



# PhilGEPS

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Award Notice Abstract (Ref No.: 3273917)

Status: Updated

<b>Reference Number:</b> 8039784  <b>Control Number:</b> RFQ No. 2021 - 09 - 0117  <b>Bid Notice Title:</b> Procurement of Services of an Online Events Management Company for the Conduct of Research Dissemination Forum for the Health and Wellness Tourism Industry Stakeholder (3rd posting)  <b>Approved Budget:</b> Php350,000.00  <b>Procurement Mode:</b> Negotiated Procurement - Small Value Procurement (Sec. 53.9)  <b>Classification:</b> Goods  <b>Category:</b> Events Management  <b>Applicable Procurement Rules:</b> Implementing Rules and Regulations  <b>Funding Source:</b> Government of the Philippines (GOP)  <b>Funding Instrument:</b> General Appropriations Act  <b>Area of Delivery:</b>   <b>Delivery Period:</b> 2 Day/s  <b>Contact Person:</b> John Paulo Francisco	<b>DEPARTMENT OF TOURISM</b> 351 Sen. Gil Puyat Avenue Makati City Metro Manila, NCR, Philippines  <b>Awardee :</b> MASAYA STUDIO, INC  <b>Address :</b> 3rd Floor RPB Building 8192 Dr. A. Santos Avenue, San Dionisio Paranaque City Parañaque City Metro Manila, NCR, Philippines  <b>Contact Person :</b> Erickson Ale Baligat  <b>Designation :</b> Business Development Manager  <table border="1"> <thead> <tr> <th>Line Item</th> <th>#</th> <th>Product/Service/Project Name</th> <th>Budget</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td>Events Management, Procurement of Services of an Online Events Management Company for the Conduct of Research Dissemination Forum for the Health and Wellness Tourism Industry Stakeholder, 80141607, 1, Lot</td> <td>Php350,000.00</td> </tr> </tbody> </table> <b>Reason for Award :</b> Single Calculated and Responsive Bid (SCRB)	Line Item	#	Product/Service/Project Name	Budget	1		Events Management, Procurement of Services of an Online Events Management Company for the Conduct of Research Dissemination Forum for the Health and Wellness Tourism Industry Stakeholder, 80141607, 1, Lot	Php350,000.00	<b>Award Type:</b> Award Notice  <b>Contract Amount:</b> Php334,500.00  <b>Award Date:</b> 05-Oct-2021  <b>Publish Date:</b> 09-Oct-2021  <b>Date Last Updated:</b> 17-Feb-2022  <b>Contract Number:</b> 21-00160  <b>Proceed Date:</b> 13-Oct-2021  <b>Contract Effectivity Date:</b> 14-Oct-2021  <b>Contract End Date:</b> 15-Oct-2021  <b>Created By:</b> John Paulo Samonte Francisco  <b>Date Created:</b> 09-Oct-2021  <b>Approver:</b>   <b>View Documents:</b> 4
Line Item	#	Product/Service/Project Name	Budget							
1		Events Management, Procurement of Services of an Online Events Management Company for the Conduct of Research Dissemination Forum for the Health and Wellness Tourism Industry Stakeholder, 80141607, 1, Lot	Php350,000.00							

<b>Created By:</b>		
John Paulo Francisco		



**BAC Resolution Declaring Single Calculated and Responsive Bid (SCRB)  
and Recommending Award for the Procurement of Services of Events  
Management Company for the Conduct of Research Dissemination  
Forum for the Health and Wellness Tourism Industry Stakeholders to be  
held on 14 – 15 October 2021 (3<sup>rd</sup> posting)  
(RFQ No. 2021 – 09 – 0117)**

