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Procurement Opportunities

Award Notice Abstract (Ref No.: 3104656)

Status: Updated

Reference Number: 7695119 Control Number: 2021 - 05 - 0038 Bid Notice Title: Procurement of Online Training Provider for the Conduct of Monitoring, Evaluation, and Data Analytics Online Training for DOT Training Champions Approved Budget: Php709,600.00 Procurement Mode: Negotiated Procurement - Small Value Procurement (Sec. 53.9) Classification: Goods Category: Education and Training Services Applicable Procurement Rules: Implementing Rules and Regulations Funding Source: Government of the Philippines (GOP) Funding Instrument: General Appropriations Act Area of Delivery: Delivery Period: 6 Day/s Contact Person: John Paulo Francisco	DEPARTMENT OF TOURISM 351 Sen. Gil Puyat Avenue Makati City Metro Manila, NCR, Philippines Online Training Provider Awardee : HOLISTIC LEARNING AND DEVELOPMENT SOLUTIONS CO. Address : 6264 Calle Estacion Street, Pio Del Pilar, Makati Makati City Metro Manila, NCR, Philippines Contact Person : Geronimo Batac Santos Designation : Marketing Officer <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>Online Training Provider, Procurement of Online Training Provider for the Conduct of Monitoring, Evaluation, and Data Analytics Online Training for DOT Training Champions, 86000000, 1, Lot</td><td>Php709,600.00</td></tr> </tbody> </table> Reason for Award : Lowest Calculated and Responsive Bid (LCRB)	Line Item			#	Product/Service/Project Name	Budget	1	Online Training Provider, Procurement of Online Training Provider for the Conduct of Monitoring, Evaluation, and Data Analytics Online Training for DOT Training Champions, 86000000, 1, Lot	Php709,600.00	Award Type: Award Notice Contract Amount: Php481,600.00 Award Date: 20-May-2021 Publish Date: 04-Jun-2021 Date Last Updated: 02-Aug-2021 Contract Number: 21 - 00123 Proceed Date: 18-Jun-2021 Contract Effectivity Date: 21-Jun-2021 Contract End Date: 23-Sep-2021 Created By: John Paulo Samonte Francisco Date Created: 04-Jun-2021 Approver: View Documents: 4
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2/28/22, 10:18 AM

PhilGEPS

Created By:

John Paulo Francisco

21-00123

Service Contract

Holistic Learning and Development Solutions Co.

KNOW ALL MEN BY THESE PRESENTS:

That this Agreement, made and entered into this JUN 18 2021 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 its Assistant Secretary for Human Capital and Industry Development Programs, **MARIA RICA C. BUENO**, of legal age, Filipino and hereinafter referred to as the **FIRST PARTY**;

and

HOLISTIC LEARNING AND DEVELOPMENT SOLUTIONS CO. is a private entity duly existing by virtue of Philippine laws with office address at Unit LG 7 & 9 Cityland Pasong Tamo Condo, #6264 Calle Estacion, Brgy. Pio Del Pilar, Makati City herein represented by its Account Manager, **MYRNA B. MAUNDO** and hereinafter 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, 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 the above, the **FIRST PARTY** will conduct an online forum/webinar which aims to equip training champions with skills necessary to cope with the challenges before, during, and after an online training program including the development of modules, monitoring, data analytics, and report preparation;

WHEREAS, the **FIRST PARTY** is in need of an online training provider to handle the training requirements for the *Conduct of Monitoring, Evaluation, and Data Analytics Online Training for DOT Training Champions* (the "**Project**") on 21-23 June and 21-23 September 2021;

WHEREAS, the **SECOND PARTY** is 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 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 Bids and Awards Committee (BAC) of the **FIRST PARTY**, through **BAC Resolution No. 2021-056**, has declared the **SECOND PARTY** to be the bidder with the *Lowest Calculated and*

Responsive Bid (LCRB) as its quotation is 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:

- A. Prepare two (2) types of trainings with two (2) batches each of online forum/webinar production with the topics (1) Monitoring and Evaluation, and (2) Analytics;
- B. Engage with industry experts as resource speakers;
- C. Platform set-up;
- D. Provide host and moderator and training/session materials during the webinar;
- E. Provision of training/ session materials;
- F. Provide documentation and post-activity report.

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.

