

Republic of the Philippines  
Department of Science and Technology Information  
**SCIENCE AND TECHNOLOGY INFORMATION INSTITUTE**  
DOST Complex, Gen. Santos Ave., Bicutan, Taguig City, Metro Manila

**CONTRACT AGREEMENT**  
**2021-013**

**KNOW ALL MEN BY THESE PRESENTS:**

This Contract made and executed by and between:

**SCIENCE AND TECHNOLOGY INFORMATION INSTITUTE (STII)**, a government institution under the Department of Science and Technology (DOST) with principal office and place of business at STII Building, DOST Complex, Gen. Santos Ave., Bicutan, Taguig City, represented herein by its Director, **RICHARD P. BURGOS**, who is duly authorized for this purpose, hereinafter referred to as "**DOST-STII**";

-and-

**ADROW CREATIVES, INC.**, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office and place of business at 43 Catalina Subdivision, GSIS Road Rosario, Pasig City, represented herein by its Account Manager, **Mr. PATRIK GREGG TENOZA**, who is duly authorized for this purpose, hereinafter referred to as the "**CONTRACTOR**".

**DOST-STII** and **CONTRACTOR** are referred as a "Party", or collectively the "Parties".

**WITNESSETH: That**

**WHEREAS**, **DOST-STII** is desirous that the **CONTRACTOR** execute the project, **ONE (1) LOT ONLINE BOOSTING CAMPAIGN AND PROMOTION OF STARBOOKS APPLICATION** hereinafter referred to as "**Project**" and **DOST-STII** accepted the Bid for **EIGHT HUNDRED SEVENTEEN THOUSAND SEVEN HUNDRED SEVENTY-SEVEN PESOS ONLY (PHP 817,777.00)** by the **CONTRACTOR** for the completion of such **SCOPE of DELIVERY and SERVICES** with complete and accurate **TECHNICAL SPECIFICATIONS**;

**NOW, THEREFORE**, the parties hereby agree as follows:

**ARTICLE I**  
**DEFINITION OF TERMS**

- A. **DOST-STII** or **STII** shall be one and the same representing the aforementioned institute or government entity and may be referred to as **DOST-STII**.
- B. **Project** refers to the **ONE (1) LOT ONLINE BOOSTING CAMPAIGN AND PROMOTION OF STARBOOKS APPLICATION**.
- C. **Contract** refers to this agreement including the contract documents.
- D. **Contract Documents** refer to the documents specified in Article III of this Contract.

- E. **Contract Amount** refers to the consideration which the **CONTRACTOR** shall be entitled to receive from **DOST-STII** under Article IV of this Contract. This amount is gross of taxes, fees and all other expenses to be shouldered/ incurred by the **CONTRACTOR** in relation to the contract.
- F. **Contractor** refers to **ADROW CREATIVES, INC.**
- G. **Force Majeure** refers to strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, landslides, earthquakes, storms, floods, pandemic, epidemic, civil disturbances, explosions or the issuance of any Government policy, rule or regulation, and other similar events, which are beyond the control of either party or which, with the exercise of due diligence, neither party can overcome.
- H. **Service** refers to the services to be performed by the **CONTRACTOR** in accordance with the terms and conditions of this Contract and the Contract Documents.

## ARTICLE II SCOPE OF DELIVERY AND SERVICES

The **CONTRACTOR** must supply and deliver the following:

- I. Conceptualize a strategic social media promotion campaign to drive traffic to the STARBOOKS Facebook page and increase the number of followers and page likes by 100% from receipt of Notice of Award until December 2021. Bases will be from total number of followers and page likes upon receipt of NOA.
- II. Conceptualize and create 20 post designs to be posted at STARBOOKS Facebook page every week from September to December 2021 with a total of at least of 1 Million reach at the end of the project.
- III. Handle the strategic design and execution of the boosting and promotion campaign of the STARBOOKS Facebook page and its applications, website, events, etc. in the following content sites and social media platforms:
  - Social media platforms:
    - Facebook
    - Twitter
    - Instagram
  - Websites:
    - Major websites (e.g. ABS-CBN News, GMA Network, Inquirer.net, Philstar.com, CNN Philippines, MYX, iWant TV, OLX, etc.)
    - Other websites
- IV. Provide strategic banner ad placements, content placements, social media amplification for STARBOOKS applications, website, events, etc. with:
  - a. 50% to 100% Share of Voice seen across all pages
- V. Produce and promote STARBOOKS materials:
  - 5 infographics
  - 2 Infomercial Videos (with at least two minutes running time)



