



Republic of the Philippines
Department of Environment and Natural Resources
Visayas Avenue, Diliman Quezon City, 1100
Tel. Nos. (632) 929-66-26 & (632) 929-62-52
929-66-20 & 929-66-33 to 35
929-70-11 to 13

DENR BIDS AND AWARDS COMMITTEE

BAC RESOLUTION NO. AF-2020-09-046

**RECOMMENDING THE AWARD OF CONTRACT VIA NEGOTIATED PROCUREMENT
(HIGHLY TECHNICAL CONSULTANT) TO MELQUIADES L. FLICICANO FOR THE
CONSULTING SERVICES FOR THE OFFICE OF THE SECRETARY
UNDER PR NO. 2020-09-1111**

WHEREAS, the Director for Administrative Service approved the Purchase Request (PR) No. 2020-09-1111 for the Consulting Services covering a period of four (4) months;

WHEREAS, the subject item is included in the approved Project Procurement Management Plan (PPMP) of the requisitioning office and approved Annual Procurement Plan (APP) of the Department;

WHEREAS, the Chief of Budget Division certified that the funds for the above requirement have earmarked under Fund 101;

WHEREAS, the End-User/Proponent submitted the following documents per DENR Memo No. 2020-23 dated 10 January 2020:

- (a) Terms of Reference;
- (b) Justification that the consulting services and proficiency of **MELQUIADES L. FLICICANO** are vital to the operations and activities of the Office of Secretary;
- (c) Certification issued by Personnel Division that the Technical Consultant is not among the authorized positions based on the current DENR Central Office Personal Services Itemization and Plantilla of Personnel.

Whereas, as a general rule, all procurement shall be done through competitive bidding except whenever justified by the conditions in order to promote economy and efficiency, may resort to Alternative Methods of Procurement;

WHEREAS, Section 53.7 Highly Technical Consultants, Rule XVI of the 2016 Revised IRR of RA 9184 states that Consulting Services can be contracted to a particular consultant as determined by the HOPE, subject to the following conditions:

1. The individual consultant will be hired to do work that is either:
 - a. Highly Technical or proprietary; or
 - b. Primarily confidential or policy determining, where trust and confidence are the primary consideration.
2. The term of the individual consultant shall, at the most, be on six (6) month basis, renewable at the option of the appointing HOPE, but in no case shall exceed the term of the latter.

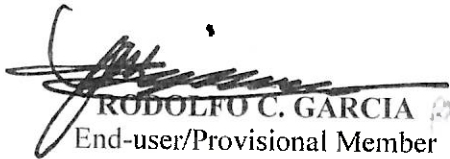


WHEREAS, per evaluation of the recommendation of the end-user, the BAC finds that the individual is legally, technically and financially capable to undertake and fulfill the consultancy work based on the Terms of Reference;

WHEREAS, Section IV (L) of the Annex H, Consolidated Guidelines for the Alternative Methods of Procurement, of 2016 Revised IRR of RA 9184 mandates that the BAC shall recommend the award of contract to the Head of the Procuring Entity (HOPE) or his duly authorized representative;

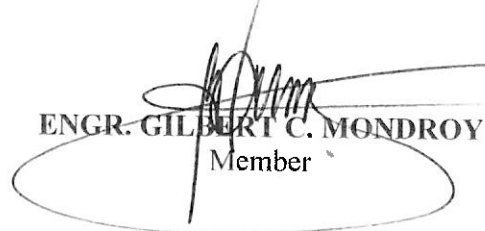
NOW, THEREFORE, for and consideration of the foregoing, We, the Members of the DENR Bids and Awards Committee for Regular Operations, hereby RESOLVE, as it is hereby RESOLVED to recommend to the Secretary or his duly authorized representative the award of contract to **MELQUIADES L. FLICICANO** for the *Consulting Services covering a period of Four (4) months for the Office of the Secretary under PR No. 2020-09-1111*.

