

21-00097

**Contract for the Procurement of Consulting Services for the
Social Media Management and Strategic Planning Agency**

This Contract for the Procurement of Consulting Services for the Social Media Management and Strategic Planning Agency ("Agreement") is made and entered into this ____ day of

JUN 11 2021 2021 between:

The **DEPARTMENT OF TOURISM (DOT)**, a government agency with principal office at New DOT Building, 351 Sen. Gil Puyat Avenue, Makati City, represented by its **Assistant Secretary, HOWARD LANCE A. UYKING ("Entity")**;

and

TRIBAL DDB INC., a private entity with business address at 16F Two World Square, 22 Upper McKinley Road, McKinley Hill, Fort Bonifacio, Taguig City, represented by its **Group Chief Financial Officer, MR. JUDD B. BALAYAN ("Consultant")**;

Each a "Party" and collectively, the "Parties"

WITNESSETH:

WHEREAS, the Entity is mandated to encourage activities and programs which promote tourism awareness and instill a sense of history and a culture of tourism among the youth and the populace;

WHEREAS, pursuant to this mandate, the Entity seeks to utilize social media as a platform for the promotion and marketing of tourism;

WHEREAS, the Entity needs to engage the services of a social media agency to manage and further enhance online activities and to deliver up to date and relevant messages across social media users worldwide;

WHEREAS, the Bids and Awards Committee (BAC) of the Entity, through **BAC Resolution No. 2021-053**, has declared the Consultant to be the **Highest Rated and Responsive Bidder (HRRB)** following a competitive bidding procedure for the procurement of consulting services for the Social Media Management and Strategic Planning Agency with a contract duration of seven (7) months effective from the receipt by the Consultant of the Notice to Proceed;

WHEREAS, pursuant to the abovementioned BAC Resolution, the Entity has accepted the bid of the Consultant in the amount of **Thirty-Four Million Nine Hundred Ninety-Seven Thousand Seven Hundred Sixty Pesos (PhP34,997,760.00)**, inclusive of all applicable taxes;

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 hereinafter referred to.
2. The following documents shall be attached, deemed to form and be read and construed as part of this Agreement, to wit.:

- (a) General and Special Conditions of Contract;
- (b) Terms of Reference;
- (c) Request for Expression of Interest;
- (d) Instruction to Bidders;
- (e) Bid Data Sheet;
- (f) Addenda and/or Supplemental/Bid Bulletins, if any;
- (g) Bid forms, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents/statements submitted (e.g., bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from Procuring Entity's bid evaluation;
- (h) Eligibility requirements, documents and/or statements;
- (i) Performance Security;
- (j) Notice of Award of Contract and the Bidder's conforme thereto;
- (k) Other contract documents that may be required by existing laws and/or the Entity.

3. In consideration of the payments to be made by the Entity to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Entity to execute and complete the Consulting Services and remedy any defects therein in conformity with the provisions of this Consultant in all respects.
4. The Entity hereby covenants to pay the Consultant in consideration of the execution and completion of the Consulting Services, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed the day and year first above written.

**DEPARTMENT OF TOURISM
(Entity)**

**TRIBAL DDB INC.
(Consultant)**

By:

By:



HOWARD LANCE A. UYKING
Assistant Secretary




JUDD E. BALAYAN
Group Chief Financial Officer

SIGNED IN THE PRESENCE OF:




JOSEPHINE P. BARBA

Certified Funds Available:


ROMAN G. BERSAMIRA
Chief, Accounting Division

21-00097

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
MAKATI)S.S.


BEFORE ME, a Notary Public, in and for Makati, this 18th day of June 2021, personally appeared:

Name	Government ID	Date/Place Issued
Howard Lance A. Uyking	DOT ID# 180275	
Judd B. Balayan		

known to me to be the same persons who executed the foregoing Agreement 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 18th day of June 2021.

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Series of 2021


 ATTY. AUDELLE H. ZAMORA
 NOTARY PUBLIC
 UNTL DECEMBER, 2021
 PENTHOUSE, LEGAL AFFAIRS SERVICE, DOT BLDG
 PTR NO. 8144622 - 1/15/20 - MAKATI CITY
 IBP LIFETIME MEMBER 04646 / MAKATI CITY
 ROLL NO. 44115-MCLE VI-0024349

