



Maureen J. Ormailla
MAURENE J. ORMAILLA
 DDB's Witness

Anna Kristine C. Norbert
ANNA KRISTINE C. NORBERT
 DDB

Mario M. Germedez, Jr.
MARIO M. GERMEDEZ, JR.
 DEPED's Witness
 Bureau of Human Resources & Organizational Development

Wilfredo E. Cabral
WILFREDO E. CABRAL
 DEPED

PROJECT: Procurement of Consulting Services for the Events Management Services for the 2024 HROD Convention
CONTRACT NO.: 2024c-BHROD1(004)-BV-CB040-C294

CONTRACT

27 DEC 2024

THIS CONTRACT is made and entered into this ____ day of _____ 2024 by and between the **DEPARTMENT OF EDUCATION**, located at DepEd Complex, Meralco Avenue, Pasig City, represented herein by its Undersecretary for Human Resource and Organizational Development, **WILFREDO E. CABRAL**, as per DepEd Order No. 017, s. 2024 dated 4 December 2024 (hereinafter referred to as "**DEPED**"); and **DDB PHILIPPINES INC.**, represented herein by its Authorized Representative, **ANNA KRISTINE C. NORBERT**, with office address at 16th floor Two World Square, 22 Upper McKinley Road, McKinley Hill, Fort Bonifacio, Taguig City (hereinafter referred to as "**DDB**", as per Omnibus Sworn Statement dated November 18, 2024 (hereto attached as Annex "A").

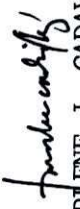
DEPED and **BIDDER** are collectively called **PARTIES**.

WHEREAS, DEPED invited bids for the Procurement of Consulting Services for the Events Management Services for the 2024 HROD Convention, consisting of one (1) lot, and a received bid from one (1) bidder; one (1) bidder was declared as shortlisted bidder; **DEPED** opened, read, and evaluated the bid of the shortlisted bidder and declared **DDB** as having the Single Rated Bid; after evaluation, **DEPED** post-qualified and declared the bid of **DDB** as the Single Rated Responsive Bid in the sum of **PHILIPPINE PESOS ELEVEN MILLION, NINE HUNDRED NINETY-NINE THOUSAND, EIGHTY and 76/100 (PhP11,999,080.76) ONLY**, (hereinafter called the "Contract Price") detailed as follows:

	Description	Amount (PhP)
1 Lot	Procurement of Consulting Services for the Events Management Services for the 2024 HROD Convention	11,999,080.76

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract, words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Contract, viz:
 - a. Resolution to Award No. **2024c-BHROD1(004)-BV-CB-040** dated 17 December 2024;


MARLENE J. CADAVILLO
DDB's Witness


ANNA KRISTINE C. NORBERT
DDB


MARIDO M. BERMUDEZ, CESO VI
DIRECTOR III
DEPED's Witness &
Organizational Development


WILFREDO E. CABRAL
DEPED

- b. Philippine Bidding Documents;
 - i. General and Special Conditions of the Contract; and
 - ii. Terms of Reference
- c. **DDB's** bid, including the eligibility requirements, technical and financial proposals, and in case of a foreign consultant, SEC Certificate of Registration and/or the authorization or license issued by the appropriate government agency or professional regulatory body of the foreign professionals engaging in the practice of regulated professions and allied professions, where applicable, and all other documents or statements submitted.
- d. Performance Security;
- e. Notice of Award (NOA) of Contract and **DDB's** conforme thereto; and
- f. Other contract documents required by existing laws and/or DepEd in the Bidding Documents. **DDB** agrees that additional contract documents of information prescribed by the Government Procurement Policy Board (GPPB) that are subsequently required for submission after the contract execution such as, but not limited to, Notice to Proceed and Variation Order, shall form part of the Contract.