- VI. Provide a training module and conduct one (1) training (4 hours) with STARBOOKS team on the strategies, tips and tricks on how to use Facebook in promoting campaigns more efficiently as well as how to interpret and use the analytics generated from it.
- VII. Submit performance report with data analytics of the campaigns reach and/or impressions with costing. A comprehensive report weekly on the status of the boosting/ advertising effort must be submitted every Monday throughout the project duration;

**Other Requirements:**

- The Contractor shall be given Admin access in the STARBOOKS Facebook Page to generate data and statistics needed for the service delivery.
- The CONTRACTOR shall ensure that information and data accessed from the STARBOOKS Facebook Page shall be used mainly for the purpose of the project and shall not be disclosed to anyone especially to any third party in part or in whole.
- The CONTRACTOR shall respect the trust given by DOST-STII by using the access only for its sole purpose of documenting the STARBOOKS Facebook Page.
- The access shall be granted during the project duration only and shall terminate the access as soon as the project is completed.
- The CONTRACTOR shall observe the use on non-sexist/gender-sensitive language in all official documents, scripts, and communications under this project.
- The CONTRACTOR shall use eco-friendly materials and must employ eco-friendly measures during production period.

**ARTICLE III  
CONTRACT DOCUMENTS**

- A. The following documents shall be made integral parts of this Contract, as fully as if the contents of the said documents were reproduced, incorporated and set forth herein, and shall govern and control in full force and effect the rights and obligations of the Parties, except as otherwise modified by the terms and conditions of this Contract, or by mutual agreement of both Parties in writing:
  1. Invitation to Bid/ Request for Quotation
  2. Bid Form (if applicable)
  3. General and Special Conditions of Contract
  4. Technical Specifications
  5. Bid Bulletins/Supplemental Notices (if there is any)
  6. Proof of Publication of Invitation to Bid
  7. **CONTRACTOR's** Bid Proposal containing the following:
    - a. PhilGEPS Platinum Registration or Mayor's/Business Permit
    - b. Notarized Omnibus Sworn Statement
    - c. Income/Business Tax Return
    - d. Bid Prices in the Bid Schedule
  8. Notice of Award of contract and **CONTRACTOR's** conformity thereto
  9. **DOST-STII's** Certificate of Availability of Funds
- B. All Contract documents are and shall remain the properties of **DOST-STII**.

- C. The Contract Documents shall be complementary to each other and what is called for or prescribed by one shall be considered as if called for or prescribed by all. In case of any discrepancy between any of the Contract Documents or any defective description, error, omission or ambiguity in any of the Contract Documents, the **CONTRACTOR** shall, within thirty (30) days from the signing of the contract, submit the matter in writing to **DOST-STII**. **DOST-STII shall**, within a reasonable time, make a decision thereon in writing. Such decision by **DOST-STII shall** be final and binding upon the **CONTRACTOR** which shall proceed with the services strictly in accordance with such decision.
- D. **DOST-STII** shall have the right to furnish the **CONTRACTOR** during the progress of the work such instructions and documents as **DOST-STII** may deem necessary for the proper accomplishment of the work. All such instructions and documents, as well as any decision made by **DOST-STII** shall form integral parts of this Contract.
- E. In case of any irreconcilable conflict between this Contract Agreement and the provisions of any of the Contract Documents, the former shall prevail.

**ARTICLE IV  
CONSIDERATION**

For and in consideration of the full, satisfactory and faithful delivery and performance by the **CONTRACTOR** of all its obligations under this Contract, **DOST-STII** shall pay the **CONTRACTOR** the total amount of **EIGHT HUNDRED SEVENTEEN THOUSAND SEVEN HUNDRED SEVENTY-SEVEN PESOS ONLY (PHP 817,777.00)**, inclusive of Value-Added Tax (VAT) and other taxes, charged to General Appropriations Act 2021.

