

Contract for the Procurement of Consulting Services of a Creative and Communication Support Services for DOT-NCR Marketing, Branding and Public Relations

This Contract for the Procurement of Consulting Services of a Creative and Communication Support Services for DOT-NCR Marketing, Branding and Public Relations ("Agreement") is made and entered into this 16th day of May 2023 in the City of Makati, Philippines, by and between:

The **DEPARTMENT OF TOURISM – NATIONAL CAPITAL REGION**, a government agency with principal office at New DOT Building, 351 Sen. Gil Puyat Avenue, Makati City, represented by its **Regional Director, MS. SHARLENE ZABALA-BATIN** ("Entity");

and

POSITIVE EXPOSURE PRODUCTIONS, INC., a private entity existing and duly registered under the laws of the Philippines, with business address at Unit 909 Tycoon Corporate Pearl Drive, Brgy. San Antonio, Pasig City, and represented by its **Chief Executive Officer, MS. MARINEL BARQUIN-LEE** ("Consultant");

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

WITNESSETH:

WHEREAS, the Entity is one of the regional offices of the Department of Tourism which is the primary planning, programming, coordinating, implementing and regulatory government agency in the development and promotion of the tourism industry, both domestic and international;

WHEREAS, the Entity needs to elevate the branding and tourism status of Metro Manila as the top-of-mind tourism and M.I.C.E. destination in the country and in Asia, and develop a solid marketing and social media plan relative to positioning Metro Manila as an ideal tourism destination;

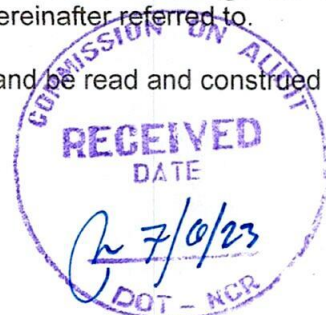
WHEREAS, in line with the above objectives, the Entity is in need of a Creative and Communication Support Services to handle the DOT-NCR Marketing, Branding and Public Relations;

WHEREAS, the Bids and Awards Committee (BAC) of the Entity, through **BAC Resolution No. 2023-067**, 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 Creative and Communication Support Services;

WHEREAS, pursuant to the abovementioned BAC Resolution, the Entity has accepted the bid of the Consultant in the amount of **One Million Five Hundred Ninety-Five Thousand Pesos (PhP1,595,000.00)**, inclusive of all applicable taxes, with a contract duration of ten (10) 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 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 -
NATIONAL CAPITAL REGION**
(Entity)

**POSITIVE EXPOSURE PRODUCTIONS,
INC.**
(Consultant)

By:

By:

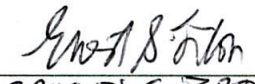

SHARLENE ZABALA-BATIN

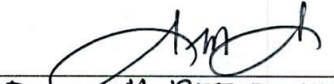

MARINEL BARQUIN-LEE

Regional Director

Chief Executive Officer

SIGNED IN THE PRESENCE OF:


ERNEST S. TESTON


DIRECTOR M. DETABLAN

Certified Funds Available:


JOYLYN O. RICOHERMOZO
Regional Accountant

GAA FY 2023, MRD

MRD -23-011

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
MAKATI)S.S.

June BEFORE ME, a Notary Public, in and for Makati, this 21st day of June 2023, personally appeared:

Name	Government ID	Date/Place Issued
SHARLENE ZABALA-BATIN	DOT ID# 170050	
MARINEL BARQUIN-LEE	P# P7975353B	

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 21st day of June 2023.

Doc. No. 425
Page No. 85
Book No. II
Series of 2023.

ATTY. AUDELE H. ZAMORA
Notary Public
Until December 31, 2023
Penthouse, Legal Affairs Service, BOT Bldg.
PTR No. 9569460/ 01-09-2023/ Makati City
IBP Lifetime Member # 04646/ Makati City
Roll # 44115/ MCLE VII-0003119