

**Contract for the Procurement of Consulting Services for the
Department of Tourism's Advocacy Programs and Campaigns**

This Contract for the Procurement of Consulting Services for the Department of Tourism's Advocacy Programs and Campaigns ("Agreement") is made and entered into this ____ day of NOV 19 2021 2021 by and 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** ("Procuring Entity");

and

ORGANIC INTELLIGENCE CONSULTING, INC., a private entity with business address at 5th Floor The Community Building, Block 2 Lot 8 Metropoli Drive, E. Rodriguez Jr. Avenue, Bagumbayan, Quezon City represented by its **Managing Director/CEO, MR. CARLO LUIS V. HEMEDES** ("Consultant");

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

WITNESSETH:

WHEREAS, the Procuring Entity is mandated to develop and promote a socially-responsible tourism industry in the Philippines and position the country as a safe and wholesome tourism destination;

WHEREAS, pursuant to this mandate, the Procuring Entity needs to intensify public awareness on the statutes and mandates that require the non-discrimination, inclusivity, and equal opportunities among tourists and tourism workers, and promote a socially-responsible tourism industry in the Philippines thereby enhancing the quality of tourism services;

WHEREAS, the Procuring Entity needs to engage the services of a consultant to produce high quality and engaging multimedia content in support of the advocacies;

WHEREAS, the Bids and Awards Committee (BAC) of the Entity, through **BAC Resolution No. 2021-206**, has declared the Consultant to be the **Highest Rated and Responsive Bidder (HRRB)** following a competitive bidding procedure for the procurement of consulting services for the Department of Tourism's Advocacy Programs and Campaign;

WHEREAS, pursuant to the abovementioned BAC Resolution, the Procuring Entity has accepted the bid of the Consultant in the amount of **Fifteen Million Four Hundred Ninety-Eight Thousand Five Hundred Sixty-Four Pesos and 58/100 (PhP15,498,564.58)**, inclusive of all applicable taxes, with a contract duration of three (3) 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 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 Procuring 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 hereto have caused this Agreement to be executed the day and year first above written.

DEPARTMENT OF TOURISM
(Procuring Entity)

**ORGANIC INTELLIGENCE
CONSULTING, INC.**
(Consultant)

By:




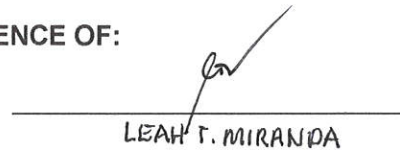
HOWARD LANCE A. UYKING
Assistant Secretary

By:



CARLO LUIS V. HEMEDES
Managing Director/CEO

SIGNED IN THE PRESENCE OF:



LEAH T. MIRANDA

Certified Funds Available:



ROMAN G. BERSAMIRA
Chief, Accounting Division

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
 MAKATI)S.S.

BEFORE ME, a Notary Public, in and for Makati, this 24th day of November 2021, personally appeared:

Name	Government ID	Date/Place Issued
Howard Lance A. Uyking	DOT# 182055	
Carlo Luis V. Hemedes	PASSPORT: P2598742B	18 JULY 2019 / DFA NCR EAST

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 24th day of November 2021.

Doc. No. 141
 Page No. 29
 Book No. 11
 Series of 2021

ATTY. AUDELIA M. ZAMORA
 NOTARY PUBLIC
 UNTIL DECEMBER, 2021
 PENTHOUSE, LEGAL AFFAIRS SERVICE, DOT F
 PTR. NO. 8144612 - 1/15/20 - MAKATI CITY
 IBP LIFETIME MEMBER 04646 / MAKATI CITY
 ROLL NO. 44115 MCLE VI-0024349