**ARTICLE V  
MANNER OF PAYMENT**

**A. Billing**

- 1. Payments for billing submitted by the **CONTRACTOR** to **DOST-STII** shall be based on actual services and items satisfactorily delivered by the **CONTRACTOR** for the period covered as certified by the TWG and BAC and on the agreed lump sum or unit price for each item. The following shall be deducted from the billing statement:
  - a. Other deductions prescribed by existing laws, government rules and regulations in the manner set forth under such laws, rules and regulations.
  - b. In case of failure to make full delivery within the time specified, a penalty of 1/10 of 1% of the amount of the Contract for everyday of delay shall be imposed.
- 2. In case of failure to reach 100% increase of number of followers and page likes until December 2021, the following shall be deducted from the total contract price:

Particulars	Penalty
Only 90-99% Increase	5%
Only 70-89% Increase	10%
Only 50-69% Increase	20%
Less than 50% Increase	30%



3. Payment shall be processed within 15 Working Days upon receipt of Certificate of Acceptance from the Head of Procuring Entity (HoPE) for the **CONTRACTOR's submission of deliverables and billing** divided in the following tranches:

Particulars	Payment Tranches
Upon Submission and Acceptance of: - initial design of 10 FB posts - design of banner ads - baseline data of STARBOOKS Facebook Page - mood board of the infomercial videos -training module	40%
Upon Completion and Acceptance of: - 20 Facebook Posts - 5 infographics - 2 infomercial videos - Comprehensive Monthly Reports - Training -Terminal Report at the End of the Project	60%

**ARTICLE VI  
COVENANTS OF STII AND CONTRACTOR**

**A. DOST-STII covenants to do and perform the following:**

1. Make available the amount representing total cost for all services and delivered items stipulated in Article II - Scope of Delivery and Services for payment in accordance with Article IV – Consideration and Article V - Manner of Payment.
2. Review, evaluate and approve or disapprove (as applicable) proposals and recommendations submitted by the **CONTRACTOR**.
3. Provide point person for proper coordination and supervision of the project.

**B. CONTRACTOR covenants to do and perform the following:**

1. Comply for the quality and workmanship of the Project consistent with technical specifications and other contract documents.
2. Acts at all times to protect the interest of **DOST-STII** and take all reasonable steps to complete the Project within the schedule and within the contract amount.
3. Acknowledge and recognize that the Copyright of the Online Boosting Campaign and Promotion of STARBOOKS Application including all the assets used by the provider shall be 100% owned by DOST-STII.

**ARTICLE VII  
LIQUIDATED DAMAGES**

- A. The pertinent provisions of RA 9184 and its IRR on liquidated damages and or breach in any of the provisions of the contract shall be applicable in case of inexcusable delay in the completion of the Project.
- B. **DOST-STII** need not prove that it has incurred damages to be entitled to liquidated damages. Furthermore, **DOST-STII** reserves the right to deduct any and all of the liquidated damages from any money due or payments which may become due to the **CONTRACTOR** under the terms of this Contract and/or from the performance security filed by the **CONTRACTOR**, as **DOST-STII** may deem convenient and expeditious under the prevailing circumstances.

**ARTICLE VIII  
DISPUTE RESOLUTION**

- A. If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- B. During the pendency of any such dispute, the **CONTRACTOR** shall proceed diligently with the performance of its obligations and undertakings under this Contract as directed by **DOST-STII**.
- C. Any and all disputes arising from the implementation of this Contract shall be submitted to arbitration in the Philippines according to the provisions of Republic Act No. 876, otherwise known as the "Arbitration Law" and Republic Act No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004":

**ARTICLE IX  
NON-WAIVER**

No failure or delay on the part of either party to exercise any right, power or privilege hereunder shall operate as a waiver thereof, neither shall any single or partial exercise of any right, power or privilege hereunder preclude any other, or further exercise thereof, or the exercise of any other right, power or privilege.

