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Award Notice Abstract (Ref No.: 3353974)

Status: Updated

Reference Number: 8085134 Control Number: RFP No. 2021 - 10 - 0134 Bid Notice Title: Procurement of Consulting Services for the Anilao Underwater Shootout 2021 Technical Competition Management and Oversight Approved Budget: Php990,000.00 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: Batangas Contract Duration: 1 Month/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 : SCUBASTUDIO PHILIPPINES INC. Address : SCUB STUDIO, 308 P. Guevarra Corner Seaview St., Barangay Sta. Lucia, San Juan City San Juan City Metro Manila, NCR, Philippines Contact Person : Kristofer Ryan Ong Morales Designation : Corporate Secretary <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>Consulting Services, Procurement of Consulting Services for the Anilao Underwater Shootout 2021 Technical Competition Management and Oversight, 80101508, 1, Lot</td><td>Php990,000.00</td></tr> </tbody> </table> Reason for Award : Single Rated and Responsive Bid (SRRB)	Line Item			#	Product/Service/Project Name	Budget	1	Consulting Services, Procurement of Consulting Services for the Anilao Underwater Shootout 2021 Technical Competition Management and Oversight, 80101508, 1, Lot	Php990,000.00	Award Type: Award Notice Contract Amount: Php989,856.00 Award Date: 28-Oct-2021 Publish Date: 02-Dec-2021 Date Last Updated: 17-Feb-2022 Contract Number: 21-00183 Proceed Date: 04-Nov-2021 Contract Effectivity Date: 05-Nov-2021 Contract End Date: 05-Dec-2021 Created By: John Paulo Samonte Francisco Date Created: 02-Dec-2021 Approver: View Documents: 4
Line Item											
#	Product/Service/Project Name	Budget									
1	Consulting Services, Procurement of Consulting Services for the Anilao Underwater Shootout 2021 Technical Competition Management and Oversight, 80101508, 1, Lot	Php990,000.00									



**BAC Resolution Declaring the Single Rated and Responsive Bid (SRRB)
and Recommending Award for the Procurement of Consulting Services
for Technical Competition Management and Oversight for the Conduct of
Anilao Underwater Shootout 2021
(RFP No. 2021 – 10 – 0134)**

Resolution No. 2020 - 200

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 Technical Competition Management and Oversight for the Conduct of Anilao Underwater Shootout 2021, in the PhilGEPS website and DOT website continuously for at least four (4) calendar days, starting on 15 October 2021, and the deadline for the submission of proposals was set on 18 October 2021. The Approved Budget for the Contract (ABC) is Nine Hundred Ninety Thousand Pesos (PhP990, 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 proposal 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 18 October 2021, to wit:

1. *Scubastudio Philippines, Inc.*

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

Name of Bidder	Findings
<i>Scubastudio Philippines, Inc.</i>	<i>Eligible</i>

WHEREAS, the proposal was submitted by the eligible bidder is found complying in terms of the ABC, as follows:

Name of Bidder	Bid Amount
<i>Scubastudio Philippines, Inc.</i>	<i>PhP989, 856.00</i>

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

Name of Bidder	Average Score	Ranking
<i>Scubastudio Philippines, Inc.</i>	<i>90%</i>	<i>Single Rated Bid (SRB)</i>

Note: Passing score is 70 points

WHEREAS, upon detailed evaluation and careful examination of the proposal submitted by **SCUBASTUDIO PHILIPPINES, 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 Quotations, 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 Technical Competition Management and Oversight for the Conduct of Anilao Underwater Shootout 2021; and
- b) To declare **SCUBASTUDIO PHILIPPINES, INC.** as the **Single Rated and Responsive Bid (SRRB)** and to award the contract for the Procurement of Consulting Services for Technical Competition Management and Oversight for the Conduct of Anilao Underwater Shootout 2021, in the total amount of **NINE HUNDRED EIGHTY – NINE THOUSAND EIGHT HUNDRED FIFTY – SIX PESOS (Php989, 856.00)**, 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 28th day of October 2021.

