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Award Notice Abstract (Ref No.: 3305590)

Status: Updated

<b>Reference Number:</b> 8057057  <b>Control Number:</b> RFP No. 2021 - 10 - 0122  <b>Bid Notice Title:</b> Procurement of Consulting Services to Conduct Learning Needs Assessment (LNA) to Determine Tourism Human Capacity Building Programs and Interventions (2nd posting)  <b>Approved Budget:</b> Php700,000.00  <b>Procurement Mode:</b> Negotiated Procurement - Small Value Procurement (Sec. 53.9)  <b>Classification:</b> Consulting Services  <b>Category:</b> Consulting Services  <b>Applicable Procurement Rules:</b> Implementing Rules and Regulations  <b>Funding Source:</b> Government of the Philippines (GOP)  <b>Funding Instrument:</b> General Appropriations Act  <b>Location:</b>   <b>Contract Duration:</b> 3 Month/s  <b>Contact Person:</b>	<p align="center"><b>DEPARTMENT OF TOURISM</b></p> <p align="center">351 Sen. Gil Puyat Avenue Makati City Metro Manila, NCR, Philippines</p> <p align="center"><b>Consulting Services</b></p> <p><b>Awardee :</b> PIONEER PROFESSIONAL ACADEMY OF ASIA, INC. <b>Address :</b> Primer Star Center, 2282 Leon Guinto Street, Brgy. 726, Malate, Manila Manila Metro Manila, NCR, Philippines</p> <p><b>Contact Person :</b> GIL TESORO REGONDOLA <b>Designation :</b> SENIOR TRAINING OFFICER</p> <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>Consulting Services, Procurement of Consulting Services to Conduct Learning Needs Assessment (LNA) to Determine Tourism Human Capacity Building Programs and Interventions, 86000000, 1, Lot</td><td>Php700,000.00</td></tr> </tbody> </table> <p><b>Reason for Award :</b> Single Rated and Responsive Bid (SRRB)</p>	Line Item			#	Product/Service/Project Name	Budget	1	Consulting Services, Procurement of Consulting Services to Conduct Learning Needs Assessment (LNA) to Determine Tourism Human Capacity Building Programs and Interventions, 86000000, 1, Lot	Php700,000.00	<b>Award Type:</b> Award Notice  <b>Contract Amount:</b> Php680,000.00  <b>Award Date:</b> 19-Oct-2021  <b>Publish Date:</b> 29-Oct-2021  <b>Date Last Updated:</b> 17-Feb-2022  <b>Contract Number:</b> 21-00181  <b>Proceed Date:</b> 09-Nov-2021  <b>Contract Effectivity Date:</b> 10-Nov-2021  <b>Contract End Date:</b> 10-Feb-2022  <b>Created By:</b> John Paulo Samonte Francisco  <b>Date Created:</b> 29-Oct-2021  <b>Approver:</b>   <b>View Documents:</b> 4
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2/23/22, 9:17 PM

PhilGEPS

John Paulo Francisco

**Created By:**

John Paulo Francisco



**BAC Resolution Declaring Single Rated and Responsive Bid (SRRB) and Recommending Award for the Procurement of Consulting Services to Conduct Learning Needs Assessment (LNA) to Determine Tourism Human Capacity Building Programs and Interventions (2<sup>nd</sup> Posting)**  
(RFQ No. 2021 - 10 - 0122)

**Resolution No. 2021 - 185**

**WHEREAS**, the Department of Tourism (DOT), through the Procurement Management Division (PMD), posted the Request for Proposal (RFP) for the Procurement of Consulting Services to Conduct Learning Needs Assessment (LNA) to Determine Tourism Human Capacity Building Programs and Interventions, in the PhilGEPS website and DOT website continuously for at least six (6) calendar days, starting on 06 October 2021, and the deadline for the submission of proposals was set on 11 October 2021. The Approved Budget for the Contract (ABC) is Seven Hundred Thousand Pesos (PhP700, 000.00). A copy of the PhilGEPS posting is hereto attached, marked as **Annex "A"**, and made an integral part hereof;

**WHEREAS**, four (4) 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, only one (1) bidder submitted its proposal within the deadline set on 11 October 2021, to wit:

1. Pioneer Professional Academy of Asia, Inc.

**WHEREAS**, upon evaluation of eligibility requirements, the lone bidder was found eligible, to wit:

Name of Bidder	Findings
Pioneer Professional Academy of Asia, Inc.	Eligible

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

Name of Bidder	Bid Amount
Pioneer Professional Academy of Asia, Inc.	PhP680, 000.00

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

Name of Bidder	Average Score	Ranking
Pioneer Professional Academy of Asia, Inc.	85%	Single Rated Bid (SRB)

Note: Passing score is 70%

**WHEREAS**, upon detailed evaluation and careful examination of the proposal submitted by **PIONEER PROFESSIONAL ACADEMY OF ASIA, 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, Short Listing Rating Sheet 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 to Conduct Learning Needs Assessment (LNA) to Determine Tourism Human Capacity Building Programs and Interventions; and
- b) To declare **PIONEER PROFESSIONAL ACADEMY OF ASIA, INC.** as the **Single Rated and Responsive Bid (SRRB)** and to award the contract for Procurement of Consulting Services to Conduct Learning Needs Assessment (LNA) to Determine Tourism Human Capacity Building Programs and Interventions, in the total amount of **SIX HUNDRED EIGHTY THOUSAND PESOS (Php680,000.00)**, 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 19<sup>th</sup> day of October 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. DEMACILID**  
BAC Member

