

22-00321

**Contract for the Procurement of a Tourism Destination Marketing Company for Middle East**

This *Contract for the Procurement of a Tourism Destination Marketing Company for the Middle East* ("Agreement") is made and entered into on DEC 28 2022 this day of \_\_\_\_\_ 2022 between:

The **DEPARTMENT OF TOURISM (DOT)**, a government agency with principal office at New DOT Building, 351 Senator Gil Puyat Avenue, Makati City, represented by its **OIC-UNDERSECRETARY VERNA BUENSUCESO** ("Entity");

and

**DURGA DAS PUBLICATIONS (MIDDLE EAST) FZE**, a private entity with business address at Z1-02, P.O Box: 9348, Saif Zone, Sharjah, United Arab Emirates, represented by its Managing Director Ms. Sumeera Bahl (the "Consultant")

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

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 Middle East, 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 Middle East 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. 2022-375** has declared the Consultant to be the **Highest Rated and Responsive Bidder (HRRB)** 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 Entity has accepted the bid of the Consultant for a **monthly professional fee of Eight Thousand Nine Hundred US Dollars (USD8,900.00)** or a total contract price of **Eighty-Nine Thousand US Dollars (USD89,000.00)** or its equivalent in Philippine Pesos<sup>1</sup> inclusive of all applicable taxes, for a period of **ten (10) months effective from the receipt by the Consultant of the Notice to Proceed**;

<sup>1</sup> Five Million Fifty-One Thousand Seventeen Philippine Pesos (PhP5,051,017.00) as of the date of the opening of bid

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**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. 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 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.

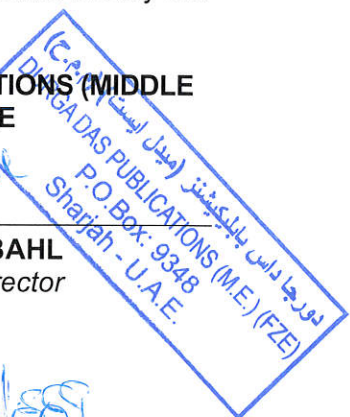
**IN WITNESS** whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

**DEPARTMENT OF TOURISM**

**DURGA DAS PUBLICATIONS (MIDDLE EAST) FZE**

By: *[Signature]* 12.28.22  
**VERNA BUENSUCESO**  
OIC-Undersecretary

By: *[Signature]*  
**SUMEERA BAHL**  
Managing Director



*[Signature]*  
Dir. Paulo Benito S. Tugbang

Signed in the presence of:

*[Signature]*

**FUNDS AVAILABLE:**

*[Signature]*  
**ROMAN G. BERSAMIRA**  
Chief, Accounting Division, DOT

*[Signature]*  
Joseph R. Abaloyan  
Witness

*[Handwritten mark]*

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ACKNOWLEDGEMENT

Republic of the Philippines) S.S  
Makati

BEFORE ME, a Notary Public, in and for Makati, this 29<sup>th</sup> day of December 2022, personally appeared:

Name	Government ID	Date Issued	Place Issued
PAULO BENITO S. TUGBANG, M.D. (for: VERNA BUENSUCESO)	DOT ID # 220009		
SUMEERA BAHL			

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 29<sup>th</sup> day of December 2022.

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Book No. IV  
Series of 2022

ATTY. AUDELL 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