Party and the Second Party insofar as they are affected by such occurrence, shall be suspended during the continuance of any inability so caused, and such inability shall not be a breach of this Agreement.”

6.6 **Separability.** “The invalidity in whole or in part of any clause in these terms and conditions shall not affect the validity of the remainder of such clause of these terms and conditions.

If any term or condition of this Agreement is declared invalid or contrary to law, the other terms or conditions that are not covered by such declaration shall remain valid and binding. The Parties shall amend the term or condition



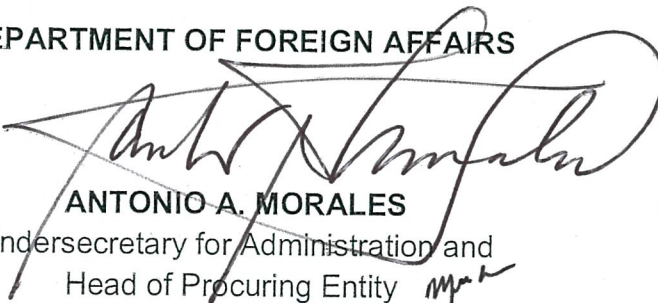
declared invalid or contrary to law, to conform to the subject and objective thereof.”

6.7 **Entire Agreement.** “Both Parties acknowledge that this Contract and its Annexes constitute the entire agreement between them and shall completely supersede all other prior understandings, previous communications or contracts, oral or written, between the Parties relating to the subject matter hereof.

7. Each Party hereto shall use its best efforts to consummate the transaction contemplated by this Agreement and to effect the terms and conditions provided herein. Each Party hereto shall cooperate and shall take such further action as may be required and shall execute and deliver such further documents as may be reasonably requested by any other Party in order to carry out the provisions and purposes of this Agreement.
8. That this Agreement shall be in effect upon signing of both parties and shall have its termination upon completion of the services rendered by the **SECOND PARTY** to the **FIRST PARTY** subject to the conditions stated herein.

**IN WITNESS WHEREOF**, the parties hereto have signed these presents on this 8<sup>th</sup> day of August 2023 at the City of Pasay, Philippines.

**DEPARTMENT OF FOREIGN AFFAIRS**

  
**ANTONIO A. MORALES**  
Undersecretary for Administration and  
Head of Procuring Entity

**PARTENAIRE PH**

  
**SHARA PATRICIA C. TANIO**  
Owner

**Signed in the Presence of:**

  
**FRANCISCO NOEL R. FERNANDEZ III**  
Assistant Secretary, DFA-OP

  
**JIERO LAZAREO R. ACLAN**  
Operations Manager



**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
City of Pasay ) s.s.

04 OCT 2023

**BEFORE ME**, a **Notary Public**, for and in the City of Pasay, Philippines, on the 04 of September, 2023 personally appeared **MR. ANTONIO A. MORALES**, Undersecretary for Administration and Head of Procuring Entity of the Department of Foreign Affairs, and **MS. SHARA PATRICIA C. TANIO**, Owner of **Partenaire PH**, known to me to be the same persons who executed the foregoing AGREEMENT FOR THE HIRING OF AN EVENT MANAGEMENT FIRM FOR THE CULTURAL TOUR FOR THE NON-RESIDENT AMBASSADORS, which instrument consists of **Eight (8) pages** including the page on which this Acknowledgement is written, signed by said Parties and their witnesses, and who acknowledged to me that the same is their free and voluntary act and deed and of the entities they represent.

The Valid ID of the Parties were exhibited to me, the same bearing:

Name	Valid ID No.	Issued at	Valid Until
SHARA PATRICIA C. TANIO	Postal ID – PRN F98210271928	Laguna	04 Jun 2024
ANTONIO A. MORALES	DIPLOMATIC PASSPORT D0009237A	DFA MANILA	06 DEC 2026

Both know to me are the same persons who executed the foregoing instrument referring to an Agreement consisting of **Nine (9) pages** including this page on which the Acknowledgment is written, and acknowledged the same to be their free and voluntary act and deed and the entities they represent.

WITNESS MY HAND AND SEAL this 04 day of OCT 2023.

Doc. No. 290;  
Page No. 59;  
Book No. 4;  
Series of 2023

*[Signature]*  
**MA. CLEOFE L. JAIME**  
 NOTARY PUBLIC  
 UNTIL DECEMBER 31, 2023  
 COMMISSION NO. 20-04  
 ROLL NO. 27802  
 PTR NO. 8064931 PASAY CITY 1-3-2023  
 IBP OR NO. 178431 ISSUED BY IBP  
 NATL OFFICE - 2 - 16 - 22  
 MCLE COMPL. VII-0018402  
 ISSUED ON - MAY 20, 2022 VALID UNTIL  
 APRIL 14, 2025