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Award Notice Abstract (Ref No.: 3216971)

Status: Updated

| Reference Number: 7927374 Control Number: 2021 - 08 - 0084 Bid Notice Title: Procurement of Services of an Events Management Company for the Conduct of Philippine Tourism Forum in Celebration of the 54th Founding Anniversary of ASEAN Approved Budget: Php500,000.00 Procurement Mode: Negotiated Procurement - Small Value Procurement (Sec. 53.9) Classification: Goods Category: Events Management Applicable Procurement Rules: Implementing Rules and Regulations Funding Source: Government of the Philippines (GOP) Funding Instrument: General Appropriations Act Area of Delivery: Delivery Period: 1 Day/s Contact Person: John Paulo Francisco | DEPARTMENT OF TOURISM 351 Sen. Gil Puyat Avenue Makati City Metro Manila, NCR, Philippines Events Management Awardee : TOTAL EXHIBIT AND EXPO SOLUTIONS INC. Address : #7 Sunshine Lane Rodriguez Drive, Brgy. Baesa, Quezon City Metro Manila, NCR, Philippines Contact Person : John Paul Cunanan Alarilla Designation : President <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>Events Management, Procurement of Services of an Events Management Company for the Conduct of Philippine Tourism Forum in Celebration of the 54th Founding Anniversary of ASEAN, 80141607, 1, Lot</td><td>Php500,000.00</td></tr> </tbody> </table> Reason for Award : Lowest Calculated and Responsive Bid (LCRB) | Line Item | | | # | Product/Service/Project Name | Budget | 1 | Events Management, Procurement of Services of an Events Management Company for the Conduct of Philippine Tourism Forum in Celebration of the 54th Founding Anniversary of ASEAN, 80141607, 1, Lot | Php500,000.00 | Award Type: Award Notice Contract Amount: Php347,000.00 Award Date: 21-Aug-2021 Publish Date: 26-Aug-2021 Date Last Updated: 16-Feb-2022 Contract Number: 21 - 00136 Proceed Date: 31-Aug-2021 Contract Effectivity Date: 31-Aug-2021 Contract End Date: 31-Aug-2021 Created By: John Paulo Samonte Francisco Date Created: 26-Aug-2021 Approver: View Documents: 4 |
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| Line Item | | | | | | | | | | | |
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PhilGEPS

Created By:

John Paulo Francisco



MYLENE D. TALAMON
OTEPZIM-PPICD

**BAC Resolution Declaring Lowest Calculated and Responsive Bid (LCRB)
and Recommending Award for the Procurement of Services of an Events
Management Company for the Philippine Tourism Forum in Celebration
of ASEAN 54th Founding Anniversary
(RFQ No. 2021 - 08 - 0084)**

Resolution No. 2021 - 115

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 Events Management Company for the Philippine Tourism Forum in Celebration of ASEAN 54th Founding Anniversary to be held on 31 August 2021, in the PhilGEPS website and DOT website continuously for at least four (4) calendar days, starting on 17 August 2021, and the deadline for the submission of quotations was set on 20 August 2021. The Approved Budget for the Contract (ABC) is Five Hundred Thousand Philippine Pesos (PhP500, 000.00). A copy of the PhilGEPS posting is hereto attached, marked as **Annex "A"**, and made an integral part hereof;

WHEREAS, six (6) 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, two (2) prospective bidders submitted their quotations within the set deadline for the submission of quotations on 20 August 2021;

WHEREAS, upon evaluation, below are the findings;

| Name of Bidder | Bid Amount (As Read) | Findings |
|--|-----------------------------|-----------------|
| Total Exhibit and Expo Solutions, Inc. | PhP347, 000.00 | Eligible |
| Post Ad Ventures Incorporated | PhP495, 488.00 | Eligible |

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

| Name of Bidder | Bid Amount (As Calculated) | Ranking |
|--|-----------------------------------|-----------------------------|
| Total Exhibit and Expo Solutions, Inc. | PhP347, 000.00 | Lowest Calculated Bid (LCB) |
| Post Ad Ventures Incorporated | PhP495, 488.00 | 2 nd LCB |

WHEREAS, upon due evaluation and careful examination of the quotation submitted by **TOTAL EXHIBIT AND EXPO SOLUTIONS, INC.**, 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 Events Management Company for the Philippine Tourism Forum in Celebration of ASEAN 54th Founding Anniversary to be held on 31 August 2021; and
 - b) To declare **TOTAL EXHIBIT AND EXPO SOLUTIONS, INC.** as the **Lowest Calculated and Responsive Bid (LCRB)** and to award the contract for the Procurement of Services of an Events Management Company for the Philippine Tourism Forum in Celebration of ASEAN 54th Founding Anniversary to be held on 31 August 2021, in the total amount **THREE HUNDRED FORTY - SEVEN THOUSAND PESOS (Php347,000.00)**, inclusive of all applicable taxes;
 - c) To recommend for approval by the Secretary of Tourism the foregoing findings.
- Resolved this 20th day of August 2021.

