



# PhilGEPS

Philippine Government Electronic Procurement System

Central Portal for  
Philippine Government  
Procurement Opportunities

**Award Notice Abstract (Ref No.: 3491172)**

**Status: Updated**

<p><b>Reference Number:</b> 8367876</p> <p><b>Control Number:</b> 2022-01-0009</p> <p><b>Bid Notice Title:</b> Notarial Services</p> <p><b>Approved Budget:</b> Php240,000.00</p> <p><b>Procurement Mode:</b> Negotiated Procurement - Small Value Procurement (Sec. 53.9)</p> <p><b>Classification:</b> Goods</p> <p><b>Category:</b> Services</p> <p><b>Applicable</b></p> <p><b>Procurement Rules:</b> Implementing Rules and Regulations</p> <p><b>Funding Source:</b> Government of the Philippines (GOP)</p> <p><b>Funding Instrument:</b> General Appropriations Act</p> <p><b>Area of Delivery:</b></p> <p><b>Delivery Period:</b> 0 Day/s</p> <p><b>Contact Person:</b> MAITA DANTE</p> <p><b>Created By:</b> MAITA DANTE</p>	<p><b>DEPARTMENT OF TOURISM</b> 351 Sen. Gil Puyat Avenue Makati City Metro Manila, NCR, Philippines</p> <p><b>Notarial Services</b></p> <p><b>Awardee :</b> MS. AUDELLE HAMAC ZAMORA</p> <p><b>Contact Person :</b> AUDELLE HAMAC ZAMORA</p> <p><b>Address :</b> 322 Tejeros Garden Bliss , H. Santos St. Makati City Metro Manila, NCR, Philippines</p> <p><b>Designation :</b></p> <table border="1"> <thead> <tr> <th data-bbox="411 633 443 656">#</th><th data-bbox="549 633 927 656">Product/Service/Project Name</th><th data-bbox="1094 633 1182 656">Budget</th></tr> </thead> <tbody> <tr> <td data-bbox="411 678 427 701">1</td><td data-bbox="443 667 1002 712">Notarial Services, procurement of Notarial Services FY 2022, 80120000, 1, Lot</td><td data-bbox="1034 678 1198 701">Php240,000.00</td></tr> </tbody> </table> <p><b>Reason for Award :</b> Single Calculated Bid</p>	#	Product/Service/Project Name	Budget	1	Notarial Services, procurement of Notarial Services FY 2022, 80120000, 1, Lot	Php240,000.00	<p><b>Award Type:</b> Award Notice</p> <p><b>Contract Amount:</b> Php240,000.00</p> <p><b>Award Date:</b> 27-Jan-2022</p> <p><b>Publish Date:</b> 17-Feb-2022</p> <p><b>Date Last Updated:</b> 22-Feb-2022</p> <p><b>Contract Number:</b> 22-00024</p> <p><b>Proceed Date:</b> 27-Jan-2022</p> <p><b>Contract Effectivity</b></p> <p><b>Date:</b> 27-Jan-2022</p> <p><b>Contract End Date:</b> 31-Dec-2022</p> <p><b>Created By:</b> MAITA SUMOGAD DANTE</p> <p><b>Date Created:</b> 17-Feb-2022</p> <p><b>Approver:</b> MAITA SUMOGAD DANTE</p> <p><b>View Documents:</b> 4</p>
#	Product/Service/Project Name	Budget						
1	Notarial Services, procurement of Notarial Services FY 2022, 80120000, 1, Lot	Php240,000.00						

## SERVICE CONTRACT

22-00024

### Notarial Services

#### KNOW ALL MEN BY THESE PRESENT:

This Agreement made and entered into on JAN 27 2022 in the City of Makati, Philippines, by and between:

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

and

**ATTY. AUDELLE H. ZAMORA**, Filipino, of legal age with residence and postal address at 322 Tejeros Garden Bliss, H. Santos Street, Makati City, herein referred to as the "**SECOND PARTY**";

Each a **PARTY** and 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 the above mandate, the **FIRST PARTY** is in need of the services of a commissioned notary public for purposes of authenticating various contracts and legal instruments related to the agency's mandate and operations;

**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**, a duly registered member of the Philippine Government Electronic Procurement System (PhilGEPS) that 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. 2022-004** has declared the **SECOND PARTY** to be the bidder with the Single Calculated and Responsive Bid (SCRB) as its quotation has been found to be complying and responsive to the technical specifications stated 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 authenticate/notarize contracts, and other legal documents and instruments such as but not limited to Memorandum of Agreement/Understanding, application purchase of foreign currency, different kinds of affidavits/undertaking/ certifications executed by employees which requires notarization;

Details of the technical specifications including the other 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 one (1) year starting **01 February 2022 to 01 February 2023**.
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 not exceed **Two Hundred Forty Thousand Pesos (PhP240,000.00)** for a period of one (1) year, or **Twenty Thousand Pesos (PhP20,000.00)** per month inclusive of VAT and other taxes, regardless of the number, the amount involved, and the kind of contracts that were notarized.
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 liquidated 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. **EMPLOYER-EMPLOYEE RELATIONSHIP.** This contract shall not create an employer-employee relationship between the Parties nor shall the services herein be considered as government service. The **SECOND PARTY** shall not be entitled to benefits enjoyed by the regular personnel of the government.
8. **CONFIDENTIALITY AGREEMENT.** The **SECOND PARTY** shall not, at any time during the term of Contract and thereafter, use or disclose any confidential information concerning the affairs of the **FIRST PARTY** which the **SECOND PARTY** may have acquired in the course of or as an incident to the Contract without the prior written consent of the **FIRST PARTY**.
9. **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*.
10. **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

22-00024

Party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request

11. **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.

