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Central Portal for
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Procurement Opportunities

Award Notice Abstract (Ref No.: 3358854)

Status: Updated

Reference Number: 8134606 Control Number: RFP No. 2021 - 10 - 0152 Bid Notice Title: Procurement of Consulting Services for the Video Marketing Materials for Education Tourism Approved Budget: Php999,000.00 Procurement Mode: Negotiated Procurement - Small Value Procurement (Sec. 53.9) Classification: Consulting Services Category: Video Production Services Applicable Procurement Rules: Implementing Rules and Regulations Funding Source: Government of the Philippines (GOP) Funding Instrument: General Appropriations Act Location: Contract Duration: 2 Month/s Contact Person: John Paulo Francisco Created By: John Paulo Francisco	DEPARTMENT OF TOURISM 351 Sen. Gil Puyat Avenue Makati City Metro Manila, NCR, Philippines Video Production Services Awardee : ENDERUN COLLEGES, INC. Contact Person : Loida Flojo Address : 1100 Campus Avenue McKinley Hill Fort Bonifacio Global City Taguig Taguig City Metro Manila, NCR, Philippines Designation : Associate Director Enderun Extension <table border="1"> <thead> <tr> <th colspan="3">Line Item</th></tr> <tr> <th>#</th><th>Product/Service/Project Name</th><th>Budget</th></tr> </thead> <tbody> <tr> <td>1</td><td>Video Production Services, Video Marketing Materials for Education Tourism, 82131603, 1, Lot</td><td>Php999,000.00</td></tr> </tbody> </table> Reason for Award : Single Rated and Responsive Bid (SRRB)	Line Item			#	Product/Service/Project Name	Budget	1	Video Production Services, Video Marketing Materials for Education Tourism, 82131603, 1, Lot	Php999,000.00	Award Type: Award Notice Contract Amount: Php999,000.00 Award Date: 15-Nov-2021 Publish Date: 04-Dec-2021 Date Last Updated: 09-Feb-2022 Contract Number: 21 - 00254 Proceed Date: 03-Jan-2022 Contract Effectivity Date: 03-Jan-2022 Contract End Date: 28-Feb-2022 Created By: John Paulo Samonte Francisco Date Created: 04-Dec-2021 Approver: View Documents: 4
Line Item											
#	Product/Service/Project Name	Budget									
1	Video Production Services, Video Marketing Materials for Education Tourism, 82131603, 1, Lot	Php999,000.00									

LAJ

21-00254

SERVICE CONTRACT

Consulting Services

KNOW ALL MEN BY THESE PRESENTS:

That this Agreement, made and entered into this 31 DECEMBER 2021 in the City of Makati, Philippines, by and between

The **DEPARTMENT OF TOURISM (DOT)**, a government agency with principal office address at the New DOT Building, 351 Sen. Gil Puyat Avenue, Makati City, Philippines 1200 represented by Undersecretary for Tourism Development, **MR. WOODROW C. MAQUILING JR.**, of legal age, Filipino and hereinafter referred to as the "**FIRST PARTY**";

and

ENDERUN COLLEGES INC. is a private corporation existing and duly registered under the laws of the Philippines, with address at 1100 Campus Avenue, McKinley Hill, Fort Bonifacio, Taguig City, represented by its Founder/Senior Vice President, **MR. DANIEL H. PEREZ** and hereinafter referred to as the "**SECOND PARTY**";

Each a Party, collectively, the "**PARTIES**."

WITNESSETH:

WHEREAS, the **FIRST PARTY** 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 **FIRST PARTY** shall 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, pursuant to the above and to be more globally competitive and be included in the educational preferences of the international markets, the **FIRST PARTY**, through the Office of Product and Market Development (OPMD), will produce promotional video materials (the "**Video Materials**") that will showcase the country's institutions and destinations offering world-class education tourism products to include ESL, aviation, maritime, certification programs, culinary, vocational courses, voluntourism, one-year MBA programs, immersions, summer camps, internships, training, and seminars;

WHEREAS, the **FIRST PARTY** is in need of a film production company to produce the Video Materials which will cover institutions offering education products and the fun component activities in the National Capital Region (NCR);

WHEREAS, the requirement was processed in compliance with the procedure on **Negotiated Procurement-Small Value Procurement**, pursuant to Section 53.9 of the Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (Government Procurement Reform Act);

WHEREAS, the **SECOND PARTY**, registered under the Philippine Government Electronic Procurement System (PhilGEPS) and possesses the necessary equipment, personnel, and expertise in providing the required services, has offered to undertake the project;

WHEREAS, the Bids and Awards Committee (BAC) of the DOT, through **BAC Resolution No. 2021-226** has declared the **SECOND PARTY** to be the bidder with the *Single Rated and Responsive Bid (SRRB)* as its quotation was found to be compliant and responsive to the technical specifications indicated in the Terms of Reference (TOR);

NOW, THEREFORE, based on the foregoing, the **PARTIES** hereby agree as follows:

1. **SERVICES.** The **SECOND PARTY** hereby agrees to:

- A. Conceptualize, develop and produce 2 videos - one (1) three to four-minute video and one (1) one-minute version, depicting the Philippines as a center for quality Education Tourism products; showcasing the best tourist attractions and activities in the NCR; and featuring the institutions offering education tourism products.
- B. Provide all cameras including the necessary accessories and equipment.
- C. Shoulder the travel expenses of the production team in all destinations for the duration of the shoot as well as the post-production logistics expenses of the team.
- D. Process all location permits and shoulder all accompanying fees.
- E. Provide final output which is professionally edited, include audio scoring, with high resolution and ready for web, broadcast and commercial use.