**Resolution No. 2021 - 157**

**WHEREAS**, the Department of Tourism (DOT), through the Procurement Management Division (PMD), posted the Request for Quotation (RFQ) for the Procurement of Services of Events Management Company for the Conduct of Research Dissemination Forum for the Health and Wellness Tourism Industry Stakeholders to be held on 14 – 15 October 2021, in the PhilGEPS website and DOT website continuously for at least five (5) calendar days, starting on 30 September 2021, and the deadline for the submission of quotations was set on 04 October 2021. The Approved Budget for the Contract (ABC) is Three Hundred Fifty Thousand Pesos (PhP350, 000.00). A copy of the PhilGEPS posting is hereto attached, marked as **Annex "A"**, and made an integral part hereof;

**WHEREAS**, four (4) 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) bidder submitted its quotation within the set deadline for the submission of quotations on 04 October 2021;

**WHEREAS**, upon evaluation, below is the findings;

<b>Name of Bidder</b>	<b>Bid Amount (As Read)</b>	<b>Findings</b>
Masaya Studio, Inc.	PhP334, 500.00	Eligible

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

<b>Name of Bidder</b>	<b>Bid Amount (As Calculated)</b>	<b>Ranking</b>
Masaya Studio, Inc.	PhP334, 500.00	Single Calculated Bid (SCB)

**WHEREAS**, upon due evaluation and careful examination of the quotation submitted by **MASAYA STUDIO, INC.**, 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 "B" and "C"**, respectively, and are made integral parts hereof;

CERTIFIED TRUE COPY  
Procurement Mgt. Div.

Maria Alma O. Almazan

**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 Events Management Company for the Conduct of Research Dissemination Forum for the Health and Wellness Tourism Industry Stakeholders to be held on 14 - 15 October 2021; and
- b) To declare **MASAYA STUDIO, INC.** as the **Single Calculated and Responsive Bid (SCRB)** and to award the contract for the Procurement of Services of Events Management Company for the Conduct of Research Dissemination Forum for the Health and Wellness Tourism Industry Stakeholders to be held on 14 - 15 October 2021, in the total amount **THREE HUNDRED THIRTY-FOUR THOUSAND FIVE HUNDRED PESOS (Php334 ,500.00)**, inclusive of all applicable taxes;
- c) To recommend for approval by the Secretary of Tourism the foregoing findings.

Resolved this 04<sup>th</sup> day of October 2021.

**Recommending Approval:**



**OIC - USEC. REYNALDO L. CHING**  
BAC Chairperson



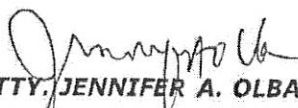
**OIC - ASEC. MILAGROS Y. SAY**  
BAC Vice Chairperson



**MR. RAYMUND GLEN A. AGUSTIN**  
Member



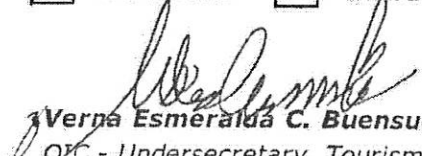
**MS. ERNESTINNE S. DEMACLIID**  
BAC Member



**ATTY. JENNIFER A. OLBA**  
BAC Member

**By Authority of the Secretary**  
**(Department Order No. 2021-077)**

☒ **APPROVED** ☐ **DISAPPROVED:**



**Verna Esmeralda C. Buensuceso**  
OIC - Undersecretary, Tourism Development

## SERVICE CONTRACT

*Online Events Management*

## KNOW ALL MEN BY THESE PRESENTS:

That this Agreement, made and entered into this OCT 13 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. VERA ESMERALDA C. BUENSUCESO**, of legal age, Filipino and hereinafter referred to as the "**FIRST PARTY**";

and

**MASAYA STUDIO, INC.** a private corporation existing and duly registered under the laws of the Philippines, with office address at 3<sup>rd</sup> Floor, RPB Bldg. 8192, Dr. A. Santos Ave., San Dionisio 1700, City of Parañaque and represented by its Business Development Manager, **MR. ERICKSON A. BALIGAT** 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) identified Medical Travel and Wellness Tourism as one of its ten (10) product portfolios that can bring economic benefits and inclusive growth to the country;

