



# PhilGEPS

Philippine Government Electronic Procurement System

Central Portal for  
Philippine Government  
Procurement Opportunities

Award Notice Abstract (Ref No.: 3560449)

Status: Updated

<b>Control Number:</b> RFQ LOV No. 2022 - 001  <b>Approved Budget:</b> Php200,000.00  <b>Procurement Mode:</b> Negotiated Procurement - Lease of Real Property (Sec. 53.10)  <b>Classification:</b> Goods  <b>Category:</b> Lease and Rental of Property or Building  <b>Applicable</b>  <b>Procurement Rules:</b> Implementing Rules and Regulations  <b>Funding Source:</b> Government of the Philippines (GOP)  <b>Funding Instrument:</b> General Appropriations Act  <b>Delivery Period:</b> 1Day/s  <b>Contact Person:</b> John Paulo Francisco  <b>Created By:</b> John Paulo Francisco	<div> <div> <b>DEPARTMENT OF TOURISM</b>            351 Sen. Gil Puyat Avenue Makati City Metro Manila, NCR, Philippines  <b>Speaker's Synergy and Appreciation 2021</b> </div> <div> <b>Awardee :</b>            SMPI MAKATI FLAGSHIP REALTY            CORP DOING BUSINESS UNDER THE            NAME AND STYLE OF MAKATI            DIAMOND RESIDENCES  <b>Address :</b>            Legazpi St., Legazpi Village, Makati            City         </div> <div> <b>Contact Person :</b>            Lili-An Sayson-Popa   <b>Designation :</b>            Director of Sales and Marketing         </div> </div> <table border="1" data-bbox="400 658 1238 763"> <thead> <tr> <th data-bbox="400 680 432 703">#</th><th data-bbox="432 680 1034 703">Product/Service/Project Name</th><th data-bbox="1034 680 1238 703">Budget</th></tr> </thead> <tbody> <tr> <td data-bbox="400 725 432 748">1</td><td data-bbox="432 725 1034 748">Venue, Speaker's Synergy and Appreciation 2021, 80131500, 1, Lot</td><td data-bbox="1034 725 1238 748">Php200,000.00</td></tr> </tbody> </table> <div> <b>Reason for Award :</b>            Single Calculated and Responsive Bid         </div>	#	Product/Service/Project Name	Budget	1	Venue, Speaker's Synergy and Appreciation 2021, 80131500, 1, Lot	Php200,000.00	<b>Award Type:</b> Award Notice  <b>Contract Amount:</b> Php200,000.00  <b>Award Date:</b> 27-Jan-2022  <b>Publish Date:</b> 29-Mar-2022  <b>Date Last Updated:</b> 29-Mar-2022  <b>Contract Number:</b> 22-00041  <b>Proceed Date:</b> 10-Feb-2022  <b>Contract Effectivity</b>  <b>Date:</b> 10-Feb-2022  <b>Contract End Date:</b> 10-Feb-2022  <b>Created By:</b> John Paulo Samonte Francisco  <b>Date Created:</b> 29-Mar-2022  <b>Approver:</b> John Paulo Samonte Francisco  <b>View Documents:</b> 3
#	Product/Service/Project Name	Budget						
1	Venue, Speaker's Synergy and Appreciation 2021, 80131500, 1, Lot	Php200,000.00						



**BAC Resolution Recommending the Use of Negotiated Procurement - Lease of Venue as an Alternative Method of Procurement, Declaring the Single Calculated and Responsive Bid (SCRB) and Recommending Award for the "Conduct of Speaker's Synergy and Appreciation 2021" (RFQ LOV No. 2022 - 001)**

**Resolution No. 2022 - 008**

**WHEREAS**, the Department of Tourism (DOT), thru Office of Industry Manpower Development (OIMD), will conduct **"Speakers' Synergy and Appreciation 2021"** on 10 February 2022 and is in need of a DOT - accredited hotel to provide meeting. The Approved Budget for the Contract (ABC) is Two Hundred Thousand Pesos (PhP200, 000.00);

