

22-00305

Contract for the Procurement of a Tourism Destination Marketing Company for Thailand

This *Contract for the Procurement of a Tourism Destination Marketing Company for Thailand* ("Agreement") is made this DEC 21 2022 2022, in the City of Makati, by and between:

The **DEPARTMENT OF TOURISM (DOT)**, a government agency with principal office address at the DOT Building, No. 351 Senator Gil Puyat Avenue, Makati City, Philippines, represented by its **OIC-UNDERSECRETARY VERNA COVAR-BUENSUCESO** ("Procuring Entity");

and

SIAM TOURISM GROUP COMPANY LIMITED, a private entity with business address at No. 1111/32, 4th Floor, Lat Phrao Road Chan Kasem Sub-district Chatuchak District, 10900 Bangkok, Thailand, represented by its **Managing Director, MR. THANAPOL CHEEWARATTANAPORN** ("Consultant")

WITNESSETH:

WHEREAS, under Republic Act No. 9593 or the Tourism Act of 2009, the **PROCURING ENTITY** is mandated to provide an integrated market development program to attract people to visit the Philippines and enhance the prestige of the country and the Filipino people in the international community;

WHEREAS, in line with this mandate, the Procuring Entity seeks to promote Philippine tourism in Thailand, a source market for development but without an existing DOT foreign office;

WHEREAS, to carry out the above objective, there is a need to procure the services of a Tourism Destination Marketing Company that will, among others, assist in the formulation of a market development strategy and action plan for the Philippines in Thailand as well as the implementation of its marketing projects therein;

WHEREAS, the Bids and Awards Committee (BAC) of the Procuring Entity, through **BAC Resolution No. 2022-310** has declared the Consultant to be the **Single Rated and Responsive Bidder (SRRB)** following a competitive bidding procedure for the procurement of consultancy services for a Tourism Destination Marketing Company;

WHEREAS, pursuant to the abovementioned BAC Resolution, the Procuring Entity has awarded the contract to the Consultant for a **monthly professional fee of Eight Thousand Five Hundred US Dollars (USD8,500.00) or a total contract price of Fifty-One Thousand US Dollars (USD51,000.00)**¹ or its equivalent in Philippine Pesos, inclusive of all applicable taxes, for a period of **six (6) months effective from the receipt by the Consultant of the Notice to Proceed**;

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

¹ Two Million Nine Hundred Sixty-Four Thousand Three Hundred Seventy-Five Philippine Pesos (PhP 2,964,375.00) as of the date of the opening of bid.

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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. Instructions 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 the 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 Procuring Entity.
3. In consideration of the payments to be made by the Procuring 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 Procuring 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 thereto have caused this Agreement to be executed the day and year first before written.

DEPARTMENT OF TOURISM


**SIAM TOURISM GROUP COMPANY
LIMITED**

By: 
VERNA COVAR-BUENSUCESO
OIC-Undersecretary

By: 
THANAPOL CHEEWARATTANAPORN
Managing Director

Signed in the presence of:


ROMAN G. BERSAMIRA


NATTANADEE RUYAKUL
Passport no. AB4353503


ROMAN G. BERSAMIRA
Chief, Accounting Division, DOT



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ACKNOWLEDGEMENT

Republic of the Philippines) S.S
Makati


December BEFORE ME, a Notary Public, in and for Makati, this 22nd day of December 2022, personally appeared:

Name	Government ID	Date Issued	Place Issued
Verna Covar-Buensuceso	Passport No. 50015381A	22 May 2019	OFA Manila
Thanapol Cheewarattanaporn	AC 2876766	15 FEB 2022	Bangkok, Thailand

all known to me to be the same persons who executed the foregoing instrument, 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 22nd day of December 2022.

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ATTY. AUDENE N. ZAMORA
Notary Public
Until December 31, 2023

Penthouse, Legal Affairs Service, DOT Bldg.
PTR No. 8862995- 01/13/2022- Makati City
IBP Lifetime Member # 04646/ Makati City
Roll No. 44115/ MCLE VII- 0003119