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Award Notice Abstract (Ref No.: 3358819)

Status: Updated

Reference Number: 8109061 Control Number: RFQ No. 2021 - 10 - 0145 Bid Notice Title: Procurement of Webinar Services Management Agency to Manage the DOT Hosting of a Webinar for the Overseas Filipinos Approved Budget: Php200,000.00 Procurement Mode: Negotiated Procurement - Small Value Procurement (Sec. 53.9) Classification: Goods Category: Events Management Applicable Procurement Rules: Implementing Rules and Regulations Funding Source: Government of the Philippines (GOP) Funding Instrument: General Appropriations Act Area of Delivery: Delivery Period: 0 Day/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 Awardee : MASAYA STUDIO, INC Address : 3rd Floor RPB Building 8192 Dr. A. Santos Avenue, San Dionisio Paranaque City Parañaque City Metro Manila, NCR, Philippines Contact Person : Erickson Ale Baligat Designation : Business Development Manager <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>Events Management, Procurement of Webinar Services Management Agency to Manage the DOT Hosting of a Webinar for the Overseas Filipinos, 80141607, 1, Lot</td><td>Php200,000.00</td></tr> </tbody> </table> Reason for Award : Single Calculated and Responsive Bid (SCRB)	Line Item			#	Product/Service/Project Name	Budget	1	Events Management, Procurement of Webinar Services Management Agency to Manage the DOT Hosting of a Webinar for the Overseas Filipinos, 80141607, 1, Lot	Php200,000.00	Award Type: Award Notice Contract Amount: Php184,000.00 Award Date: 26-Oct-2021 Publish Date: 04-Dec-2021 Date Last Updated: 17-Feb-2022 Contract Number: 21-00193 Proceed Date: 02-Dec-2021 Contract Effectivity Date: 03-Dec-2021 Contract End Date: 03-Dec-2021 Created By: John Paulo Samonte Francisco Date Created: 04-Dec-2021 Approver: View Documents: 4
Line Item											
#	Product/Service/Project Name	Budget									
1	Events Management, Procurement of Webinar Services Management Agency to Manage the DOT Hosting of a Webinar for the Overseas Filipinos, 80141607, 1, Lot	Php200,000.00									



**BAC Resolution Declaring Single Calculated and Responsive Bid (SCRB)
and Recommending Award for the Procurement of Webinar Services
Management Agency to Manage the Department of Tourism Hosting of a
Webinar for the Overseas Filipinos
(RFQ No. 2021 - 10 - 0145)**

Resolution No. 2021 - 204

WHEREAS, the Department of Tourism (DOT), through the Procurement Management Division (PMD), posted the Request for Quotation (RFQ) for the Procurement of Webinar Services Management Agency to Manage the Department of Tourism Hosting of a Webinar for the Overseas Filipinos to be held on 03 December 2021, in the PhilGEPS website and DOT website continuously for at least four (4) calendar days, starting on 22 October 2021, and the deadline for the submission of quotations was set on 25 October 2021. The Approved Budget for the Contract (ABC) is Two Hundred Thousand Pesos (PhP200, 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 service providers were invited to join by sending Request for Quotation (RFQ) via e-mail and to submit their quotation 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 the said posting and invitation, only one (1) bidder submitted its quotation within the set deadline for the submission of quotations on 25 October 2021;

WHEREAS, upon evaluation, below is the findings;

Name of Bidder	Bid Amount (As Read)	Findings
Masaya Studio, Inc.	PhP184, 000.00	Eligible

WHEREAS, the detailed evaluation of the quotations resulted in the following:

Name of Bidder	Bid Amount (As Calculated)	Ranking
Masaya Studio, Inc.	PhP184, 000.00	Single Calculated Bid (SCB)

WHEREAS, upon due evaluation and careful examination of the quotation submitted by **MASAYA STUDIO, INC.**, being the bidder with the *Single Calculated Bid* (SCB), its quotation has been found to be complying and responsive to the technical specifications as stated in the Terms of Reference (TOR). A copy of the Abstract of Quotations and the submitted quotations are hereto attached, marked as **Annexes "B" and "C"**, respectively, and are made integral parts hereof;

CERTIFIED TRUE COPY
Procurement Mgt. Div.