Details of the above including the other duties and responsibilities of the **SECOND PARTY** are indicated in the attached **Terms of Reference**, which forms an integral part of this contract.

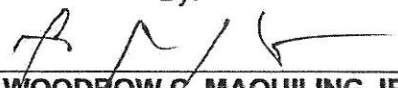
- 2. **EFFECTIVITY AND TERM.** This Agreement shall be effective for a period of two (2) months from receipt of the Notice to Proceed.
- 3. **COMPENSATION.** By way of compensation for its services, the **FIRST PARTY** shall pay the **SECOND PARTY** the total amount indicated in the Statement of Account, which shall be based on actual expenses incurred, but not to exceed **Nine Hundred Ninety-Nine Thousand Pesos (PhP999,000.00)** for the total actual cost of services rendered inclusive of VAT and other taxes.
- 4. **PAYMENT.** The above consideration will be paid by the **FIRST PARTY** upon presentation of the required Statement of Account and other necessary documents, subject to the usual accounting and auditing rules and regulations by the **SECOND PARTY**. It is understood, however, that payment shall only be made after it has fully and satisfactorily rendered its undertaking under this agreement.
- 5. **LIQUIDATED DAMAGES.** When the **SECOND PARTY** fails to satisfactorily render the services under this Agreement within the specified schedule, the **SECOND PARTY** shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, not by way of penalty, in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed services scheduled for delivery for every day of delay. The **FIRST PARTY** need not prove that it has incurred actual damages to be entitled to liquidate damages. Such amount shall be deducted from any money due or which may become due to the **SECOND PARTY** or collected from any securities or warranties posted by the **SECOND PARTY**, whichever is convenient to the procuring entity concerned. In no case shall the total sum of liquidated damages exceed ten percent (10%) of the total contract price, in which event the **FIRST PARTY** concerned may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.

6. **FREE AND HARMLESS.** The **SECOND PARTY** shall hold the **FIRST PARTY** free and harmless from, and hereby binds and obligates itself to indemnify the **FIRST PARTY** for any and all liabilities, losses, damages, injuries, including death, claims, demands, suits, proceeding, judgments, awards, fines, penalties and all expenses, legal or otherwise of whatever kind or nature arising from and by reason of this Agreement, due to the fault, negligence, act, act omission, delays, conduct, breach of trust, or non-observance or violation of this Agreement, or any of its stipulation and warranties by the **SECOND PARTY** and/or any of its employees, agents, representatives, or sub-contractors.
7. **DISPUTE RESOLUTION.** If any dispute shall arise between the **FIRST PARTY** and the **SECOND PARTY** in connection with this Agreement, the Parties shall make every effort to resolve such dispute amicably. Should such dispute not be resolved, the same will be referred for arbitration in accordance with RA No. 876 or the *Arbitration Law* and RA No. 9285 or the *Alternative Dispute Resolution Act of 2004*.
8. **ELECTRONIC SIGNATURES.** The parties shall be entitled to sign and transmit this Agreement with an electronic signature whether by facsimile, e-mail, or other electronic means, which signature shall be binding on the Party whose name is contained therein. Any Party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.
9. **COMPLETENESS OF AGREEMENT.** This Agreement, along with the select provisions in the annexes made integral parts hereof, contains the complete understanding of the Parties and may not be modified or amended except through another Agreement in writing duly executed by the parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives on the date stated above.

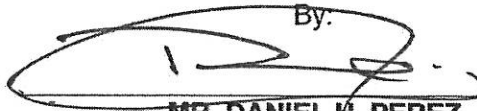
DEPARTMENT OF TOURISM

By:

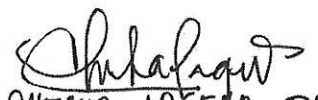

MR. WOODROW C. MAQUILING JR.
Undersecretary
Tourism Development

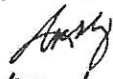
ENDERUN COLLEGES INC.

By:


MR. DANIEL H. PEREZ
Founder/Senior Vice President

Signed in the presence of:


CHERYL LAGERA-DIZON


AKIKO KATO

FUNDS AVAILABLE:


MR. ROMAN G. BERSAMIRA
Chief, Accounting Division, DOT

21-00254

Republic of the Philippines) S.S
City of MAKATI CITY

On this JAN 03 2022 day, 2021 personally appeared before me, a Notary Public in and for the City of MAKATI CITY, the following persons:

Name	Government ID	Date Issued	Place Issued
Woodrow C. Maquiling Jr.			
Daniel H. Perez			

all known to me to be the same person who executed the foregoing Agreement and acknowledgement that the same is an act of their free and voluntary will and deed and of the entity that they respectively represent.

