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Award Notice Abstract (Ref No.: 3488125)

Status: Updated

<p>Reference Number: 7805465</p> <p>Control Number: 2021 - 06 - 0066</p> <p>Bid Notice Title: Subscription to Conference/Webinar-based Solutions for the Conduct of DOT-OIMD Online Learning Courses</p> <p>Approved Budget: Php78,500.00</p> <p>Procurement Mode: Negotiated Procurement - Small Value Procurement (Sec. 53.9)</p> <p>Classification: Goods</p> <p>Category: 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: 1 Year/s</p> <p>Contact Person: John Paulo Francisco</p> <p>Created By: John Paulo Francisco</p>	<p align="center">DEPARTMENT OF TOURISM</p> <p align="center">351 Sen. Gil Puyat Avenue Makati City Metro Manila, NCR, Philippines</p> <p>Awardee : ESCO PTE. LTD.</p> <p>Address : 119 Genting Lane # 05-02 Singapore 349570 Singapore</p> <p>Service Provider</p> <p>Contact Person : Mhar Ben Rivas Aranda</p> <p>Designation : Project Sales Account Manager</p> <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 align="center">1</td><td>Service Provider, Subscription to Conference/Webinar-based Solutions for the Conduct of DOT-OIMD Online Learning Courses, 80141607, 1, Lot</td><td align="right">Php78,500.00</td></tr> </tbody> </table> <p>Reason for Award : Single Calculated and Responsive Bid</p>	Line Item			#	Product/Service/Project Name	Budget	1	Service Provider, Subscription to Conference/Webinar-based Solutions for the Conduct of DOT-OIMD Online Learning Courses, 80141607, 1, Lot	Php78,500.00	<p>Award Type: Award Notice</p> <p>Contract Amount: Php77,939.92</p> <p>Award Date: 07-Jul-2021</p> <p>Publish Date: 16-Feb-2022</p> <p>Date Last Updated: 16-Feb-2022</p> <p>Contract Number: 21-00130</p> <p>Proceed Date: 07-Jul-2021</p> <p>Contract Effectivity Date: 08-Jul-2021</p> <p>Contract End Date: 07-Jul-2022</p> <p>Created By: John Paulo Samonte Francisco</p> <p>Date Created: 16-Feb-2022</p> <p>Approver:</p> <p>View Documents: 4</p>
Line Item											
#	Product/Service/Project Name	Budget									
1	Service Provider, Subscription to Conference/Webinar-based Solutions for the Conduct of DOT-OIMD Online Learning Courses, 80141607, 1, Lot	Php78,500.00									

SERVICE CONTRACT

Subscription to Software-Based Conference/Meeting Services

KNOW ALL MEN BY THESE PRESENTS:

That this Agreement, made and entered into this JUL 28 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 Development and Industry Development Programs, **MS. MARIA RICA C. BUENO**, of legal age, Filipino and hereinafter referred to as the **FIRST PARTY**;

and

ESCO PTE. LTD. is a private corporation existing and duly registered under the laws of the Philippines, with office address at Unit 2601 26F, Antel Corporate Centre, Valero St., Salcedo Village, Brgy. Bel-Air, Makati City, represented by its Solution Specialist, **JEROME S. DAYRIT** 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, in view of the extended community quarantine brought about by the COVID-19 pandemic, the OIMD has pivoted to the conduct of Online Learning Courses as an alternative to the regular training programs (face to face trainings) being offered by the DOT;

WHEREAS, the **FIRST PARTY** needs to acquire subscription to a software-based conference/meeting solution for the conduct of their online learning courses;

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. 2021-087** 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);

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

1. **SERVICES.** The **SECOND PARTY** hereby agrees to provide one (1) year subscription to a software-based conference/meeting solution:
 - A. Five (5) Licensed User Account with One (1) Host each for Small Conference Meeting Room with a maximum of 100 pax capacity for DOT-OIMD Initiated Clusteral Trainings
 - B. One (1) Add-on Plan for Large Conference Meeting Room with a maximum of 500 pax capacity for DOT OIMD National Online Learning CoursesDetails 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 for one (1) year from execution date of contract.
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 **Seventy-Seven Thousand Nine Hundred Thirty-Nine Pesos and 92/100 (PhP77,939.92)** 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 stated below:

TRANCHE	PERCENTAGE OF PAYMENT	MILESTONE/DELIVERABLE
1 st Tranche	50%	Upon subscription to conference/webinar-based solution
2 nd Tranche	50%	Upon completion of six (6) months subscription to conference/webinar-based solution

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

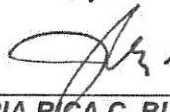
of this Agreement, or any of its stipulation and warranties by the **SECOND PARTY** and/or any of its employees, agents, representatives, or sub-contractors.

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

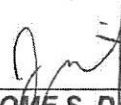
By:



MARIA RICA C. BUENO
Assistant Secretary
TRCRG

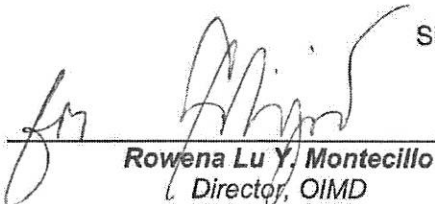
ESCO PTE. LTD.