3. **DDB** shall post a Performance Security within ten (10) calendar days from receipt of the NOA but in no case later than the signing of this Contract by both parties, in the form and amount prescribed therein. The Performance Security shall be posted in favor of **DEPED**, and shall be forfeited in the event that it is established that **DDB** is in default of any of its obligations under this Contract. **DDB** shall be responsible for the extension of its performance security and/or undertake to renew its Performance Security whenever necessary, and without the need for prior notice of instruction from **DEPED**, to ensure that it is in force and effect for the whole duration of the Contract.

The **DDB**, at its own cost, shall be responsible for taking out or maintaining any insurance policy against any risk related to the service to be performed.

- 4. The consultancy services referred to in this Contract shall be performed by **DDB** at **Crowne Plaza Manila Galleria** stipulated in the Presentation Deck within **SIXTY-TWO (62) CALENDAR DAYS** from the receipt of the Notice to Proceed (NTP) or as may be indicated in the NTP. **DDB** shall ensure that the required services will be performed in accordance with the Terms of Reference, which is hereto attached as Annex "B" and made an integral part hereof.
- 5. The consultancy services to be performed must conform to and comply with the Terms of Reference, Scope of Services, Manpower Requirements, Qualification of Service Providers, Output Schedule/Deliverables, Equipment Schedule, and other Technical Requirements as approved by

the Bids and Awards Committee based on **DDB**'s submission, or as amended by subsequently issued Bid Bulletin, if any, and reflected in the post-qualification report, which is hereto attached as Annex "C" and made an integral part hereof.

6. In case **DDB** encounters condition(s) impeding timely performance of the required services, **DDB** shall promptly notify **DEPED** in writing within five (5) calendar days from notice of such condition(s). Any request for work suspension and/or contract period extension shall be promptly done in writing as soon as circumstances for such request have become apparent. **DDB** must provide sufficient proof to support any request for work suspension and/or contract period extension.

7. The Contract Price shall be paid to **DDB** within sixty (60) calendar days from submission of documents required under this Contract and other documents in support of a request for payment as may be prescribed by **DEPED** pursuant to existing disbursement, accounting, and auditing rules and procedures, and in accordance with the following schedule hereunder, **exclusive of travel expenses** but inclusive of all incidental costs, applicable taxes, and fees.

Milestone	Output/Deliverables	Delivery Period	Payment Schedule
1	a. Inception Report/Workplan a.1. Logo Design a.2. Stage Design a.3. Gallery Walk Design b. Procurement of the Venue c. Procurement of Board and Lodging d. Procurement of Catering Services	Within the first 15-20 calendar days after the signing of the Contract and receipt of the NTP	30% of the contract price
2	a. Procurement of Kits b. Procurement of the Equipment (Rental) c. Procurement of Transportation d. Completion of Audio-Visual Presentations e. Procurement of Plaque of Awards and Recognition f. Procurement of Tokens g. Procurement of Solidarity Night Performers h. Procurement of Photobooth i. Procurement of other needed supplies	Within the 20-40 calendar days upon approval of the inception report/workplan, logo design, stage design, gallery walk design	30% of the contract price

Handwritten signature
MARLENE J. CADAVILLO
 DDB's Witness

Handwritten signature
ANNA KRISTINE C. NORBERT
 DDB

Handwritten signature
MARIO M. BERNARDEZ, DESO VI
 DEPED's Witness
 Bureau of Human Resources & Organizational Development

Handwritten signature
WILFREDO E. CABRAL
 DEPED

[Signature]
 MARLENE J. CADAVILLO
 DDB's Witness

[Signature]
 ANNA KRISTINE C. NORBERT
 DDB

[Signature]
 MARIO M. BERMUDEZ, CESO-IV
 DEPED's Witness
 Bureau of Human Resources &
 Organizational Development

[Signature]
 WILFREDO E. CABRAL
 DEPED

3	a. Completion of the Event and Other Deliverables (Documentation materials, and Technical and financial reports, both printed and softcopies)	Convention event dates; 1-2 calendar days	40% of the contract price
	TOTAL	62 Calendar days	100%

For a period of two (2) years after the expiration of this Contract, **DDB** shall not engage, and shall cause its Personnel as well as their subconsultants and its Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised **DEPED** under this Contract nor in the activity of an adviser (directly or indirectly) of potential purchasers of such assets. The **DDB** also agree that their affiliates shall be disqualified for the same period of time from engaging in the said activities.

