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Award Notice Abstract (Ref No.: 3303559)

Status: Updated

<p>Reference Number: 8078440</p> <p>Control Number: RFQ No. 2021 - 10 - 0130</p> <p>Bid Notice Title: Procurement of Services of a Training Provider for the Conduct of Filipino Brand of Service Supervisor's Training - Enterprise Level</p> <p>Approved Budget: Php984,000.00</p> <p>Procurement Mode: Negotiated Procurement - Small Value Procurement (Sec. 53.9)</p> <p>Classification: Goods</p> <p>Category: Education and Training Services</p> <p>Applicable Procurement Rules: Implementing Rules and Regulations</p> <p>Funding Source: Government of the Philippines (GOP)</p> <p>Funding Instrument: General Appropriations Act</p> <p>Area of Delivery:</p> <p>Delivery Period: 0 Day/s</p> <p>Contact Person: John Paulo Francisco</p>	<p>DEPARTMENT OF TOURISM 351 Sen. Gil Puyat Avenue Makati City Metro Manila, NCR, Philippines</p> <p>Awardee : PIONEER PROFESSIONAL ACADEMY OF ASIA, INC.</p> <p>Address : Primer Star Center, 2282 Leon Guinto Street, Brgy. 726, Malate, Manila Manila</p> <p>Education and Training Services</p> <p>Contact Person : GIL TESORO REGONDOLA</p> <p>Designation : SENIOR TRAINING OFFICER Metro Manila, NCR, Philippines</p> <table border="1"> <thead> <tr> <th data-bbox="422 712 454 743">#</th><th data-bbox="454 712 1029 743">Line Item Product/Service/Project Name</th><th data-bbox="1029 712 1220 743">Budget</th></tr> </thead> <tbody> <tr> <td data-bbox="422 743 454 862">1</td><td data-bbox="454 743 1029 862">Education and Training Services, Procurement of Services of a Training Provider for the Conduct of Filipino Brand of Service Supervisor's Training - Enterprise Level, 86000000, 1, Lot</td><td data-bbox="1029 743 1220 862">Php984,000.00</td></tr> </tbody> </table> <p>Reason for Award : Single Calculated and Responsive Bid (SCRB)</p>	#	Line Item Product/Service/Project Name	Budget	1	Education and Training Services, Procurement of Services of a Training Provider for the Conduct of Filipino Brand of Service Supervisor's Training - Enterprise Level, 86000000, 1, Lot	Php984,000.00	<p>Award Type: Award Notice</p> <p>Contract Amount: Php980,000.00</p> <p>Award Date: 19-Oct-2021</p> <p>Publish Date: 28-Oct-2021</p> <p>Date Last Updated: 17-Feb-2022</p> <p>Contract Number: 21-00180</p> <p>Proceed Date: 07-Nov-2021</p> <p>Contract Effectivity Date: 08-Nov-2021</p> <p>Contract End Date: 28-Feb-2022</p> <p>Created By: John Paulo Samonte Francisco</p> <p>Date Created: 28-Oct-2021</p> <p>Approver:</p> <p>View Documents: 4</p>
#	Line Item Product/Service/Project Name	Budget						
1	Education and Training Services, Procurement of Services of a Training Provider for the Conduct of Filipino Brand of Service Supervisor's Training - Enterprise Level, 86000000, 1, Lot	Php984,000.00						

Created By:

John Paulo Francisco



**BAC Resolution Declaring Single Calculated and Responsive Bid (SCRB)
and Recommending Award for the Procurement of Services of Training
Provider for the Conduct of Filipino Brand of Service Supervisor's
Training – Enterprise Level
(RFQ No. 2021 – 10 – 0130)**

Resolution No. 2021 - 181

WHEREAS, the Department of Tourism (DOT), through the Procurement Management Division (PMD), posted the Request for Quotation (RFQ) for the Procurement of Services of a Training Provider for the Conduct of Filipino Brand of Service Supervisor's Training - Enterprise Level, in the PhilGEPS website and DOT website continuously for at least five (5) calendar days, starting on 14 October 2021, and the deadline for the submission of quotations was set on 18 October 2021. The Approved Budget for the Contract (ABC) is Nine Hundred Eighty – Four Thousand Pesos (PhP984, 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 18 October 2021;

WHEREAS, upon evaluation, below is the findings;

Name of Bidder	Bid Amount (As Read)	Findings
Pioneer Professional Academy of Asia, Inc.	PhP980, 000.00	Eligible

