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Award Notice Abstract (Ref No.: 3268279)

Status: Updated

Reference Number: 7935768 Control Number: 2021 - 08 - 0087 Bid Notice Title: Procurement of Consulting Services to Conduct Regulatory Impact Assessment (RIA) Program: Study on Tourism Competitiveness on Tourism Policies and Regulation Approved Budget: Php495,000.00 Procurement Mode: Negotiated Procurement - Small Value Procurement (Sec. 53.9) Classification: Consulting Services Category: Consulting Services Applicable Procurement Rules: Implementing Rules and Regulations Funding Source: Government of the Philippines (GOP) Funding Instrument: General Appropriations Act Location: Metro Manila Contract Duration: 84 Day/s Contact Person: John Paulo Francisco	DEPARTMENT OF TOURISM 351 Sen. Gil Puyat Avenue Makati City Metro Manila, NCR, Philippines Consulting Services Awardee : MR. BIENVENIDO JR. FALSARIO MANZARES Contact Person : BIENVENIDO JR. FALSARIO MANZARES Address : 108 OSITA SUBD., BLK. 2 ZONE II Koronadal City South Cotabato, Region XII, Philippines Designation : Region Consultant <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>Consulting Services, Procurement of Consulting Services to Conduct Regulatory Impact Assessment (RIA) Program: Study on Tourism Competitiveness on Tourism Policies and Regulation, 80101508, 1, Lot</td><td>Php495,000.00</td></tr> </tbody> </table> Reason for Award : Single Rated and Responsive Bid (SRRB)	Line Item			#	Product/Service/Project Name	Budget	1	Consulting Services, Procurement of Consulting Services to Conduct Regulatory Impact Assessment (RIA) Program: Study on Tourism Competitiveness on Tourism Policies and Regulation, 80101508, 1, Lot	Php495,000.00	Award Type: Award Notice Contract Amount: Php444,500.00 Award Date: 16-Sep-2021 Publish Date: 05-Oct-2021 Date Last Updated: 17-Feb-2022 Contract Number: 21-00201 Proceed Date: 22-Nov-2021 Contract Effectivity Date: 22-Nov-2021 Contract End Date: 22-Feb-2022 Created By: John Paulo Samonte Francisco Date Created: 05-Oct-2021 Approver: View Documents: 4
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2/24/22, 1:58 PM

PhilGEPS

Created By:

John Paulo Francisco



**BAC Resolution Declaring Single Rated and Responsive Bid (SRRB) and
Recommending Award for the Procurement of Consulting Services to
Conduct Regulatory Impact Assessment Program: Study on Tourism
Competitiveness on Tourism Policies and Regulations
(RFQ No. 2021 - 08 - 0087)**

Resolution No. 2021 - 153

WHEREAS, the Department of Tourism (DOT), through the Procurement Management Division (PMD), posted the Request for Proposal (RFP) for the Procurement of Consulting Services to Conduct Regulatory Impact Assessment Program: Study on Tourism Competitiveness on Tourism Policies and Regulations, in the PhilGEPS website and DOT website continuously for at least four (4) calendar days, starting on 20 August 2021, and the deadline for the submission of proposals was set on 23 August 2021. The Approved Budget for the Contract (ABC) is Four Hundred Ninety - Five Thousand Pesos (PhP495, 000.00). A copy of the PhilGEPS posting is hereto attached, marked as **Annex "A"**, and made an integral part hereof;

WHEREAS, three (3) known consulting firms were invited to join by sending Request for Proposal (RFP) via e-mail and to submit their proposals 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 said posting and invitation, only one (1) prospective bidder submitted its proposal within the deadline set on 23 August 2021, to wit:

1. Mr. Bienvenido F. Manzares, Jr.

WHEREAS, upon evaluation of eligibility requirements, the lone bidder was found eligible, to wit:

Name of Bidder	Findings
Mr. Bienvenido F. Manzares, Jr.	Eligible

WHEREAS, the proposal was submitted by the eligible bidder is found complying in terms of the ABC, as follows:

Name of Bidder	Bid Amount
Mr. Bienvenido F. Manzares, Jr.	PhP444, 500.00

WHEREAS, upon detailed evaluation of the proposal submitted, the following ranking was gathered:

Name of Bidder	Average Score	Ranking
Mr. Bienvenido F. Manzares, Jr.	80%	Single Rated Bid (SRB)

Note: Passing score is 80%


WHEREAS, upon detailed evaluation and careful examination of the proposal submitted by **MR. BIENVENIDO F. MANZARES JR.**, being the bidder with the *Single Rated Bid (SRB)*, its proposal has been determined to be complying and responsive with the Terms of Reference (TOR). A copy of the Abstract of Proposal, Short Listing Rating Sheet and supporting documents submitted are hereto attached, marked as Annexes "B", "C", and "D" 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 Consulting Services to Conduct Regulatory Impact Assessment Program: Study on Tourism Competitiveness on Tourism Policies and Regulations; and
- b) To declare **MR. BIENVENIDO F. MANZARES JR.** as the **Single Rated and Responsive Bid (SRRB)** and to award the contract for Procurement of Consulting Services to Conduct Regulatory Impact Assessment Program: Study on Tourism Competitiveness on Tourism Policies and Regulations, in the total amount of **FOUR HUNDRED FORTY – FOUR THOUSAND FIVE HUNDRED PESOS (Php444, 500.00)**, inclusive of all applicable taxes;
- c) To recommend for approval of the Secretary of Tourism the foregoing findings.