8. Ownership, title, rights, and interest with respect to the contents of the **DDB**, including all resources, records, or materials used or obtained in the course of this Contract shall vest exclusively with **DEPED**. **DDB** hereby irrevocably waives any claim thereto. **DDB** shall not, in any manner or for any purpose, use the contents of the **DDB** beyond what is expressly allowed for the purpose of accomplishing the terms under this Contract, unless express permission of **DEPED** in writing is obtained.
9. Each party in the performance of their respective duties and responsibilities under this Contract and in the implementation thereof shall adhere to Republic Act No. 10173, otherwise known as the "Data Privacy Act of 2012." Any gathered data and information should be protected and respected during the term and even after the termination of this Contract. The processing of any gathered data and information should be in compliance with the confidentiality and privacy requirements under the said law and applicable regulations.

Except with the prior written consent of **DEPED**, the **DDB** and its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall **DDB** and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

DDB, at its own cost, shall be responsible for taking out or maintaining any insurance policy against any risk related to the project. **DEPED** undertakes no responsibility in respect of life, health, accident, travel or any other insurance coverage for the Personnel or for the dependents of any such Personnel.

DDB, shall make no changes in the key personnel, except for justifiable reasons as may be determined by **DEPED**, such as death, serious illness,


MARLENE J. CADAVILLO
DDB's Witness


ANNA KRISTINE C. NORBERT
DDB


MARLON M. BERNUDEZ, CESU VI
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WILFREDO E. CABRAL
DEPED

incapacity of an individual Constant, resignation, among others, or until after fifty percent (50%) of the Personnel's man-months have been served.

Violation of introducing unjustifiable changes shall be fined an amount equal to the refund of the replaced Personnel's basic rate, which should be at least fifty percent (50%) of the total basic rate for the duration of the engagement.

- Nothing contained herein shall be construed as establishing a relation of employer and employee or of principal and agent as between the **DEPED** and the **DDB**. The **DDB**, subject to this Contract, has complete charge of its Personnel and Subconsultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

The **DDB** shall during the performance of the Services be an independent contractor, retaining complete control over its Personnel, conforming to all statutory requirements with respect to all its employees, and providing all appropriate employee benefits.

The **PARTIES** acknowledge that the requirements under the General Conditions of the Contract and the Special Conditions of the Contract as released to the **DDB** and other applicable laws and regulations are deemed written in this Contract.

- All plans, specifications, designs, reports, other documents and software prepared and/or developed by **DDB** for **DEPED** under this Contract, shall become and remain the property of **DEPED**, and **DDB** shall, prior to termination or expiration of this Contract, deliver all such documents to **DEPED**, together with a detailed inventory thereof. **DDB** may retain a copy of such documents and software. Future use, reproduction, and distribution of such property by **DDB** for any purpose is prohibited unless written consent is given by **DEPED**.
- DDB** shall be liable for liquidated damages in an amount equal one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion, for every day of delay until such goods are finally rendered and accepted by **DEPED**. **DEPED** shall deduct the liquidated damages from any money due or which may become due to **DDB**, or collect from any of the securities posted by **DDB**, whichever is convenient to **DEPED**. Once the accumulated amount of liquidated damages reaches 10% of the Contract Price, **DEPED** may rescind or terminate the Contract, without prejudice to other courses of action and remedies available under the circumstances.
- The **PARTIES** shall make every effort to resolve amicably and by mutual consultation any and all disputes or differences arising between the **PARTIES** in connection with the implementation of the Contract. Should

such dispute not be resolved amicably, it shall be submitted to Early Neutral Evaluation pursuant to Republic Act No. 9285 or the "Alternative Dispute Resolution Act of 2004", and its Implementing Rules and Regulations.

