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Award Notice Abstract (Ref No.: 3279053) **Status: Updated**

Reference Number:
8004091

Control Number:
RFP No. 2021 - 09 - 0105

Bid Notice Title:
Procurement of Consulting Services for the Preparation/Writing of the 1st Volume of the DOT Manual Operations, and the DOT Operations Manual for Foreign Offices

Approved Budget:
Php600,000.00

Procurement Mode:
Negotiated Procurement - Small Value Procurement (Sec. 53.9)

Classification:
Consulting Services

Category:
Consulting Services

Applicable Procurement Rules:
Implementing Rules and Regulations

Funding Source:
Government of the Philippines (GOP)

Funding Instrument:
General Appropriations Act

Location:

Contract Duration:
3 Month/s

Contact Person:
John Paulo Francisco

DEPARTMENT OF TOURISM
351 Sen. Gil Puyat Avenue Makati City Metro Manila, NCR, Philippines
Consulting Services

Awardee :
MS. SUZY ANNE TAPARAN

Address :
109 Samui Bldg. Royal Palm Residences, Acacia Estates Taguig City Metro Manila, NCR, Philippines

Contact Person :
Suzy Anne Taparan

Designation :

Line Item

#	Product/Service/Project Name	Budget
2	Consulting Services, Procurement of Consulting Services for the Preparation/Writing of the 1st Volume of the DOT Operations Manual for Foreign Offices, 80101508, 1, Lot	Php300,000.00

Reason for Award :
Highest Rated and Responsive Bid (HRRB)

Award Type:
Award Notice

Contract Amount:
Php288,000.00

Award Date:
04-Oct-2021

Publish Date:
13-Oct-2021

Date Last Updated:
16-Feb-2022

Contract Number:
21 - 00190

Proceed Date:
22-Oct-2021

Contract Effectivity Date:
22-Oct-2021

Contract End Date:
22-Jan-2022

Created By:
John Paulo Samonte Francisco

Date Created:
13-Oct-2021

Approver:

View Documents:
4

Created By: John Paulo Francisco		

BAC Resolution Declaring Highest Rated and Responsive Bid (HRRB) and Recommending Award for the Procurement of Consulting Services for the Preparation/Writing of the 1st Volume of the DOT Manual of Operations, and the DOT Operations Manual for Foreign Offices (RFQ No. 2021 – 09 – 0105)

Resolution No. 2021 - 159

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 Preparation/Writing of the 1st Volume of the DOT Manual Operations, and the DOT Operations Manual for Foreign Offices, in the PhilGEPS website and DOT website continuously for at least five (5) calendar days, starting on 16 September 2021, and the deadline for the submission of proposals was set on 20 September 2021. The Approved Budget for the Contract (ABC) is Six Hundred Thousand Pesos (PhP600, 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 20 September 2021, to wit:

1. *Macro Vision Consultancy*
2. *Ms. Suzy Anne Taparan*

WHEREAS, upon evaluation of eligibility requirements, the bidders were found eligible, to wit:

Name of Bidder	***Findings***
Marco Vision Consultancy	*Lot No. 1 - Eligible*
	Lot No. 2 - Eligible
Ms. Suzy Anne Taparan	*Lot No. 1 - Eligible*
	Lot No. 2 - Eligible

WHEREAS, the proposals were submitted by the eligible bidders are found complying in terms of the ABC, as follows:

Name of Bidder	***Bid Amount***
Marco Vision Consultancy	*Lot No. 1 – PhP300, 000.00*
	Lot No. 2 – PhP300, 000.00
Ms. Suzy Anne Taparan	*Lot No. 1 – PhP288, 000.00*
	Lot No. 2 – PhP288, 000.00

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

Name of Bidder	***Average Score***	***Ranking***
Marco Vision Consultancy	*Lot No. 1 – 73%*	*2nd HRB*
	Lot No. 2 – 73%	*2nd HRB*
Ms. Suzy Anne Taparan	*Lot No. 1 – 83%*	*Highest Rated Bid (HRB)*
	Lot No. 2 – 83%	*Highest Rated Bid (HRB)*

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Procurement Mgt. Div.