**WHEREAS**, Section 53.10 of the Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (R.A. 9184), allows the Procuring Entity to resort to Negotiated Procurement - Lease of Real Property or Venue for Official Use;

**WHEREAS**, pursuant to Clause 9 of Annex H of Republic Act No. 9184 and its revised Implementing Rules and Regulations, the Bids and Awards Committee (BAC) shall send the Request for Quotation (RFQ) to at least three (3) hotels within the vicinity of the selected location and receipt of at least one (1) quotation is sufficient to proceed with the evaluation thereof;

**WHEREAS**, the Request for Quotation (RFQ) was sent via email to the following hotels located within Makati City, the selected location, and to submit their quotations on or before 24 January 2022, to wit:

- 1.) Makati Diamond Residences
- 2.) The Peninsula Manila
- 3.) Grand Hyatt Manila

**WHEREAS**, in response to the said invitation, only one (1) invited hotel submitted its quotation within the deadline set on 24 January 2022, to wit:

<b>Name of Bidder</b>	<b>Bid Price (As Read)</b>	<b>Findings</b>
Makati Diamond Residences	PhP200, 000.00	Eligible

**WHEREAS**, upon evaluation of the quotations, the following result was gathered:

<b>Name of Bidder</b>	<b>Bid Amount (As Evaluated)</b>	<b>Rank</b>
Makati Diamond Residences	PhP200, 000.00	Single Calculated Bid (SCB)

A copy of Request for Quotation (RFQ), Abstract of Quotations and Quotations submitted by the bidders are hereto attached, marked as **Annexes "A", "B" and "C"**, and made an integral part hereof;

**WHEREAS**, the quotation submitted by **SMPI MAKATI FLAGSHIP REALTY CORP.**, (doing business under the name and style of **MAKATI DIAMOND RESIDENCES**), being the **Single Calculated Bid (SCB)**, was rated by the end user in accordance with the technical specifications prepared pursuant to Appendix B with the Guidelines for Lease of Private Owned Real Property and Venue (Table of Rating Factors for Lease of Venue). A copy of Rating is hereto attached, marked as **Annex "D"**, and made an integral part hereof;

**WHEREAS**, the quotation of **SMPI MAKATI FLAGSHIP REALTY CORP.**, (doing business under the name and style of **MAKATI DIAMOND RESIDENCES**) was found complying with technical specifications and gathered a rating score of 96.15% (with 80% as the passing score), thus found responsive and advantageous to the government. A copy of the Rating Score is hereto attached, marked as **Annex "E"**, and made an integral part 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 – Lease of Venue under Section 53.10 of the revised Implementing Rules and Regulations (IRR) of the Republic Act No. 9184 (R.A 9184) for the Procurement of Services of a DOT-accredited hotel to provide meeting package including meals and accommodation for the conduct of **"Speakers' Synergy and Appreciation 2021"** on 10 February 2022, and
- b) To declare **SMPI MAKATI FLAGSHIP REALTY CORP.,** (doing business under the name and style of **MAKATI DIAMOND RESIDENCES**) as the **Single Calculated and Responsive Bid (SCRB)** and to award the contract for the procurement of services of a DOT - accredited hotel to provide meeting package for the conduct of **"Speakers' Synergy and Appreciation 2021"** on 10 February 2022, in the total amount of **TWO HUNDRED THOUSAND PESOS (Php200, 000.00)**, inclusive of all applicable taxes, and
- c) Approval of the Secretary of Tourism to the foregoing finding.

Resolved at the City of Makati this 27<sup>th</sup> day of January 2022.

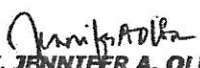
**Recommending Approval:**

  
**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. DEMACLIID**  
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

**SERVICE CONTRACT***Lease of Venue***KNOW ALL MEN BY THESE PRESENTS:**

That this Agreement, made and entered into this 18 February 2022 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 Assistant Secretary for Human Capital and Industry Development Programs, **MS. MARIA RICA C. BUENO**, of legal age, Filipino, hereinafter referred to as the "**FIRST PARTY**";

and

**MAKATI DIAMOND RESIDENCES** is a private entity existing and duly registered under the laws of the Philippines, with office address at Legazpi Street, Legazpi Village, Makati City 1229 and represented by its Director of Sales and Marketing, **MS. LILI-AN SAYSON-POPA** 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 Manpower Development (OIMD), is mandated to conduct regular trainings, continuing education programs and capacity building for the tourism industry workforce and in order to implement these programs OIMD is tasked to engage industry practitioners and experts as resource speakers.