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

Name of Bidder	Bid Amount (As Calculated)	Ranking
Pioneer Professional Academy of Asia, Inc.	PhP980, 000.00	Single Calculated Bid (SCB)

WHEREAS, upon due evaluation and careful examination of the quotation submitted by **PIONEER PROFESSIONAL ACADEMY OF ASIA, 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;

[Signature]

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 a Training Provider for the Conduct of Filipino Brand of Service Supervisor's Training - Enterprise Level; and
- b) To declare **PIONEER PROFESSIONAL ACADEMY OF ASIA, INC.** as the **Single Calculated and Responsive Bid (SCRB)** and to award the contract for the Procurement of Services of a Training Provider for the Conduct of Filipino Brand of Service Supervisor's Training - Enterprise Level, in the total amount of **NINE HUNDRED EIGHTY – THOUSAND PESOS (Php980, 000.00)**, inclusive of all applicable taxes;

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

Resolved this 18th 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:**



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



21-00180

SERVICE CONTRACT

Training Services

KNOW ALL MEN BY THESE PRESENTS:

That this Agreement, made and entered into this NOV 08 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 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, pursuant to its mandates, the **FIRST PARTY** will conduct the *Filipino Brand of Service Excellence (FBS) Supervisor's Training – Enterprise Level (the "FBS Supervisor's Training")* which aims to develop a pool of in-house trainers to conduct the FBS Trainings in DOT-accredited tourism enterprises, to cascade the FBS Trainings to the DOT tourism accredited enterprises and tourism workforce, and to boost participants' competencies in facilitating the FBS trainings to their establishment's frontliners/personnel;

WHEREAS, the **FIRST PARTY** is in need of the services of a DOT-Accredited training provider to handle the requirements in the conduct of the FBS Training from November 8, 2021 to February 28, 2022;

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. 2021-181** has declared the **SECOND PARTY** to be the bidder with the *Single Calculated and Responsive Bid (SCRB)* as its quotation is found to be compliant and responsive to the 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. Host and facilitate the conduct of FBS Supervisor's Training to a maximum of 300 participants in 16 Regions;
- B. Provide detailed Timeline, Training Plan and Outline of the course in synchronous and asynchronous delivery mode;
- C. Develop pre-assessment and pre-work materials;
- D. Source and coordinate with FBS Master Trainers and handle payment of their professional fees;
- E. Evaluate and review the overall conduct of the FBS Learning Program and recommend further enhancements;
- F. Design and develop Trainer Selection Criteria and Guidelines for the DOT-OIMD Selection Committee;
- G. Prepare Trainer Evaluation, Rating Sheets, Performance Monitoring Tools and Mentoring Guidelines;
- H. Assist in the updating/upgrading of FBS materials;
- I. Submit post activity report.

Details of the above 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 from the date of execution until February 28, 2022.

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 Thousand Pesos (PhP980,000.00)**, 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 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 indicated below:

TRANCHE	PERCENTAGE OF PAYMENT	DELIVERABLE
1 st Tranche	30%	Upon completion, submission, and approval of the detailed Timeline, Training Plan and Outline of the course, pre-training guidelines, evaluation/monitoring tools, and updated FBS training presentation materials and manual.
2 nd Tranche	50%	Upon completion of training schedules for 300 participants, issuance of certificates, and submission of Terminal Report.
3 rd Tranche	30%	Upon completion and acceptance by DOT of the Trainer Performance Monitoring and Mentoring Guidelines.


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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.

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 for Human Capital and
Industry Development Programs*

**PIONEER PROFESSIONAL
ACADEMY OF ASIA, INC.**

By:

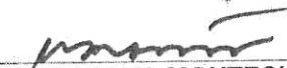


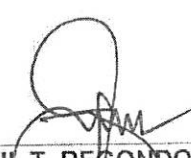
ROBERT T. SY

Managing Director

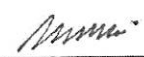
21-00180

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 13th 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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Book No. III
Series of 2021

NOTARY PUBLIC


ATTY. AUDELLE A. RAMORA
NOTARY PUBLIC
UNTIL DECEMBER, 2021
PENTHOUSE, LEGAL AFFAIRS SERVICE, DOT BLDG
PTR NO. 8144602 - 1/15/20 - MAKATI CITY
IBP LIFETIME MEMBER 04646 / MAKATI CITY
ROLL NO. 41115 MCLE VI-0024349