**ARTICLE X  
EFFECTIVITY**

This Contract shall run and be effective upon the execution of this Contract, up to and until the issuance by **DOST-STII** of a Certificate of Final Acceptance, unless sooner terminated by **DOST-STII** upon the occurrence of any of the grounds for termination specified under Article XI hereof. The representations and warranties of the **CONTRACTOR** shall survive the termination or expiration of this Contract.



**ARTICLE XI  
TERMINATION OF CONTRACT**

- A. **DOST-STII** shall have the right to suspend, in whole or in part, any payment due to the **CONTRACTOR** under this **Contract** in the event there is delay, default, failure or refusal on the part of the **CONTRACTOR** to perform its obligations under this **Contract** in an acceptable manner and non-compliance to any of the provisions stipulated herein. Further, **DOST-STII** shall have the right to procure/engage, upon such terms and manner as **DOST-STII** shall deem appropriate, the services of another contractor to undertake the unperformed/undelivered service(s) of the **CONTRACTOR**. Any and all expenses that may be incurred in relation thereto shall be for the exclusive account of the **CONTRACTOR**.
- B. **DOST-STII** may terminate this **Contract**, after giving the **CONTRACTOR** written notice at least five (5) calendar days prior to the intended date of termination, whenever it is determined by **DOST-STII** that the **CONTRACTOR** has engaged, before or during the implementation of this **Contract**, in unlawful deeds and behaviors relative to **Contract** acquisition and implementation. Unlawful acts shall include, but not necessarily be limited to, the following:
1. Corrupt, fraudulent, and coercive practices as defined under R.A 9184 otherwise known as the "Government Procurement Reform Act."
  2. Drawing up or using forged documents.
  3. Any other act analogous to the foregoing.
- C. Both **DOST-STII** and the **CONTRACTOR** is entitled to agree to cancel/terminate the contract (in whole or in part) in the occurrence of **Force Majeure**, provided that the event (under definition of Force Majeure stated in the **CONTRACT**) has a direct effect on the deliverance of output/s stated on **ARTICLE II**.
- D. The **CONTRACTOR** hereby agrees that the termination referred to herein shall be understood to be without prejudice to other rights and remedies available to **DOST-STII** under this **Contract** or the applicable laws.
- E. Subject to compliance with all documentary requirements, the provisions of RA 9184 and its IRR on suspension of work by the **CONTRACTOR** in case of non-payment by **DOST-STII** of certified payments within forty-five (45) calendar days shall apply.

**ARTICLE XII  
INDEMNITY**

The **CONTRACTOR** shall indemnify **DOST-STII** against any loss, injury or damage either to person or property which **DOST-STII** may suffer by reason of the wilful, unlawful or negligent act or omission of the **CONTRACTOR** or any of its personnel or representative. The indemnity required herein shall be in addition to the forfeiture of the Performance Security.

**ARTICLE XIII  
RELATION TO OTHER PARTIES**

The **CONTRACTOR** shall have no authority, express or implied, to assume or create any obligation or responsibility on behalf of or in the name of **DOST-STII** or bind **DOST-STII** in any manner whatsoever. The **CONTRACTOR**'s personnel, representatives or staff shall not be construed as employees of **DOST-STII**. The **CONTRACTOR** is being engaged herein as an independent contractor. Nothing herein shall be construed as

creating an employer/employee relationship between the **CONTRACTOR's** employees, representatives or staffs and **DOST-STII**.

#### **ARTICLE XIV GENERAL PROVISION**

- A. **Separability** - If any stipulation, clause, term or condition of this Contract is held invalid or contrary to law, the validity of the other stipulations, clauses, terms and conditions hereof shall not be affected thereby.
- B. **Modification** - The parties hereby agree to amend or modify any provision of this Contract, which might be declared invalid or contrary to law, to conform to the subject and objective thereof.