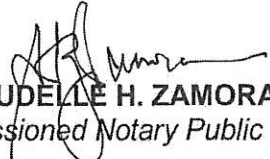
**IN WITNESS WHEREOF**, the Parties have executed this Agreement through their authorized representatives on the date stated above.

**DEPARTMENT OF TOURISM**

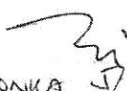
By:

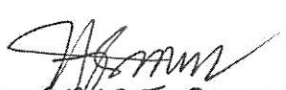
  
**MS. MARIA RICA C. BUENO**  
Assistant Secretary  
Human Capital and Industry  
Development Programs

By:


  
**ATTY. AUDELLE H. ZAMORA**  
Commissioned Notary Public

Signed in the presence of:

  
VERONICA J. REYES

  
HELEN GRACE SOMERA

**FUNDS AVAILABLE:**

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

**ACKNOWLEDGEMENT**

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

On this 15 day of FEB 09 2022, 2022 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	<u>PAT 50008928A</u>		
Atty. Audelle H. Zamora	<u>TIN 180-157-902</u>		

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. 15  
Page No. 4  
Book No. 235  
Series of 2022

  
**ATTY. GEORGE DAVID D. SITON**

**NOTARY PUBLIC**

NOTARY PUBLIC FOR MAKATI CITY  
APPT. NO. 14-082 - UNTIL DEC. 31, 2021  
ROLL NO. 68402 / MC E COMPLIANCE NO. VHC021936/3-29-2019  
IBP O.R. No. 217-17-18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100  
PTR No. 2352066-JAN 03, 2022-MAKATI CITY  
EXECUTIVE BLDG. CENTER MAKATI AVE., COR. JUPITER ST., MAKATI CITY  
EXTENDED UNTIL JUNE 30, 2022 PER BM NO. 1

LAS-COS-2022-028-VJR



**BAC Resolution Declaring Single Calculated and Responsive Bid (SCRB) and  
Recommending Award for the Procurement of Notarial Services FY 2022  
(RFQ No. 2022 – 01 – 0009)**

**Resolution No. 2022 - 004**

**WHEREAS**, the Department of Tourism (DOT), through the Procurement Management Division (PMD), posted the Request for Quotation (RFQ) for the Procurement of Notarial Services FY 2022, in the PhilGEPS website and DOT website continuously for at least four (4) calendar days, starting on 22 January 2022, and the deadline for the submission of quotations was set on 25 January 2022. The Approved Budget for the Contract (ABC) is Two Hundred Forty Thousand Pesos (PhP240, 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 bidders 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) prospective bidder submitted their quotation within the set deadline for the submission of quotations on 25 January 2022;

**WHEREAS**, upon evaluation, below is the findings;

<b>Name of Bidder</b>	<b>Bid Amount (As Read)</b>	<b>Findings</b>
Atty. Audelle H. Zamora	PhP240, 000.00	Eligible

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

<b>Name of Bidder</b>	<b>Bid Amount (As Calculated)</b>	<b>Ranking</b>
Atty. Audelle H. Zamora	PhP240, 000.00	Single Calculated Bid (SCB)

**WHEREAS**, upon due evaluation and careful examination of the quotation submitted by **ATTY. AUDELLE H. ZAMORA**, being the bidder with the *Single Calculated Bid (SCB)*, her 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;

**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 Notarial Services FY 2022; and

CERTIFIED TRUE COPY  
Procurement Mgt. Div.  
  
Norjannan P. Lucman



- b) To declare **ATTY. AUDELLE H. ZAMORA** as the **Single Calculated and Responsive Bid (SCRB)** and to award the contract for the Procurement of Notarial Services FY 2022, in the total amount of **TWO HUNDRED FORTY THOUSAND PESOS (Php240,000.00)**, inclusive of all applicable taxes;

- c) To recommend for approval by the Secretary of Tourism the foregoing findings.

Resolved this 25th day of January 2022.

**Recommending Approval:**

  
**OIC-USEC REYNALDO L. CHING**  
BAC Chairperson

  
**DIR. MILAGROS Y. SAY**  
BAC Vice Chairperson


  
**MR. RAYMUND GLEN A. AGUSTIN**  
BAC 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:**

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



## NOTICE OF AWARD

**ATTY. AUDELLE H. ZAMORA**

322 Tejeros Garden Bliss  
H. Santos St., Makati City

**Dear Atty. Audelle:**

We are pleased to inform you that your quotation for the Procurement of Notarial Services for FY 2022 in the amount of Two Hundred Forty Thousand Pesos (PhP240,000.00) has been determined as the Single Calculated and Responsive Bid (SCRB) through Negotiated Procurement – Small Value Procurement (SVP).

We appreciate your interest in this opportunity and we look forward to your satisfactory performance of your obligations under the project.

Very truly yours,

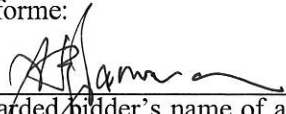
  
**ASEC. MARIA RICA C. BUENO**

**Department of Tourism**

*By Authority of the Secretary:*

*(per Department Order No. 2021-077)*

Conforme:

  
(Awarded bidder's name of authorized  
Representative and signature)

January 27, 2022  
(Date)

**\*Kindly fax or email to sender to acknowledge receipt**