**WHEREAS**, pursuant to the above mandates, the **FIRST PARTY** will conduct the Speakers' Synergy and Appreciation 2021 Forum (the "**Forum**") to give recognition to OIMD Pool of Resource Speakers and training partners, to create further awareness among the resource speakers on the PTHCD Plan's 2021-2025 vision and Strategic Actions, and to give an opportunity to share feedback on training activities and discuss policy directions and activities for 2022;

**WHEREAS**, the **FIRST PARTY** is in need of a DOT-Accredited establishment to provide the venue and meals requirement for the conduct of the Forum initially scheduled on 10 February 2022 but re-scheduled to 24 February 2022 due to the ineligibility of all bidders for the production of the OIMD-AVP which is an integral part of the event program;

**WHEREAS**, in the absence of suitable government-owned venue in the location and in compliance with the Government Procurement Reform Act (R.A. 9184) and its Implementing Rules and Regulations (IRR), the procurement of the conference venue was processed pursuant to the provisions on **Negotiated Procurement-Lease of Real Property and Venue for Official Use** (Section 53.10 of the IRR);

**WHEREAS**, the **SECOND PARTY**, is a duly registered member of the Philippine Government Electronic Procurement System (PhilGEPS) that possesses the necessary equipment, personnel, and expertise in providing the required services, has offered to undertake the project;

**WHEREAS**, the quotation of the **SECOND PARTY** was rated in accordance with the Rating Factors prepared based on the guidelines for Lease of Privately Owned Real Property and Venue (Table Rating Factors for Lease of Venue) and was found responsive to the Technical Specifications;

**WHEREAS**, the Bids and Awards Committee (BAC) of the DOT, through **BAC Resolution No. 2022-008** has declared the **SECOND PARTY** as 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:

A. Venue (Function room)

- Can accommodate 60 seated guests with round table set-up and 30 technical and production crew
- Stage set-up
- Basic sound system with microphones

B. Meals for 60 pax

- Buffet Lunch and Cocktails
- with free flowing coffee, tea and drinking water for the duration of the event

Details of the of the above, including the other responsibilities of **SECOND PARTY** are indicated in the attached Terms of Reference, which forms are integral part of this contract.

2. **EFFECTIVITY AND TERM.** This Agreement shall be effective from the date of execution up to 24 February 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 **Two Hundred Thousand Pesos (Php200,000.00)** 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 case the total sum of liquidated damages reaches 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 amicably 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:



**MS. MARIA RICA C. BUENO**  
Assistant Secretary

*Human Capital and Industry Development  
Programs*

**MAKATI DIAMOND RESIDENCES**

By:



**MS. LILI-AN SAYSON-POPA**  
Director of Sales and Marketing

Signed in the Presence of




**ROWENA LU Y. MONTECILLO**



**LUCKEE RAMONES**

**FUNDS AVAILABLE:**



**MR. ROMAN G. BERSAMIRA**  
Chief Accountant, DOT



22-00041

## ACKNOWLEDGEMENT

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

On this 21 day of FEBRUARY 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	PPT # 50008928A		
Lili-An Sayson-Popa	Passport T8180240B	Nov. 14, 2021	Manila

all known to me to be the same persons 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. 279  
Page No. 56  
Book No. 1  
Series of 2022.

## NOTARY PUBLIC

ATTY. AUDELLE R. MORALES  
Notary Public  
Until December 31, 2021  
Penthouse, Legal Affairs Service, DOT Bldg.  
PTR No. 8862995 - 01/20/2022 - Makati City  
IBP Lifetime Member 04646 / Makati City  
Roll No. 44115 / MCLE VI-0024349  
Extended Until June 30, 2022 Per BM No. 3795