#### **ARTICLE XV MISCELLANEOUS PROVISIONS**

- A. The parties represent that they have the requisite power, authority, and capacity to enter into this Contract and to perform their obligations and undertakings according to the terms and conditions hereof.
- B. **Binding Effect/Assignment of Rights** – This **Contract** shall be binding upon the **CONTRACTOR**, its partners, successors-in-interest, its legal representatives and assigns. Foregoing notwithstanding, the **CONTRACTOR** shall not in any manner, directly or indirectly, assign, or transfer its rights and obligations under this **Contract** without the written approval of **DOST-STII**.
- C. **Governing Law and Language** – The rights and obligation of the parties hereto shall be governed and interpreted in accordance with the laws of the Republic of the Philippines, specifically, the provisions of R.A. 9184 otherwise known as the "Government Procurement Reform Act" and other applicable laws, rules and regulations.
- D. **Observance and usage of non-sexist/gender-sensitive language** in all official documents and communications under this project shall be enforced all the time.
- E. **Documents Incorporated** – The provisions of this **Contract** shall be read in harmony with the Terms of Reference and other related bid documents. In case of conflict, the provisions of this Contract shall prevail.
- F. **Venue of Action** - It is hereby agreed that any and all actions that shall arise from this **Contract** shall be instituted and tried before the proper court (s) of the City of Taguig only.
- G. **Attorney's Fees** - In the event that **DOST-STII** is compelled to seek judicial relief to enforce the provisions of this **Contract**, it shall be entitled to attorney's fees and liquidated damages equivalent to ten percent (10%) and fifteen percent (15%), respectively, of the contract price or the amount claimed in the judicial action, whichever is higher, aside from the costs of litigation and other expenses incidental thereto.
- H. Nothing herein shall in any way be construed to limit the over-all responsibility of the **CONTRACTOR** for the performance of the obligations herein and **CONTRACTOR's** liability for any violation of this Contract.



IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their signatures this \_\_\_\_ day of \_\_\_\_\_, 2021, Taguig City, Metro Manila.

**DOST-SCIENCE AND TECHNOLOGY  
INFORMATION INSTITUTE (DOST-STII)**

**ADROW CREATIVES, INC.**

By:

  
**RICHARD P. BURGOS**  
Director, DOST-STII

By:

  
**PATRIK GREGG TEÑOZA**  
Account Manager

**SIGNED IN THE PRESENCE OF:**

  
**ARLENE E. CENTENO**  
Chief, Finance & Administrative Division

  
**ALAN C. TAULE**  
Chairperson,  
Bids and Awards Committee  
Chief SRS, IRAD

**CERTIFIED AVAILABILITY OF FUNDS:**

  
  
**JAQUELINE C. BALLESTEROS**  
Administrative Officer V

  
**MA. AURORA FEL. DAYANGCO**  
Accountant III

**ACKNOWLEDGMENT**

Republic of the Philippines)  
**TAGUIG CITY** ) S.S.

BEFORE ME, Notary Public for and in **TAGUIG CITY**, Philippines personally appeared:

**RICHARD P. BURGOS**

Valid ID No. Passport No. S0004920A

Date/Place of Issue: 08/02/2017 – DFA Manila

**PATRIK GREGG TEÑOZA**

Valid ID No. BIR TIN ID: 339-353-327-000

Date/Place of Issue: 7/26/2017

known to me and to me known to be the same persons who executed the foregoing Contract and they acknowledged to me that the same is their free and voluntary act and deed in the capacity in which they appeared.

The foregoing Contract consists of \_\_\_\_ ( \_ ) pages including this page on which the acknowledgment is written and duly signed by the parties and its witnesses of the instrument and on the left margin of the other pages.

IN WITNESS WHEREOF, I have hereunto affixed my signature and notarial seal at **TAGUIG CITY** this 19 OCT 2021 day of \_\_\_\_\_ 2021.

**NOTARY PUBLIC**

Doc. No. 94 ;  
Page No. 20 ;  
Book No. XII ;  
Series of 2021.

**RACHEL GINATA W. COPANUT-PANGWI**  
NOTARY PUBLIC UNTIL DEC. 31, 2021  
Notarial Commission Appt. No. 10 (2020-2021)  
2/F Pacura Bldg. #427 ML Quezon Ave., Lower Bicutan, T.C  
PTR No. A-5063211/1-4-21, Taguig City  
IBP OR No. 137056/12-29-2020, RSM  
MCLE Comp. No. VI-0019686/3-1-2019, ROLL No. 61627