IN WITNESS WHEREOF, I hereunto sign this document and affix my seal of office on this date and place aforementioned.

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Book No. 214
Series of 2021

NOTARY PUBLIC
ATTY. GEORGE DAVID D. SITON
NOTARY PUBLIC FOR MAKATI CITY
APP. NO. M-312-UNTIL DEC. 31, 2021
ROLL NO. 68407/MALE COMMISSION NO. VI-3021936/3-2 -2019
ISP OR IDA 02/2009-4 TLPMB ADMASD MAY. 8, 2017
PTR NO. 855558-JAN 03, 2022-MAKATI CITY
EXECUTIVE BLDG. CENTER MAKATI AVE., COR. JUPITER ST., MAKATI CITY
EXTENDED UNTIL JUNE 30, 2022 PER BM NO.3795



**BAC Resolution Declaring Single Rated and Responsive Bid (SRRB) and
Recommending Award for the Procurement of Consulting Services for
the Video Marketing Materials for Education Tourism
(RFP No. 2021 - 10 - 0152)**

Resolution No. 2021 - 226

WHEREAS, the Department of Tourism (DOT), through the Procurement Management Division (PMD), posted the Request for Proposal (RFP) for the Procurement of Consulting Services for the Video Marketing Materials for Education Tourism, in the PhilGEPS website and DOT website continuously for at least five (5) calendar days, starting on 29 October 2021, and the deadline for the submission of proposals was set on 02 November 2021. The Approved Budget for the Contract (ABC) is Nine Hundred Ninety-Nine Thousand Pesos (PhP999, 000.00). A copy of the PhilGEPS posting is hereto attached, marked as **Annex "A"**, and made an integral part hereof;

WHEREAS, three (3) known consulting firms were invited to join by sending Request for Proposal (RFP) via e-mail and to submit their proposals via e-mail using the same method, in compliance with the procedure on Negotiated Procurement - Small Value Procurement pursuant to Section 53.9 of the Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (R.A. 9184).

WHEREAS, in response to said posting and invitation, two (2) bidders submitted their proposals within the deadline set on 02 November 2021, to wit:

1. Enderun Colleges, Inc.
2. Masaya Studio, Inc.

WHEREAS, upon evaluation of eligibility requirements, only one (1) bidder was found eligible, to wit:

Name of Bidder	Findings
Enderun Colleges, Inc.	Eligible
Masaya Studio, Inc.	Non-submission of required personnel with CV to verify the minimum requirements as stated in the Terms of Reference

WHEREAS, the proposal was submitted by the lone eligible bidder is found complying in terms of the ABC, as follows:

Name of Bidder	Bid Amount
Enderun Colleges, Inc.	PhP999,000.00

WHEREAS, upon detailed evaluation of the proposal submitted, the following ranking was gathered:

Name of Bidder	Average Score	Ranking
Enderun Colleges, Inc.	82%	Passed

Note: Passing score is 70%

WHEREAS, upon detailed evaluation and careful examination of the proposal submitted by **ENDERUN COLLEGES, INC.**, being the bidder with the *Single Rated Bid (SRB)*, its proposal has been determined to be complying and responsive with the Terms of Reference (TOR). A copy of the Abstract of Proposals, Summary of Ratings and supporting documents submitted are hereto attached, marked as **Annexes "B", "C", and, "D"** are made integral parts hereof;

NOW, THEREFORE, foregoing premises considered, WE, the Members of the DOT Bids and Awards Committee, hereby **Resolve**, as it is hereby **Resolved**:

- a) To adopt Negotiated Procurement – Small Value Procurement under Section 53.9 of the revised Implementing Rules and Regulations (IRR) of the Republic Act No. 9184 for the Procurement of Consulting Services for the Video Marketing Materials for Education Tourism; and
- b) To declare **ENDERUN COLLEGES, INC.** as the **Single Rated and Responsive Bid (SRRB)** and to award the contract for Procurement of Consulting Services for the Video Marketing Materials for Education Tourism, in the total amount of **NINE HUNDRED NINETY-NINE THOUSAND PESOS (Php999,000.00)**, inclusive of all applicable taxes;
- c) To recommend for approval of the Secretary of Tourism the foregoing findings.


Resolved at the City of Makati this 15th day of November 2021.


Recommending Approval:


OIC - USEC. REYNALDO L. CHING
BAC Chairperson


OIC - ASEC. MILAGROS Y. SAY
BAC Vice Chairperson

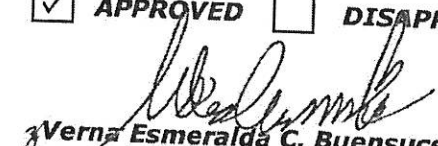

MR. RAYMUND GLEN A. AGUSTIN
Member


MS. ERNESTINNE S. DEMACLID
BAC Member


ATTY. JENNIFER A. OLBA
BAC Member

By Authority of the Secretary
(Department Order No. 2021-077)

☒ **APPROVED** ☐ **DISAPPROVED:**


Verna Esmeralda C. Buensuceso
OIC - Undersecretary, Tourism Development