Resolved at the City of Makati this 16th day of September 2021.


Recommending Approval:


OIC - USEC. REYNALDO L. CHING
BAC Chairperson


OIC - ASEC. MILAGROS Y. SAY
BAC Vice Chairperson

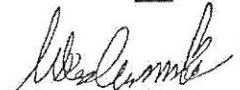

MR. RAYMUND GLEN A. AGUSTIN
Member


MS. ERNESTINNE S. DEMACID
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

LAS

SERVICE CONTRACT

21-00201

Consulting Services

KNOW ALL MEN BY THESE PRESENTS:

That this Agreement, made and entered into NOV 22 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 OIC-Undersecretary for Tourism Development, **MS. VERA ESMERALDA C. BUENSUCESO**, of legal age, Filipino and hereinafter referred to as the **FIRST PARTY**;

and

MR. BIENVENIDO F. MANZANARES, JR. is a private corporation existing and duly registered under the laws of the Philippines, with office address at 108 Osita Subdivision Block 2 Zone 2 Koronadal City, South Cotabato, Region XII, represented by its consultant, **MR. BIENVENIDO F. MANZANARES, JR.** 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 mandated to formulate policies and programs for global competitiveness and national tourism development, and approve local government tourism development plans;

WHEREAS, pursuant to the above, the **FIRST PARTY**, through the Office of Tourism Development Planning, Research and Information Management (OTDPRIM) – Policy Formulation and International Cooperation Division (PFICD), will conduct the Study on Tourism Competitiveness on Policies, Tourism Development and Regulation in the Department (the **"Study"**) which will focus on the department's current policies and regulations as well those being developed;

WHEREAS, the **FIRST PARTY** is in need of a Consultant to assist in the research and development work of the Study to be made on a twelve (12)-week timeline or equivalent to three (3) months;

WHEREAS, the requirement was processed in compliance with the procedure on **Single Rated and Responsive Bid (SRRB)**, 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. 2021-153** has declared the **SECOND PARTY** to be the bidder with the Single Rated and Responsive Bid (SRRB) as its quotation was found to be compliant and responsive to the technical specifications indicated in the Terms of Reference (TOR);

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

1. **SERVICES.** The **SECOND PARTY** hereby agrees to:
 - A. Review existing and emerging policies of the DOT that can be improved and aligned to RA 11032, the Reformulated National Tourism Development Plan (RNTDP), the Tourism Response and Recovery Plan (TRRP), and other relevant strategic instrumentalities;
 - B. Organize and facilitate consultation with relevant DOT offices and industry stakeholders; and
 - C. Formulate recommendations for the DOT on how to optimize identified policies, with emphasis on regional competitiveness (Asia and the Pacific).

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 for a period of 3 months from the date of Execution.
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 Forty-Four Thousand and Five Hundred Pesos (PhP444,500.00)** 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 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

21-00201

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:

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

Mr. BIENVENIDO F. MANZARES, JR.

By:

Bienvenido F. Manzares, Jr.
Bienvenido F. Manzares, Jr.
 Individual Consultant

Signed in the Presence of

Mylene D. Tolana
 1001, PFCO

FUNDS AVAILABLE:

RUSSEL N. DELACRUZ
 1001, RETIRED

Roman G. Bersamira
Roman G. Bersamira
 Chief, Accounting Division

ACKNOWLEDGEMENT

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

On this 3rd day of December, 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-Undersecretary Verna Esmeralda C. Buensuceso	<i>P# 50015381A</i>		
Bienvenido F. Manzares, Jr.	<i>PHIL. PASSPORT R17478699A</i>	<i>JAN. 2, 2018</i>	<i>DFA GENERAL SANTOS</i>

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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 Page No. 37
 Book No. III
 Series of 2021

NOTARY PUBLIC

ATTY: AUDREY HIZAMORA

NOTARY PUBLIC

UNTIL DECEMBER, 2021

PENTHOUSE, LEGAL AFFAIRS SERVICE, DOT BLDG
 PTR NO. 8144622 - 1/15/20 - MAKATI CITY
 IBP LIFETIME MEMBER 03646 / MAKATI CITY
 ROLL NO. 44115 MCLE VI-0024349