Marla Alma O. Almazan

Note: Passing score is 70%

WHEREAS, upon detailed evaluation and careful examination of the proposals submitted by ***MS. SUZY ANNE TAPARAN,*** being the bidder with the *Highest Rated Bid (HRB) for Lot Nos. 1 & 2*, her proposals have 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 for the Preparation/Writing of the 1st Volume of the DOT Manual Operations, and the DOT Operations Manual for Foreign Offices; and

b) To declare ***MS. SUZY ANNE TAPARAN*** as the ***Highest Rated and Responsive Bid (HRRB)*** and to award the contract for Procurement of Consulting Services for the Preparation/Writing of the 1st Volume of the DOT Manual Operations, in the total amount of ***TWO HUNDRED EIGHTY – EIGHT THOUSAND PESOS (PhP288, 000.00)***, inclusive of all applicable taxes;

c) To declare ***MS. SUZY ANNE TAPARAN*** as the ***Highest Rated and Responsive Bid (HRRB)*** and to award the contract for Procurement of Consulting Services for the Preparation/Writing of the 1st Volume of the DOT Operations Manual for Foreign Offices, in the total amount of ***TWO HUNDRED EIGHTY – EIGHT THOUSAND PESOS (PhP288, 000.00)***, inclusive of all applicable taxes;

d) To recommend for approval of the Secretary of Tourism the foregoing findings.

Resolved at the City of Makati this 04th 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. DEMACLID
BAC Member

ATTY. JENNIFER A. OLBA
BAC Member

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

☑ ***APPROVED*** ☐ ***DISAPPROVED:***

CHRISTOPHER V. MORALES
Assistant Secretary, Regional Operations, Coordination, and Tourism Standards and Regulation (ROCTSR)

CERTIFIED TRUE COPY
Procurement Mgt. Div.
Maria Alma O. Almazan

21-00190

SERVICE CONTRACT

Consulting Services

KNOW ALL MEN BY THESE PRESENTS:

That this Agreement, made and entered into this OCT 22 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 OIC-Assistant Secretary, Regional Operations, Coordination, and Tourism Standards and Regulation, **MR. CHRISTOPHER V. MORALES**, of legal age, Filipino and hereinafter referred to as the **FIRST PARTY**;

and

MS. SUZY ANNE TAPARAN, of legal age, Filipino, and with residence address at Royal Palm Residences, Acacia Estates, Taguig City hereinafter referred to as **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 **Financial and Management Service- Management Division,** is mandated to develop plans and programs for management improvement, and maintain and update the Department's organization structure and other manuals;

WHEREAS, pursuant to the above, the **FIRST PARTY** will formulate the Department of Tourism Operations Manual for Foreign Offices (the **"DOT OMFO"**) which is intended to institutionalize the administrative and operational guidelines for the Philippine Department of Tourism's Foreign Offices and the screening and selection process for personnel to comprise the pool of the Foreign Tourism Service Officers Corps;

WHEREAS, the **FIRST PARTY** is in need of consulting services for the Preparation/ Writing of the DOT OMFO;

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 **FIRST PARTY**, through **BAC Resolution No. 2021-159** has declared the **SECOND PARTY** to be the bidder with the Highest Rated and Responsive Bid (HRRB) for Lot 2- DOT Operations Manual for Foreign Offices, 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:

21-00190

1. **SERVICES.** The **SECOND PARTY** hereby agrees to undertake the following for the preparation/writing of the DOT OMFO:

   A. Collection, organization and validation of data regarding the contents of the manual from major resources;
   B. Submission of Work Plan containing the activities, timelines and outputs of the project;
   C. Submission and presentation of the initial draft of the DOT OMFO in printed and digital form to the DOT OMFO Review Committee;
   D. Submission and presentation of the final draft of the DOT OMFO in printed and digital form to the DOT OMFO Review Committee;
   E. Submission of the approved DOT OMFO in printed and digital form to the DOT – FMS.

   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 a period of three (3) months from the date of execution

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 ***Two Hundred Eighty- Eight Thousand Pesos (PhP288,000.00)***, 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:

TRANCHE	PERCENTAGE OF PAYMENT	MILESTONE/DELIVERABLE
1st	50%	after the submission and presentation of the initial draft of the DOT OMFO in printed and digital form to the DOT OMFO Review Committee
2nd	50%	after the submission of the approved DOT OMFO in printed and digital form to the DOT – FMS.

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

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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. CHRISTOPHER V. MORALES
OIC-Assistant Secretary, Regional Operations, Coordination, and Tourism Standards and Regulation

SECOND PARTY
By:

MS. SUZY ANNE TAPARAN
Consultant

Signed in the presence of:

ERNESTINE S. DEMACIO

RENSAN B. SISON

FUNDS AVAILABLE:

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