

21-00107

Contract for the Procurement of Consulting Services of a Full-Service Digital Agency for a Geotourism Branding and Mapping Campaign

This *Contract for the Procurement of Consulting Services of a Full-Service Digital Agency for Geotourism Branding and Mapping Campaign* ("Agreement") is made and entered into this ___ day of JUN 25 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

DDB PHILIPPINES, 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 be the primary planning, programming, coordinating, implementing, and regulatory government agency in the development and promotion of the tourism industry, both domestic and international;

WHEREAS, "geotourism" is defined as tourism that sustains or enhances the distinctive geographical character of a place, which includes its environment, heritage, aesthetics, culture, and the well-being of its residents;

WHEREAS, pursuant to its mandate, the Entity seeks to promote geotourism through content generation for destination information, visibility in mapping technologies, and partnerships with other relevant online platforms (a "Geotourism Branding and Mapping Campaign");

WHEREAS, the Entity seeks to engage the services of a full-service agency for the Geotourism Branding and Mapping Campaign;

WHEREAS, the Bids and Awards Committee (BAC) of the Entity, through **BAC Resolution No. 2021-066**, has declared the Consultant to be the **Single Rated and Responsive Bidder (SRRB)** following a competitive bidding procedure for the procurement of consulting services of a Full-Service Digital Agency for Geotourism Branding and Mapping Campaign with a contract duration of six (6) 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 for **Forty-Nine Million Nine Hundred Ninety-Five Thousand Two Hundred Twenty-Three Pesos and 04/100 (PhP49,995,223.04)** 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)

DDB PHILIPPINES, INC.
(Consultant)

By:

By:



HOWARD LANCE A. UYKING
Assistant Secretary



JUDD B. BALAYAN
Group Chief Financial Officer

SIGNED IN THE PRESENCE OF:



JOSEPHINE P. BARBA

21-00107

Certified Funds Available:

Roman G. Bersamira
ROMAN G. BERSAMIRA
Chief, Accounting Division

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
MAKATI)S.S.

BEFORE ME, a Notary Public, in and for MAKATI, this 7th day of JULY 2021, personally appeared:

Name	Government ID	Date/Place Issued
Howard Lance A. Uyking	DOT 182055	
Judd B. Balayan	NOI-92161297 DRIVER'S LICENCES	2018/12/27/NCR

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 7th day of JULY 2021.

Doc. No. 290
Page No. 58
Book No. 1
Series of 2021

Audemeh Zamora
ATTY. AUDEMEL 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