

Contract for the Procurement of Consulting Services of a Local Media Planning, Buying, and Placements Agency for the Department of Tourism - Lot No. 1 (Media Planning, Buying, and Placements Targeting Greater Manila)

This *Contract for the Procurement of Consulting Services of a Local Media Planning, Buying, and Placements Agency for the Department of Tourism – Lot No. 1 (Media Planning, Buying, and Placements Targeting Greater Manila)* (“Agreement”) is made and entered into this ____ day of JUL 14 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 **Secretary, BERNADETTE ROMULO-PUYAT** (“Entity”);

and

TOUCH XDA, 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, pursuant to this mandate, the Entity seeks to implement a domestic tourism marketing campaign through local media placements targeted at travelers from the Greater Manila Area (GMA) and from Visayas and Mindanao, focusing on Metro Cebu and Metro Davao;

WHEREAS, the Entity needs to engage the services of a consultant to formulate a local media plan and implement local media placements to promote domestic tourism and restore the confidence of Filipinos to travel once again;

WHEREAS, the Bids and Awards Committee (BAC) of the Entity, through **BAC Resolution No. 2021-075**, 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 Local Media Planning, Buying and Placements Agency for the Department of Tourism – Lot No. 1 (Media Planning, Buying and Placements Targeting Greater Manila) with a contract duration of five (5) 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 **Sixty-Five Million One Hundred Fifty-Five Thousand Six Hundred Fifty-Six Pesos and 06/100 (PhP65,155,656.06)**, 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)

TOUCH XDA, INC.
(Consultant)

By:

By:



BERNADETTE ROMULO-PUYAT
Secretary

JUDD B. BALAYAN
Group Chief Financial Officer

SIGNED IN THE PRESENCE OF:

[Signature]

[Signature]

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 _____, this 4th day of AUGUST 2021, personally appeared:

Name	Government ID	Date/Place Issued
Bernadette Romulo-Puyat	PPT 50021451A	
Judd B. Balayan	DL # NP1-92-141247	

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 4th day of AUGUST 2021.

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Series of 2021

R. Zamora
ATTY. AUDELLE R. ZAMORA
NOTARY PUBLIC
UNTL DECEMBER 31, 2021
PENTHOUSE, LEGAL AFFAIRS SERVICE, DOT BLDG
PTR NO. 8144632 - 1/19/20 - MAKATI CITY
IBP LIFETIME MEMBER 04606 / MAKATI CITY
ROLL NO. 64115 MCLE VP-0023349

BRP *(Signature)*