Noriannah P. Lucman

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

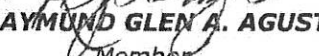
- a) To adopt Negotiated Procurement – Small Value Procurement under Section 53.9 of the revised Implementing Rules and Regulations (IRR) of the Republic Act No. 9184 for the Procurement of Webinar Services Management Agency to Manage the Department of Tourism Hosting of a Webinar for the Overseas Filipinos to be held on 03 December 2021; and
- b) To declare **MASAYA STUDIO, INC.** as the **Single Calculated and Responsive Bid (SCRB)** and to award the contract for the Procurement of Webinar Services Management Agency to Manage the Department of Tourism Hosting of a Webinar for the Overseas Filipinos to be held on 03 December 2021, in the total amount of **ONE HUNDRED EIGHTY – FOUR THOUSAND PESOS (Php184, 000.00)**, inclusive of all applicable taxes;
- c) To recommend for approval by the Secretary of Tourism the foregoing findings.

Resolved this 25th day of October 2021.

Recommending Approval:


OIC - USEC. REYNALDO L. CHING
BAC Chairperson


OIC - ASEC. MILAGROS Y. SAY
BAC Vice Chairperson

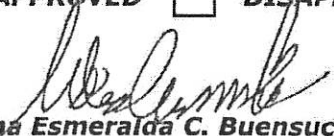

MR. RAYMUND GLEN A. AGUSTIN
Member


MS. ERNESTINNE S. DEMACLID
BAC Member


ATTY. JENNIFER A. OLBA
BAC Member

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

☒ **APPROVED** ☐ **DISAPPROVED:**


Verna Esmeralda C. Buensuceso
OIC - Undersecretary, Tourism Development

SERVICE CONTRACT

Webinar Management

KNOW ALL MEN BY THESE PRESENTS:

That this Agreement, made and entered into this NOV 12 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 its OIC-Undersecretary for Tourism Development, **MS. VERA ESMERALDA C. BUENSUCESO**, of legal age, Filipino and hereinafter referred to as the **FIRST PARTY**;

and

MASAYA STUDIO INC. is a private corporation existing and duly registered under the laws of the Philippines, with office address at 3rd Floor RPB Bldg., 8192 Dr. A Santos Ave., San Dionisio 1700 City Paranaque represented by its Business Development Manager, **MR. ERICKSON A. BALIGAT** 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, pursuant to Administrative Order No. 202 creating the Inter-Agency Committee (IAC) for the celebration of the Month of Overseas Filipinos, the **FIRST PARTY**, through the Office of Tourism Development Planning, Research and Information Management (OTDPRIM), will conduct a Webinar for Overseas Filipinos (the **"Webinar"**) to commemorate the events with the end view of promoting the welfare of Filipino migrants and recognizing their role in nation-building with the Philippines, and raising public awareness on various issues concerning migrants;

WHEREAS, the **FIRST PARTY** is in need of a webinar service management agency to manage the hosting of the Webinar on *03 December 2021*;

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. 2021-204** has declared the **SECOND PARTY** to be the bidder with the Single Calculated and Responsive Bid (SCRB) 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. Handle the pre-broadcast orientation for organizers and speakers;

- B. Engage a moderator and performer;
- C. Provide online platform, technical production management, and livestreaming of the webinar;
- D. Provide technical team to coordinate with the DOT and to oversee the implementation of the actual webinar.

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 from date of execution until 03 December 2021.
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 **One Hundred Eighty-Four Thousand Pesos (PhP184,000.00)** 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.
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

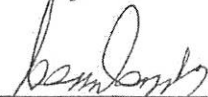
21-00193

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:

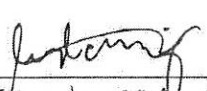

Verna Esmeralda C. Buensuceso
 OIC-Undersecretary
 Tourism Development


MASAYA STUDIO INC.

By:

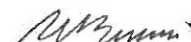

Erickson A. Baligat
 Business Development Manager

Signed in the Presence of


RUSSEL N. DEON CRUTE


Hans Jason Sagaduan

FUNDS AVAILABLE:


Roman G. Bersamira
 Chief, Accounting Division

ACKNOWLEDGEMENT

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

On this 26th day of November, 2021 personally appeared before me, a Notary Public in and for the City of makati, the following persons:

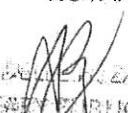
Name	Government ID	Date Issued	Place Issued
OIC-Undersecretary Verna Esmeralda C. Buensuceso	S0015381A	22 May 2019	DFA Manila
Mr. Erickson A. Baligat	33-5325432-2	January 2000	Pampanga

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. ROSALYN M. ZAMORA
 NOTARY PUBLIC
 UNTIL DECEMBER 31, 2021
 PENTHOUSE, LEGAL SERVICE, DOT BLDG
 PTR NO. 81488-1 - L/0000 - MAKATI CITY
 IDP LIFETIME - L/0000 - MAKATI CITY
 LAS-CQS-2021-178-VJR
 ROLL NO. 4 - L/0000 - MAKATI CITY