By:

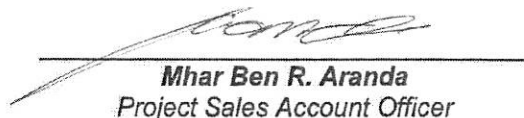


JEROME S. DAYRIT
Solution Specialist

Signed in the Presence of



Rowena Lu Y. Montecillo
Director, OIMD



Mhar Ben R. Aranda
Project Sales Account Officer

FUNDS AVAILABLE:



Roman G. Bersamira
Chief, Accounting Division

ACKNOWLEDGEMENT

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

On this 6th day of AUGUST, 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
Jerome S. Dayrit	Passport No. P4474934A.	September 23, 2017	San Fernando, Pampanga

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. 1
Series of 2021

NOTARY PUBLIC

ATTY: AUDELLE H. LAMORA

NOTARY PUBLIC

UNTL DECEMBER 31, 2021

PENTHOUSE, LEGAL SERVICE, DOT BLDG

PTR NO. 8144670 - 1/15/20 - MAKATI CITY

IBP LIFETIME NUMBER 04646 / MAKATI CITY

ROLL NO. 44115 MCLE VI-0024349



**BAC Resolution Declaring Single Calculated and Responsive Bid (SCRB)
and Recommending Award for Procurement of Service Provider to
Provide Subscription to Conference/Webinar – Based Solutions for the
Conduct of DOT – OIMD Online Learning Courses
(RFQ No. 2021 – 06 – 0066)**

Resolution No. 2021 - 087

WHEREAS, the Department of Tourism (DOT), through the Procurement Management Division (PMD), posted the Request for Quotation (RFQ) for the Procurement of Service Provider to Provide Subscription to Conference/Webinar-Based Solutions for the Conduct of DOT-OIMD Online Learning Courses, in the PhilGEPS website and DOT website continuously for at least four (4) calendar days, starting on 25 June 2021, and the deadline for the submission of quotations was set on 28 June 2021. The Approved Budget for the Contract (ABC) is Seventy-Eight Thousand Five Hundred Pesos (Php78, 500.00). A copy of the PhilGEPS posting is hereto attached, marked as **Annex "A"**, and made an integral part hereof;

WHEREAS, three (3) known service provider 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, no prospective bidders submitted their quotations within the set deadline for the submission of quotations on 28 June 2021. A Bid Bulletin has been issued to extend the deadline of submission of quotations on 01 July 2021. A copy of Bid Bulletin first (1st) extension is hereto attached, marked as **Annex "B"**, and made an integral part hereof;

WHEREAS, on 28 June 2021, the end user requested thru viber to cancel the posting and the extension due to some error in the Terms of Reference and they will provide the revised one;

WHEREAS, on 29 June 2021, the end user submitted a revised Terms of Reference for the Procurement of Service Provider to Provide Subscription to Conference/Webinar-Based Solutions for the Conduct of DOT-OIMD Online Learning Courses;

WHEREAS, after the first (1st) posting on 24 June 2021 which has been cancelled, the Department of Tourism (DOT), through the Procurement Management Division (PMD), reposted the Request for Quotation (RFQ) for the Procurement of Service Provider to Provide Subscription to Conference/Webinar-Based Solutions for the Conduct of DOT-OIMD Online Learning Courses, in the PhilGEPS website and DOT website continuously for at least six (6) calendar days, starting on 30 June 2021, and the deadline for the submission of quotations was set on 05 July 2021. The Approved Budget for the Contract (ABC) is Seventy Eight Thousand Five Hundred Pesos (Php78, 500.00). A copy of the PhilGEPS second (2nd) posting is hereto attached, marked as **Annex "C"**, and made an integral part hereof;

WHEREAS, eight (8) 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) prospective bidder submitted their quotation within the set deadline for the submission of quotations on 05 July 2021;

CERTIFIED TRUE COPY
Procurement Mgt. Div.

Maria Alma O. Almazan

WHEREAS, upon evaluation, below are the findings;

Name of Bidder	Bid Amount (As Read)	Findings
ESCO PTE. LTD.	PhP77, 939.92	Eligible

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

Name of Bidder	Bid Amount (As Calculated)	Ranking
ESCO PTE. LTD.	PhP77, 939.92	Single Calculated Bid (SCB)

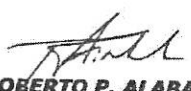
WHEREAS, upon due evaluation and careful examination of the quotation submitted by **ESCO PTE. LTD.**, being the bidder with the *Single Calculated Bid (SCB)*, its quotation has been found to be complying and responsive to the technical specifications as stated in the Terms of Reference (TOR). A copy of the Abstract of Quotations and the submitted quotations are hereto attached, marked as Annexes "D" and "E", 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**:

- 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 Service Provider to Provide Subscription to Conference/Webinar-Based Solutions for the Conduct of DOT-OIMD Online Learning Courses; and
- To declare **ESCO PTE. LTD.** as the **Single Calculated and Responsive Bid (SCRB)** and to award the contract for the Procurement of Service Provider to Provide Subscription to Conference/Webinar-Based Solutions for the Conduct of DOT-OIMD Online Learning Courses, in the total amount of **SEVENTY SEVEN THOUSAND NINE HUNDRED THIRTY NINE PESOS AND NINETY TWO CENTAVOS (PhP77, 939.92)**, inclusive of all applicable taxes;
- To recommend for approval by the Secretary of Tourism the foregoing findings.

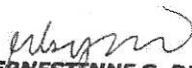
Resolved this 07th day of July 2021.

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. DEMACLD
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