Recommending Approval:


OIC - USEC. REYNALDO L. CHING
BAC Chairperson


OIC - ASEC. MILAGROS Y. SAY
BAC Vice Chairperson

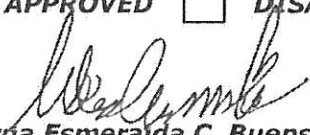

MR. RAYMUND GLEN A. AGUSTIN
Member


MS. ERNESTINNE S. DEMACLID
BAC Member


ATTY. JENNIFER A. OLBA
BAC Member

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

☒ **APPROVED** ☐ **DISAPPROVED:**


Verna Esmeralda C. Buensuceso
OIC - Undersecretary, Tourism Development

Events Management Company

KNOW ALL MEN BY THESE PRESENTS:

That this Agreement, made and entered into this AUG 27 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 OIC-Undersecretary for Tourism Development, **MS. VERNA ESMERALDA C. BUENSUCESO**, of legal age, Filipino and hereinafter referred to as the "FIRST PARTY";

and

The **TOTAL EXHIBIT AND EXPO SOLUTIONS, INC.** is a private entity existing and duly registered under the laws of the Philippines, with office address at #7 Sunshine Lane, Rodriguez Drive, Brgy. Baesa, Quirino Highway, Quezon City and represented by its President, **MR. JOHN PAUL ALARILLA** 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** is also mandated to pursue its interest in multilateral, international and regional tourism cooperation, agreements and treaties;

WHEREAS, on 31 July 2017, Presidential Proclamation 282 declared the month of August of every year as the "Association of Southeast Asian Nations (ASEAN) Month" recognizing the need to further promote and heighten awareness of the importance, value and meaning of ASEAN in achieving regional peace and sustainable development. The said proclamation enjoined National Government Agencies (NGAs) to initiate programs and activities to raise understanding on ASEAN;

WHEREAS, pursuant to the above, the **FIRST PARTY**, through the *Office of Tourism Development Planning, Research and Information Management - Policy Formulation and International Cooperation Division (OTDPRIM-PFICD)*, will organize the *Philippine Tourism Forum in celebration of the 54th Founding Anniversary of ASEAN (the "Forum")* in a virtual format to provide relevant information and update key stakeholders on developments not only in the country but in the international platforms including the ASEAN region most importantly in these extraordinary times;

WHEREAS, the **FIRST PARTY** is in need of the services of an Events Management Company to provide logistics, online platform and other requirements for the Forum on 31 August 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;

21-00136

WHEREAS, the Bids and Awards Committee (BAC) of the DOT, through **BAC Resolution No. 2021-115** has declared the **SECOND PARTY** to be the bidder with the Lowest Calculated and Responsive Bid (LCRB) 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:

- A. Conceptualize, manage and implement the overall program scenario for the forum;
- B. Source and hire a forum emcee, session moderator and Filipino performer (solo or group);
- C. Develop an audio visual presentation (AVP);
- D. Provide tokens for speakers and cover the cost for the shipment of the tokens overseas;
- E. Cover expenses for the RT-PCR Testing of 4 DOT officers and 1 moderator;
- F. Provide and manage an online event/webinar platform that can deliver the requirements of the **FIRST PARTY**;
- G. Record all sessions and upload to a specific online drive including all other creative materials pertaining to the event;
- H. Document in photo and video the forum to include presentations in the sessions and endorse to the DOT in an external hard drive;
- I. Generate and submit an Event Analytics Report of the event.

Details of the above 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 hereof until **31 August 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 Forty-Seven Thousand Pesos (P347,000.00)** 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 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: 

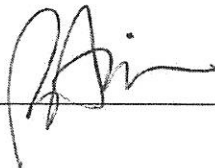
Ms. Verna Esmeralda C. Buensuceso
OIC-Undersecretary
Tourism Development

NAME OF COMPANY

By: 

Mr. John Paul Alarilla
President
Total Exhibit and Expo Solutions, Inc.

Signed in the presence of:




 LIZEL FRANCISCO

FUNDS AVAILABLE:



Mr. ROMAN G. BERSAMIRA
Chief Accountant, DOT Accounting
Division

21-00136

ACKNOWLEDGEMENT

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

On this 2nd 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 |
|-----------------------------------|------------------------|--------------|---------------|
| Ms. Verna Esmeralda C. Buensuceso | Passport No. 56015381A | 22 May 2019 | DFA Manila |
| Mr. John Paul Alarilla | Passport P7967778A | 17 July 2018 | DFA MANILA |

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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Series of 2021

NOTARY PUBLIC

ATTY. AUDELLEA ZAMORA
NOTARY PUBLIC

UNTIL DECEMBER 2021

PENTHOUSE, LEGAL AFFAIRS SERVICE, DOT BLDG

PTR NO. 8144622 - 1/15/20 - MAKATI CITY

IBP LIFETIME MEMBER 04646 / MAKATI CITY

ROLL NO. 44115 MCLE VI 0014349