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Award Notice Abstract (Ref No.: 3358877)

Status: Updated

Reference Number: 8156200 Control Number: RFP No. 2021 - 11 - 0161 Bid Notice Title: Procurement of Consulting Services for the Production of Underwater Video Content for Dive Philippines Approved Budget: Php997,920.00 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: 37 Day/s Contact Person: John Paulo Francisco Created By: John Paulo Francisco	<p align="center">DEPARTMENT OF TOURISM</p> <p align="center">351 Sen. Gil Puyat Avenue Makati City Metro Manila, NCR, Philippines</p> <p align="center">Consulting Services</p> <p>Awardee : STUDIO H2O DIVE VENTURES, INC Contact Person : Randall Rosales Address : 6/F S&L Building, Dela Rosa St. corner Designation : Esteban St., Legaspi Village, San Lorenzo Makati City Metro Manila, NCR, Philippines President</p> <table border="1"> <thead> <tr> <th align="left" colspan="3">Line Item</th> </tr> <tr> <th align="center">#</th> <th align="center">Product/Service/Project Name</th> <th align="center">Budget</th> </tr> </thead> <tbody> <tr> <td align="center">1</td> <td>Consulting Services, Procurement of Consulting Services for the Production of Underwater Video Content for Dive Philippines, 82131603, 1, Lot</td> <td align="right">Php997,920.00</td> </tr> </tbody> </table> <p>Reason for Award : Single Rated and Responsive Bid (SRRB)</p>	Line Item			#	Product/Service/Project Name	Budget	1	Consulting Services, Procurement of Consulting Services for the Production of Underwater Video Content for Dive Philippines, 82131603, 1, Lot	Php997,920.00	Award Type: Award Notice Contract Amount: Php987,840.00 Award Date: 23-Nov-2021 Publish Date: 04-Dec-2021 Date Last Updated: 17-Feb-2022 Contract Number: 21-00202 Proceed Date: 24-Nov-2021 Contract Effectivity Date: 25-Nov-2021 Contract End Date: 31-Dec-2021 Created By: John Paulo Samonte Francisco Date Created: 04-Dec-2021 Approver: View Documents: 4
Line Item											
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1	Consulting Services, Procurement of Consulting Services for the Production of Underwater Video Content for Dive Philippines, 82131603, 1, Lot	Php997,920.00									

LAS

SERVICE CONTRACT

21-00202

Consulting Services

KNOW ALL MEN BY THESE PRESENTS:

That this Agreement, made and entered into this 24 November 2024 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 OIC-Undersecretary for Tourism Development, **MS. VERNA ESMERALDA C. BUENSUCESO**, of legal age, Filipino and hereinafter referred to as the **"FIRST PARTY"**;

and

STUDIO H2O DIVE VENTURES INC. is a private corporation existing and duly registered under the laws of the Philippines, with office address at 6F S&L Building, Dela Rosa cor. Esteban, Legaspi Village, Makati City, Metro Manila, represented by its President, **MR. RANDALL Q. ROSALES** 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 National Tourism Development Plan (NTDP) 2016-2022 likewise recognizes Diving and Marine Sports Tourism as both a key product and an opportunity/niche product that is capable of delivering larger number of visitors, longer length of stay, and higher expenditure along a broad spectrum of destinations and communities, and should therefore be given the highest priority due to their strong attractiveness to a wide range of country markets;

WHEREAS, pursuant to the above, the **FIRST PARTY** will produce underwater video content for Dive Philippines to support existing brand marketing initiatives for the Philippine dive industry;

WHEREAS, the **FIRST PARTY** is in need of a competent underwater video production firm to conceptualize and produce the underwater video content for the Dive Philippines brand;

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-___** 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 provide:

A. Underwater Video Content Development

1. Conceptualize and produce a 1-minute promotional video featuring footage of various dive sites in Anilao;
2. Conceptualize, shoot, and produce a 2-minute destination video that will showcase Anilao as a top underwater photography destination;
3. Conceptualize, shoot, and produce a 4 to 5- minute advocacy video that will give an overview of the pandemic's impact on the diving industry in Anilao and highlight the Department's efforts to provide product and market development for destination stakeholders.

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 from 25 November to 31 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 **Nine Hundred Eighty-Seven Thousand Eight Hundred Forty Pesos (P 987,840.00)** 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 and as stated below:

TRANCHES	PERCENTAGE	DELIVERABLES
1 st	40%	upon submission of approved overall concept and storyline
2 nd	60%	upon submission and acceptance of final output.

