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Award Notice Abstract (Ref No.: 3196533)

Status: Updated

Reference Number: 7839513	DEPARTMENT OF TOURISM 351 Sen. Gil Puyat Avenue Makati City Metro Manila, NCR, Philippines Service Provider	Award Type: Award Notice						
Control Number: 2021 - 07 - 0073	Awardee : PHILIPPINE M.I.C.E - MEETINGS, INCENTIVES.CONVENTIONS.EXHIBITIONS/EVENTS-ACADEMY INC. Contact Person : SONIA REYES SAYAMAN	Contract Amount: Php900,000.00						
Bid Notice Title: Procurement of Services of Online Training Provider for the Conduct of MICE Training and Certification Program	Address : Alexander House, Amorsolo Street Makati City Metro Manila, NCR, Philippines Designation : TREASURER <table border="1"> <thead> <tr> <th data-bbox="375 705 406 728">#</th><th data-bbox="406 705 1045 728">Product/Service/Project Name</th><th data-bbox="1045 705 1252 728">Budget</th></tr> </thead> <tbody> <tr> <td data-bbox="375 728 406 817">1</td><td data-bbox="406 728 1045 817">Service Provider, Procurement of Services of Online Training Provider for the Conduct of MICE Training and Certification Program, 86000000, 1, Lot</td><td data-bbox="1045 728 1252 817">Php900,000.00</td></tr> </tbody> </table>	#	Product/Service/Project Name	Budget	1	Service Provider, Procurement of Services of Online Training Provider for the Conduct of MICE Training and Certification Program, 86000000, 1, Lot	Php900,000.00	Award Date: 20-Jul-2021 Publish Date: 12-Aug-2021 Date Last Updated: 16-Feb-2022
#	Product/Service/Project Name	Budget						
1	Service Provider, Procurement of Services of Online Training Provider for the Conduct of MICE Training and Certification Program, 86000000, 1, Lot	Php900,000.00						
Approved Budget: Php900,000.00	Reason for Award : Single Calculated and Responsive Bid (SCRB)	Contract Number: 21 - 00135						
Procurement Mode: Negotiated Procurement - Small Value Procurement (Sec. 53.9)		Proceed Date: 06-Sep-2021 Contract Effectivity Date: 07-Sep-2021						
Classification: Goods		Contract End Date: 23-Sep-2021						
Category: Services		Created By: John Paulo Samonte Francisco						
Applicable Procurement Rules: Implementing Rules and Regulations		Date Created: 12-Aug-2021 Approver:						
Funding Source: Government of the Philippines (GOP)		View Documents: 4						
Funding Instrument: General Appropriations Act								
Area of Delivery: Metro Manila								
Delivery Period: 7 Day/s								
Contact Person:								

2/24/22, 1:53 PM

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John Paulo Francisco		
Created By:		
John Paulo Francisco		

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

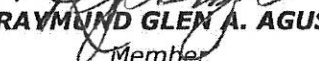
- a) To adopt Negotiated Procurement – Small Value Procurement under Section 53.9 of the revised Implementing Rules and Regulations (IRR) of the Republic Act No. 9184 for the Procurement of Services of Online Training Provider for the Conduct of Meetings, Incentives, Conferences, and Events (M.I.C.E) Trainings; and
- b) To declare **PHILIPPINE M.I.C.E – ACADEMY, INC.** as the **Single Calculated and Responsive Bid (SCRB)** and to award the contract for the Procurement of Services of Online Training Provider for the Conduct of Meetings, Incentives, Conferences, and Events (M.I.C.E) Trainings , in the total amount of **NINE HUNDRED THOUSAND PHILIPPINE PESOS (Php900, 000.00)**, inclusive of all applicable taxes;
- c) To recommend for approval by the Secretary of Tourism the foregoing findings.


Resolved this 19th day of July 2021.


Recommending Approval:


USEC. ROBERTO P. ALABADO III
BAC Chairperson


DIR. MILAGROS Y. SAY
BAC Vice Chairperson


MR. RAYMUND GLEN A. AGUSTIN
Member


MS. ERNESTINNE S. DEMACLID
BAC Member

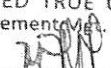

ATTY. JENNIFER A. OLBA
BAC Member

By Authority of the Secretary
(Department Order No. 2020-022)

☒ **APPROVED** ☐ **DISAPPROVED:**


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

CERTIFIED TRUE COPY
Procurement Mgt. Div.


Norjannah P. Lucman

21-00135

SERVICE CONTRACT

Online Training Provider

KNOW ALL MEN BY THESE PRESENTS:

That this Agreement, made and entered into this AUG 25 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

PHILIPPINE M.I.C.E. - ACADEMY INC. is a private corporation existing and duly registered under the laws of the Philippines, with office address at S-502, 5/F Alexander House Building, 132 Amorsolo St., Makati City represented by its President, **MS. MA. CRISTINA S. CAPISTRANO** 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**, in accordance with the National Tourism Development Plan (NTDP) of 2016-2022, has identified Meetings, Incentives, Conferences and Events (MICE) as one of the 9 Product Portfolio which the local tourism industry can capitalize on to increase tourism arrivals in the country;

WHEREAS, pursuant to the above, the **FIRST PARTY** through the Office of Industry and Manpower Development (OIMD), will be holding a series of MICE Trainings to intensify MICE awareness and skills enhancement thereby improving competitiveness in the MICE industry;

WHEREAS, the **FIRST PARTY** is in need of an online training provider for the conduct of MICE Trainings on September 7, 9-10, 15-16 & 22-23, 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. 2021-101** 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);

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NOW, THEREFORE, based on the foregoing, the **PARTIES** hereby agree as follows:

1. **SERVICES.** The **SECOND PARTY** hereby agrees to provide a highly specialized training in the field of MICE which includes:
 - A. One (1) MICE 101 session of online webinar production
 - B. Three (3) MICE 102 sessions with CMP certification of online webinar production
 - C. Engagement of industry experts as resource speakers
 - D. Online platform set-up
 - E. Host and moderator during webinar
 - F. Training/session materials
 - G. Documentation and post-activity report

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 September 30, 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 Thousand Pesos (Php900,000.00)** 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



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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:

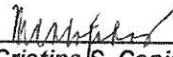


Maria Rica C. Bueno
Assistant Secretary
Human Capital and

Industry Development Programs

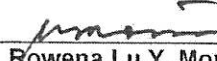
PHILIPPINE M.I.C.E – ACADEMY INC.

By:




Ma. Cristina S. Capistrano
President

Signed in the Presence of



Rowena Lu Y. Montecillo
Director

Office of Industry Manpower Development



Sonia R. Sayaman
Treasurer

Philippine M.I.C.E – Academy Inc.

FUNDS AVAILABLE:



Roman G. Bersamira
Chief, Accounting Division

21-00135

ACKNOWLEDGEMENT

Republic of the Philippines) S.S
City of Makati

On this 3rd day of September, 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	<u>PR# 50005938A</u>		
Ms. Ma. Cristina S. Capistrano	<u>DL# N03-92-15079V</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.

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Book No. II
Series of 2021

NOTARY PUBLIC

ATTY. AUDELLE H. JAMORA
NOTARY PUBLIC
UNTIL DECEMBER 2021
PENTHOUSE, LEGAL AFFAIRS SERVICE, DOT BLDG
PTR NO. 81446 / 1/15/20 - MAKATI CITY
IBP LIFETIME NUMBER 04638 / MAKATI CITY
ROLL NO. 4-115 MOLE VI-0024349