**WHEREAS**, to carry out the development and promotion of Medical Travel and Wellness Tourism, the **FIRST PARTY** will conduct a Research Dissemination Forum for the Health and Wellness Tourism Industry Stakeholders (the "Forum") which aims to deepen the understanding of the different research method/ strategies as well as to foster linkages between the researched and the tourism stakeholders;

**WHEREAS**, the **FIRST PARTY** is in need of an events management company for the conduct of the Forum on *14-15 October 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 **FIRST PARTY**, through **BAC Resolution No. 2021-157** has declared the **SECOND PARTY** to be the bidder with the Single Calculated and Responsive Bid (SCRB) – "Depending on the BAC Resolution" 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 undertake the following:

A. Pre-Event

- Consult and advice DOT and PITAHC on the methodologies, technical specifications and activities to be undertaken

B. Event Deliverables

- Provide a Head and Program Assistant who will serve as point persons
- Facilitate confirmation of Speakers and participants
- Provide the conceptualization, planning and management of the activity
- Provide the online platform for the 2-day session
- Design and provide the E-certificates
- Provide meals (including delivery) for 35 pax for the 2-day event
- Provide prizes for the Digital Art and Video contest

C. Post-Event

- Documentation Report
- After-event Video
- Database of speakers, panelists and audience including their profile
- Audience and Viewers' evaluation of the panel discussion
- Results of the poll questions

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 October 14-15, 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 **Three Hundred Thirty-Four Thousand Five Hundred Pesos (Php334,500.00)** 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

Erickson A. Baligat



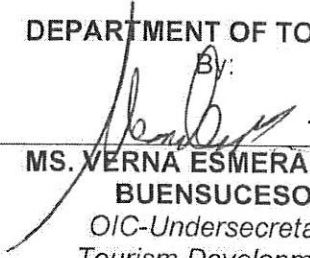
nature arising from and by reason of this Agreement, due to the fault, negligence, act, act omission, delays, conduct, breach of trust, or non-observance or violation of this Agreement, or any of its stipulation and warranties by the **SECOND PARTY** and/or any of its employees, agents, representatives, 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.

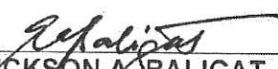
**DEPARTMENT OF TOURISM**

By:

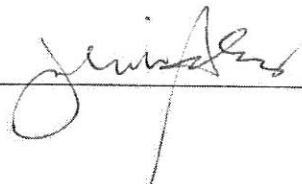
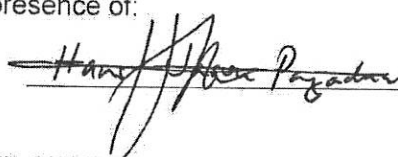
  
**MS. VERNA ESMERALDA C. BUENSUCESO**  
 OIC-Undersecretary  
 Tourism Development

**MASAYA STUDIO, INC.**

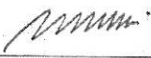
By:

  
**MR. ERICKSON A. BALIGAT**  
 Business Development Manager

Signed in the presence of:

**FUNDS AVAILABLE:**

  
**MR. ROMAN G. BERSAMIRA**  
 Chief, Accounting Division, DOT

## ACKNOWLEDGEMENT

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

On this 20th day of OCTOBER, 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
OIC-Usec. Verna Esmeralda C. Buensuceso	<i>Passport No.</i> 80015381A	<i>22 May 2019</i>	<i>DFA Manila</i>
Erickson A. Baligat	SSS 33-5325432-2	2000	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. III  
Series of 2021

NOTARY PUBLIC

ATTY. AUDELLE M. ZAMORA  
NOTARY PUBLIC

UNTIL DECEMBER 2021

PENTHOUSE, LEGAL AFFAIRS SERVICE, 1501 BLOC  
P.O. BOX 61446 - 11011 CITY  
LIFE-LIFETIME NUMBER 0001- MAKATI CITY  
ROLL NO. 8-113 MILE 11-0014349

*Erickson A. Baligat*