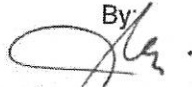
- 2. **EFFECTIVITY AND TERM.** This Agreement shall be effective from the date of execution of contract until December 31, 2021.
- 3. **COMPENSATION.** By way of compensation for its services, the **FIRST PARTY** shall pay the **SECOND PARTY** the total amount indicated in the Statement of Account, which shall be based on actual expenses incurred, but not to exceed **FOUR HUNDRED EIGHTY-ONE THOUSAND SIX HUNDRED PESOS ONLY (PhP481,600.00)**, 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 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, judgements, 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*

**HOLISTIC LEARNING AND DEVELOPMENT
SOLUTIONS CO.**

By:



MYRNA B. MAUNDO

Account Manager

Signed in the presence of:

RYAN N. SEBASTIAN

Chief, Manpower Training Division

GERONIMO B. SANTOS

Finance Officer

FUNDS AVAILABLE:



Mr. ROMAN G. BERSAMIRA

*Chief Accountant, Accounting Division,
DOT*

21-00123

ACKNOWLEDGEMENT

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

On this 28th day of July, 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
Maria Rica C. Bueno	<u>PH# 50008928 A</u>		
Myrna B. Maundo	SSS <u>33-9971097-8</u>	2002	Muntinlupa City

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. 390
 Page No. 76
 Book No. II
 Series of 2021

NOTARY PUBLIC

ATTY: AUDELLE RIZAMORA

NOTARY PUBLIC

UNTL DECEMBER 2021

PENTHOUSE, LEGAL AFFAIRS SERVICE, DOT BLDG

PTR NO. 8144602 - 1/15/20 - MAKATI CITY

IBP LIFETIME MEMBER 04646 / MAKATI CITY

ROLL NO. 44115 MCLE VI-0024349

Myrna B. Maundo



BAC Resolution Declaring Lowest Calculated and Responsive Bid (LCRB) and Recommending Award for the Procurement of Services of an Online Training Provider for the Conduct of Monitoring, Evaluation, and Data Analytics Online Training for DOT Training Champions (RFQ No. 2021 - 05 - 0038)

Resolution No. 2021 - 056

WHEREAS, the Department of Tourism (DOT), through the Procurement Management Division (PMD), posted the Request for Quotation (RFQ) for the Procurement of Services of an Online Training Provider for the Conduct of Monitoring, Evaluation, and Data Analytics Online Training for DOT Training Champions to be held on 21 - 23 June 2021 and 21 - 23 September 2021, in the PhilGEPS website and DOT website continuously for at least four (4) calendar days, starting on 16 May 2021, and the deadline for the submission of quotations was set on 19 May 2021. The Approved Budget for the Contract (ABC) is Seven Hundred Nine Thousand Six Hundred Philippine Pesos (PhP709, 600.00). 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, four (4) prospective bidders submitted their quotations within the set deadline for the submission of quotations on 19 May 2021;

WHEREAS, upon evaluation, below are the findings;

Name of Bidder	Bid Amount (As Read)	Findings
Holistic Learning and Development Solutions Co.	PhP481, 600.00	Eligible
COMPETAD Training and Professional Development Services	PhP600, 000.00	Eligible
PREP-KSS Events and Promotions	PhP638, 640.00	Eligible
TRUST Management Centre	PhP650, 000.00	Eligible

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

Name of Bidder	Bid Amount (As Calculated)	Ranking
Holistic Learning and Development Solutions Co.	PhP481, 600.00	Lowest Calculated Bid (LCB)
COMPETAD Training and Professional Development Services	PhP600, 000.00	2 nd LCB
PREP-KSS Events and Promotions	PhP638, 639.68	3 rd LCB
TRUST Management Centre	PhP650, 000.00	4 th LCB

certified true

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

WHEREAS, upon due evaluation and careful examination of the quotation submitted by **HOLISTIC LEARNING AND DEVELOPMENT SOLUTIONS CO.**, being the bidder with the *Lowest Calculated Bid (LCB)*, 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;

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

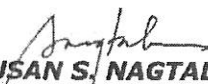
- a) To adopt Negotiated Procurement – Small Value Procurement under Section 53.9 of the revised Implementing Rules and Regulations (IRR) of the Republic Act No. 9184 for the Procurement of Services of an Online Training Provider for the Conduct of Monitoring, Evaluation, and Data Analytics Online Training for DOT Training Champions to be held on 21 – 23 June 2021 and 21 – 23 September 2021; and
- b) To declare **HOLISTIC LEARNING AND DEVELOPMENT SOLUTIONS CO.** as the **Lowest Calculated and Responsive Bid (LCRB)** and to award the contract for the Procurement of Services of an Online Training Provider for the Conduct of Monitoring, Evaluation, and Data Analytics Online Training for DOT Training Champions to be held on 21 – 23 June 2021 and 21 – 23 September 2021, in the total amount of **FOUR HUNDRED EIGHTY-ONE THOUSAND SIX HUNDRED PHILIPPINE PESOS (Php481, 600.00)**, inclusive of all applicable taxes;
- c) To recommend for approval by the Secretary of Tourism the foregoing findings. Resolved this 19th day of May 2021.

Recommending Approval:


USEC. ROBERTO P. ALABADO III
BAC Chairperson


MR. MILAGROS Y. SAY
BAC Vice Chairperson



MR. RAYMUND GLEN A. AGUSTIN
Member


MS. SUSAN S. NAGTALON
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