IN WITNESS WHEREOF, the **PARTIES** hereto have caused this Contract to be executed in accordance with governing laws on the day and year first above written.

SIGNED, SEALED AND DELIVERED BY:



WILFREDO E. CABRAL

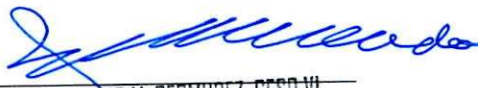
Undersecretary for Human Resource and
Organizational Development
DEPED



ANNA KRISTINE C. NORBERT

Authorized Representative
DDB

SIGNED IN THE PRESENCE OF:



MARLENE J. CADAVALLO

DDB's Witness

MARY EL PEREZ, CESO VI
DEPED's Witness

Bureau of Human Resources &
Organizational Development

CERTIFIED FUNDS AVAILABLE: **₱1,999,080.76**
Subject to existing accounting operations rules and regulations + CPA Post audit

MA. RHUNNA L. CATALAN

Chief Accountant
Chief Accountant

REPUBLIC OF THE PHILIPPINES)
METRO MANILA) S.S
PASIG CITY

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in **PASIG CITY**, Philippines,
this ____ day of **27 DEC 2024** personally appeared:

NAME

GOVERNMENT ISSUED ID

(Number, Issued On, Issued By)

WILFREDO E. CABRAL

Undersecretary for Human Resource
and Organizational Development
DEPED

DepEd ID No. 4245471

Known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entity which he/she respectively represents.

The foregoing instrument is a CONTRACT consisting of eight (8) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the party hereto.

WITNESS MY HAND AND SEAL on the date and place first above written.

Doc. No. 267;
Page No. 59;
Book No. XXV
Series of 2024.

NOTARY PUBLIC
ATTY. NEIL TANLANGIT ALBOPEKA
NOTARY PUBLIC
Until December 31, 2025
Pasig City and in the Municipality of Pateros, Metro Ma. A
PTR No. 135780 /Pasig City/01 -02-2024
IBP No. 325487; 12/06 /2023 (MD for 2024)
Admitted to the Philippine Bar on 04/12/2022
Roll of Attorney No. 76228
TIN No. 242 -007-260-000
G/F Pasig City Hall, Brgy. San Nicolas, Pasig City
Appointment No. 58 (2024-2025)
Cellphone No. 0977 -534-4229

REPUBLIC OF THE PHILIPPINES)

PASIG CITY, METRO MANILA) S.S

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in **PASIG CITY**, Philippines, this ____ day of **27 DEC 2024** 2024 personally appeared:

NAME

GOVERNMENT ISSUED ID
(Number, Issued On, Issued By)


ANNA KRISTINE C. NORBERT
Authorized Representative
DDB Philippines Inc.


Known to me and to me known to be the same person who executed the foregoing instrument and acknowledged to me that the same is the free and voluntary act and deed of the entity which he/she respectively represents.

The foregoing instrument is a CONTRACT consisting of eight (8) pages (exclusive of attachments), including this page on which this acknowledgment is written and signed by the party hereto.

WITNESS MY HAND AND SEAL on the date and place first above written.

NOTARY PUBLIC

Doc. No. 288;
Page No. 59;
Book No. XV;
Series of 2024.


ATTY. NEIL TANLANGIT ALBOPEKA
NOTARY PUBLIC
Until December 31, 2025
Pasig City and in the Municipality of Pateros, Metro Manila
PTR No. 1357580 /Pasig City/01 -02-2024
IBP No. 325487; 12/06 /2023 (MD for 2024)
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