  
**ATTY. JENNIFER A. OLBA**  
BAC Member

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

☒ **APPROVED** ☐ **DISAPPROVED:**

  
**MARIA RICA C. BUENO**  
Assistant Secretary, Human Capital and Industry Development Programs

21-00181

**SERVICE CONTRACT**

**Consulting Services**

**KNOW ALL MEN BY THESE PRESENTS:**

That this Agreement, made and entered into this NOV 10 2021 in the City of Makati, Philippines, by and between

The **DEPARTMENT OF TOURISM**, a government agency with principal office address at the New DOT Building, 351 Sen. Gil Puyat Avenue, Makati City, Philippines 1200 represented by Assistant Secretary for Human Capital and Industry Development Programs, **MS. MARIA RICA C. BUENO**, of legal age, Filipino and hereinafter referred to as the **FIRST PARTY**;

and

**PIONEER PROFESSIONAL ACADEMY OF ASIA INC.** is a private corporation existing and duly registered under the laws of the Philippines, with office address at GF Winhaus Building, 2366 Leon Guinto Street, Malate, Manila represented by its Managing Director, **MR. ROBERT T. SY** 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**, through the Office of the Industry Manpower Development (OIMD), is mandated to develop training modules and conduct seminars and continuing education program for the industry manpower, in coordination with appropriate government agencies and tourism enterprises and associations, thereby upgrading their quality, competence, and excellence in tourism services;

**WHEREAS** the updated Philippine Tourism Human Capacity Development (PTHCD) Plan 2021-2025 identifies key strategic actions which includes the facilitation of education and training and comprises the development and enhancement of new courses relevant to industry needs;

**WHEREAS**, pursuant to the above, the **FIRST PARTY** through OIMD, will conduct a Learning Needs Assessment (LNA) which is a critical process in the identification of training programs and will involve the identification of gaps, needs and gender issues occurring in the tourism industry which results should lead to the proper training programs to be undertaken;

**WHEREAS**, the **FIRST PARTY** is in need of consulting services to ensure the assessment of the situations and the learning needs of the target participants in the tourism industry that will lead to appropriate training activities and other interventions by DOT.

**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;

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WHEREAS, the Bids and Awards Committee (BAC) of the DOT, through **BAC Resolution No. 2021-185** 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. Evaluate the current training needs information including situational analysis of previous 2019 LNA vis-à-vis actual trainings conducted and identify the gaps in coordination with the DOT-OIMD.
  - b. Develop surveys/questionnaires that will capture training needs of the tourism workforce, encode and analyze the Survey Results based on the tabulated data.
  - c. Develop consultation/validation workshop design in gathering the training needs including gender issues of the workforce/stakeholders and LGUs in the tourism value chain.
  - d. Facilitate, moderate and document the conduct of Focus Group Discussions/Consultation Workshops in 16 Regions.
  - e. Collate, review, and evaluate the technical inputs, comments, and feedback made by the stakeholders for submission to the OIMD.
  - f. Prepare report of the Learning Needs Assessment including a 2-year Training Work Program using the DOT prescribe format
  - g. Facilitate the conduct of Workshop on the Preparation of Training Calendars for 2022 and 2023 for 16 regions.

Details of the technical requirements 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 3 months from the issuance of 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 **Six Hundred Eighty Thousand Pesos (Php680,000.00)** 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** after 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 and as stated below:

TRANCHES	PERCENTAGE OF PAYMENT	DELIVERABLES/OUTPUT
FIRST TRANCHE	50%	1. Conduct of LNA situational analysis and submission of Gap Report 2. Submission and approval of pre and post survey questionnaire 3. Submission and approval of Survey Analysis Report



		4. Facilitation and conduct of FGDs in 16 regions 5. Issuance of Certificates of Attendance to FGD/workshop participants
<b>SECOND TRANCHE</b>	<b>50%</b>	1. Submission and acceptance of LNA National and Regional Report and 2-year Training Work Program 2. Submission of documentations, registration and attendee reports 3. Facilitation and conduct of Workshop on the preparation of Training Calendars for 2022 and 2023 4. Submission of Post Activity and Terminal Report

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.

21-00181

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

DEPARTMENT OF TOURISM

By:

MARIA RICA C. BUENO

Assistant Secretary  
Human Capital and  
Industry Development Programs

PIONEER PROFESSIONAL  
ACADEMY OF ASIA INC.

By:

ROBERT T. SY

Managing Director

Signed in the Presence of

ROWENA LU Y. MONTECILLO

Director, OIMD

GIL T. REGONDOLA

Senior Training Officer

FUNDS AVAILABLE:

ROMAN G. BERSAMIRA

Chief, Accounting Division

ACKNOWLEDGEMENT

Republic of the Philippines) S.S  
City of Makati)

On this 12<sup>th</sup> day of November, 2021 personally appeared before me, a Notary Public in and for the City of Makati, the following persons:

Name	Government ID	Date Issued	Place Issued
Assistant Secretary Maria Rica C. Bueno	Passport No. S0008298A	June 15, 2017	DFA, Manila
Mr. Robert T. Sy	SSS ID No. 03-8249416-9		Manila

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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Series of 2021

NOTARY PUBLIC

ATTY. AUDELIN L. ZAMORA  
NOTARY PUBLIC

UNTIL DECEMBER 31, 2021

PENTHOUSE, LEGAL AFFAIRS SERVICE, DOT BLDG  
PTR NO. 8144622 - 1 / LAL-205-2021-167, MAKATI CITY  
IBP LIFETIME MEMBER 04646 / MAKATI CITY  
ROLL NO. 4-115 MCLE VI-803349