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

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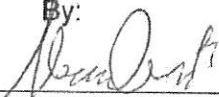
of this Agreement, or any of its stipulation and warranties by the **SECOND PARTY** and/or any of its employees, agents, representatives, or sub-contractors.

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:



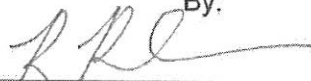
MS. VERNA ESMERALDA C.

BUENSUCESO

*OIC-Undersecretary
Tourism Development*

STUDIO H2O DIVE VENTURES INC.

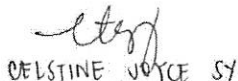
By:



MR. RANDALL Q. ROSALES

President

Signed in the presence of:



CELSTINE NOYCE SY



JAN ANTHONY ACOSTA

FUNDS AVAILABLE:

f:



MR. ROMAN G. BERSAMIRA

Chief, Accounting Division, DOT

ACKNOWLEDGEMENT

Republic of the Philippines) S.S

City of Makati)

On this 3rd day of December, 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	Passport No. 50015381A	May 22, 2019	DFA Manila
Mr. Randall Q. Rosales	Passport P0997020A	Nov. 24, 2016	Manila

21-00202

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.

Doc. No. 167
Page No. 34
Book No. III
Series of 2021

NOTARY PUBLIC

ATTY: AUDELE K. ZAMORA
NOTARY PUBLIC
UNTIL DECEMBER 2021
PENTHOUSE, LEGAL AREA SERVICE, DOT BLDG
PTR NO. 8144622 - 1/15/20 - MAKATI CITY
IBP LIFETIME MEMBER 04646 / MAKATI CITY
ROLL NO. 44115 MCLE VI-0024349



**BAC Resolution Declaring Single Rated and Responsive Bid (SRRB) and
Recommending Award for the Procurement of Services of an Underwater
Video Production Firm for the Anilao Underwater Shootout 2021
(RFQ No. 2021 - 11 - 0161)**

Resolution No. 2021 - 223

WHEREAS, the Department of Tourism (DOT), through the Procurement Management Division (PMD), posted the Request for Proposal (RFP) for the Procurement of Services of an Underwater Video Production Firm for the Anilao Underwater Shootout 2021, in the PhilGEPS website and DOT website continuously for at least four (4) calendar days, starting on 05 November 2021, and the deadline for the submission of proposals was set on 08 November 2021. The Approved Budget for the Contract (ABC) is Nine Hundred Ninety-Seven Thousand Nine Hundred Twenty Pesos (PhP997, 920.00). 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, only one (1) bidder submitted its proposal within the deadline set on 08 November 2021, to wit:

1. *Studio H2O Dive Ventures, Inc.*

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

Name of Bidder	Findings
<i>Studio H2O Dive Ventures, Inc.</i>	<i>Eligible</i>

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
<i>Studio H2O Dive Ventures, Inc.</i>	<i>PhP987,840.00</i>

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

Name of Bidder	Average Score	Ranking
<i>Studio H2O Dive Ventures, Inc.</i>	<i>95.60%</i>	<i>Single Rated Bid (SRB)</i>

Note: Passing score is 70%


WHEREAS, upon detailed evaluation and careful examination of the proposal submitted by **STUDIO H2O DIVE VENTURES, 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 Services of an Underwater Video Production Firm for the Anilao Underwater Shootout 2021; and
- b) To declare **STUDIO H2O DIVE VENTURES, INC.** as the **Single Rated and Responsive Bid (SRRB)** and to award the contract for the Procurement of Services of an Underwater Video Production Firm for the Anilao Underwater Shootout 2021, in the total amount of **NINE HUNDRED EIGHTY-SEVEN THOUSAND EIGHT HUNDRED FORTY PESOS (Php987,840.00)**, inclusive of all applicable taxes;
- c) To recommend for approval of the Secretary of Tourism the foregoing findings.

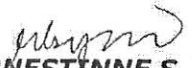
Resolved at the City of Makati this 23rd day of November 2021.

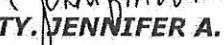
Recommending Approval:


OIC - USEC. REYNALDO L. CHING
BAC Chairperson


OIC - ASEC. MILAGROS Y. SAY
BAC Vice Chairperson

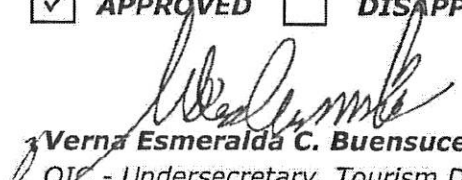

MR. RAYMUND GLEN A. AGUSTIN
Member


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