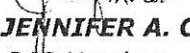
Recommending Approval:


OIC - USEC. REYNALDO L. CHING
BAC Chairperson


OIC - ASEC. MILAGROS Y. SAY
BAC Vice Chairperson

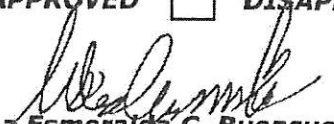

MR. RAYMUND GLEN A. AGUSTIN
BAC Member


MS. ERNESTINNE S. DEMACILID
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

21-00183

SERVICE CONTRACT

Technical Competition Management

KNOW ALL MEN BY THESE PRESENTS:

That this Agreement, made and entered into this NOV 04 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-Undersecretary for Tourism Development, **MS. VERNA ESMERALDA C. BUENSUCESO**, of legal age, Filipino and hereinafter referred to as the **FIRST PARTY**;

and

SCUBASTUDIO PHILIPPINES, INC. is a private corporation existing and duly registered under the laws of the Philippines, with office address at 308 P. Guevarra Cor. Seaview St., Brgy. Sta. Lucia, San Juan City, represented by its Corporate Secretary, **MR. KRISTOFER RYAN O. MORALES** 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 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 and to be able to jumpstart domestic tourism and attract enthusiasts to travel and engage in diving, the **FIRST PARTY**, through the Office of *Product and Market Development-Dive*, will conduct the *Anilao Underwater Shootout 2021 (the "Event")*, a yearly underwater macrophotography competition organized with resort owners, dive operators, dive masters, and local Mabini stakeholders;

WHEREAS, the **FIRST PARTY** is in need of the services of a company with experience in technical competition management for the Event on 5 November to 5 December 2021 in Mabini, Batangas;

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) who possesses the necessary skills, experience 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. 2021-200**, 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 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 undertake:

- a. Underwater Photo Competition Technical Development including the competition mechanics, implementation plan;
- b. Assist in securing, sourcing, identify and purchase giveaways and competition prizes.

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 date of execution until 5 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-Nine Thousand Eight Hundred Fifty-Six Pesos (PhP989,856.00)**, 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 indicated below:

TRANCHE	PERCENTAGE OF PAYMENT	DELIVERABLE
1 st Tranche Payment	30%	Submission of approved competition mechanics.
2 nd Tranche Payment	70%	Completion of the project requirements and submission of terminal report.

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

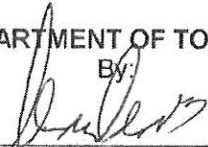
any of its stipulation and warranties by the **SECOND PARTY** and/or any of its employees, agents, representatives, or sub-contractors.

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:


VERNA ESMERALDA C. BUENSUCESO
OIC, Undersecretary for Tourism
Development

SCUBASTUDIO PHILIPPINES, INC

By:



KRISTOFER RYAN O. MORALES
Corporate Secretary

Signed in the presence of:


CHRISTINE SY


INA FAYE JAO

FUNDS AVAILABLE:


Mr. ROMAN G. BERSAMIRA
Chief Accountant, Accounting Division,
DOT

21-00183

ACKNOWLEDGEMENT

Republic of the Philippines) S.S
City of Makati

On this 15th 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
Verna Esmeralda C. Buensuceso	Passport No. SD015381A	22 May 2019	DFA Manila
Kristofer Ryan O. Morales	N02-00-427477		San Juan DO

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. 123
Page No. 25
Book No. III
Series of 2021

ATTY. AUDELE I. TAMORA
NOTARY PUBLIC

UNTIL DECEMBER 2021

PENTHOUSE, LEGAL AFFAIRS SERVICE, DOT BLDG
PTR NO. 8144622 - 1/15/20 - MAKATI CITY
IBP LIFETIME MEMBER 04646 / MAKATI CITY
ROLL NO. 44115 MCLE VI-0024349