RESOLVED, at the DENR Central Office, Quezon City, this day of SEP 07 2020


RODOLFO C. GARCIA
End-user/Provisional Member

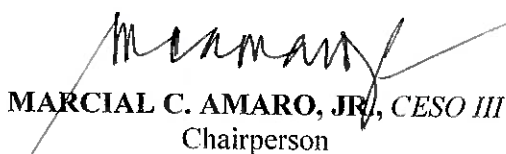
MAYBELL N. MANGUBOS
Alternate Member

ENGR. GUILLERMO V. ESTIPONA, JR.
Alternate Member


ENGR. GILBERT C. MONDROY
Member

ELIZAR S. CANTUBA
Member

EVELYN G. NILLOSAN
Alternate Vice Chairperson


MARCIAL C. AMARO, JR., CESO III
Chairperson

ATTY. NORLITO A. ENERAN
Vice Chairperson

Approved by:

ROLANDO R. CASTRO
Director, Administrative Service

Date approved: SEP 07 2020





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Department of Environment and Natural Resources

Vaayas Avenue, Diliman Quezon City, 1100
Tel. Nos. (632) 929-66-26 λ (632) 929-62-52
929-66-20 λ 929-66-33 to 35

NOTICE OF AWARD

MELQUIADES L. FELICIANO
8 Sta. Rita St., San Vicente Village,
Mandaue City

Dear Sir:

We are pleased to inform you that your proposal for the project specified below has been accepted and approved:

Project : *Consulting Services covering four (4) months for the Office of the Secretary under PR 2020-09-1111*
Contract Amount : *Three Hundred Sixty Thousand Pesos only. (P360,000.00)*

Please acknowledge receipt and acceptance of this Notice by signing in the space provided below and return the signed copy to us within seven (7) calendar days from receipt hereof. Otherwise, this office shall be constrained to cancel the award without prejudice to the imposition of sanction in accordance with the 2016 Revised Implementing Rules and Regulations (IRR) of R.A. 9184.

Very truly yours,


ROLANDO CASTRO
Director, Administrative Service

CERTIFIED PHOTOCOPY


DIANNE G. TRIAS
OIC-CHIEF PROCUREMENT MANAGEMENT SECTION, PSMD

Received by:	
MELQUIADES L. FELICIANO / 09-7-2020 (SIGNATURE OVER PRINTED NAME & DATE)	_____ NAME OF COMPANY
(PLEASE RETURN SIGNED NOA TO PSMD THRU EMAIL ● proc.ec@denr.gov.ph AND/OR THRU FAX (02) 929-2675)	

PhIGEPS Ref No: _____

Ref No AMP-NOA-2020-202



Republic of the Philippines
Department of Environment and Natural Resources
 Visayas Avenue, Diliman, Quezon City
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 829-66-20 | 829-66-33 to 36
 829-70-41 to 43

NOTICE TO PROCEED

MELQUIADES L. FELICIANO
 8 Sta. Rita St., San Vicente Village,
 Mandaue City

Contract/PO Ref. No. : **AMP-CONT-2020-053**

Consulting Services covering four (4) months for the Office of the Secretary under PR 2020-09-1111

Contract Amount : *Three Hundred Sixty Thousand Pesos only. (P360,000.00)*

Dear Sir:

Please be advised that the Purchase Order (PO) relative to the abovementioned project has been approved by this office. You are requested to proceed in accordance with the terms hereof.

Kindly acknowledge receipt and acceptance of this Notice by signing in the space provided below and return the signed copy to us within seven (7) calendar days from receipt hereof. Otherwise, this office shall be constrained to cancel the Contract/PO without prejudice to the imposition of sanction in accordance with the 2016 Revised Implementing Rules and Regulations (IRR) of R.A. 9184.

Very truly yours,


ROLANDO CASTRO
 Director, Administrative Service

CERTIFIED PHOTOCOPY


DIANNE G. IRIAS
 OIC-CHIEF PROCUREMENT MANAGEMENT SECTION, PSMD

Received by:	
MELQUIADES L. FELICIANO / 09-18-2020 (SIGNATURE OVER PRINTED NAME & DATE)	_____ NAME OF COMPANY
(PLEASE RETURN SIGNED NTP TO PSMD THRU EMAIL @ hac-co@denr.gov.ph AND/OR THRU FAX (02) 8926-2675)	

PhilGEPS Ref No: _____

Ref No: AMP-NTP-2020-191

CONTRACT

KNOW ALL MEN BY THESE PRESENTS:

This Contract is entered into this day of September 18, 2020 in Visayas Avenue, Diliman Quezon City, by and between:

The Department of Environment and Natural Resources, a national government agency with principal office at DENR Compound, Visayas Avenue, Diliman, Quezon City, represented herein by **ROLANDO R. CASTRO**, Director for Administrative Service, this Department, herein after referred to as the "FIRST PARTY";

- and -

MELQUIADES L, FELICIANO, of legal age, Filipino, with residence address at 8 Sta. Rita Street, San Vicente Village, Mandaue City, hereinafter referred to as the "SECOND PARTY";

-WITNESSETH-

WHEREAS, the First Party is in need of the services of the Second Party who shall render work not performed by the regular personnel of the First Party;

WHEREAS, The First Party through Omnibus BAC Resolution No. 2020-007 dated September 7, 2020 with Control No. 2020-266 recommended the Negotiated Procurement (Scientific, Scholarly or Artistic Work, Highly Technical, Exclusive Technology and Media Services) as the mode of procurement in the hiring as **ENFORCEMENT FOR VISAYAS CONSULTANT** for four (4) months as per attached terms of reference;

WHEREAS, the Second Party possesses the education, experience, and skills required to render services needed by the First Party;

WHEREAS, the Second Party has signified his intention, to which the First Party has accepted to provide the services needed by the latter;

WHEREAS, the Second Party hereby attests that he is not related within the third degree of consanguinity or affinity to the: 1.) hiring authority, and / or 2.) representative of the First party; 3.) that he has not been previously been dismissed from government service by reason of an administrative offense;

WHEREAS, it is understood that this Contract does not create an employer-employee relationship between the First Party and the Second Party, that the services rendered hereunder are not considered and will not be credited as government service; and that the latter is not entitled to benefits enjoyed by the regular personnel of the First Party;

WHEREAS, the Second Party shall perform work at the time and schedule to be agreed upon by both parties.

Section 1. This Contract shall cover four (4) months, subject to Section 5 hereof;

Section 2. The Second Party is hereby contracted as **ENFORCEMENT FOR VISAYAS CONSULTANT** and shall perform the following:

AMP-0011T-2020-073

1. Review and monitor the implementation and application related to the enforcement of Environment and Natural Resources (ENR) laws, programs, plans and activities of the Luzon Field Offices of the Department;
2. Provide the Secretary its profile, synopsis, outline highlighting related programs, scope of work and implementing methodology on enforcement and application of ENR laws, policies and programs;
3. Advise the Secretary on problems, complications, glitches, issues related to enforcement and execution of ENR laws, policies, and programs of the Department;
4. Provide technical inputs and recommendations relative to preparation, development and crafting of manuals, report, policies, and programs related to enforcement, execution, and completion of the Departments'; mandate, policies and programs;
5. Prepare and submit documentations, status/ progress and final reports when necessary consistent with the content of the approved scope of work or deliverable to the Department;
6. Perform other related functions that are highly confidential or technical as may be directed by the Secretary.

Section 3. For services rendered under this Contract, the Second Party shall receive a monthly compensation in the amount of NINETY THOUSAND PESOS (P 90,000.00) inclusive of tax, to be paid on semi - monthly basis, chargeable against OSEC funds.

For the purpose of payment for services rendered, the Second Party shall submit the following to the Office of the Secretary/ Head Executive Assistant:

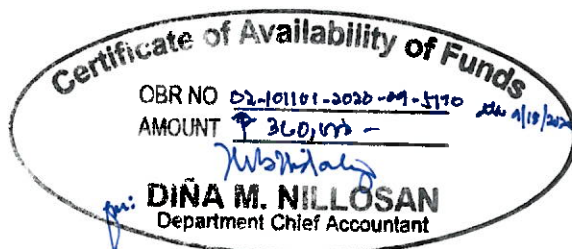
- a. Accomplishment Report
- b. Certified photocopy of contract

Section 4. In view of the nature as well as the necessity of his tasks, the Second Party shall be entitled to travel expenses, chargeable against OSEC funds, subject to the usual accounting and auditing rules and regulations. However, the Second Party is not entitled to per diems.

Section 5. Due to the nature of his work and the necessity of his task, the Second Party shall be exempted from submission of his daily time record.

Section 6. This Contract may be terminated by either party for any reason as may be deemed appropriate before the expiration of the period indicated in Section 1 hereof, giving the other party prior written notice not less than fifteen (15) days before the intended date of termination.

IN WITNESS WHEREOF, both parties have hereunto set their hands this ___ day of SEP 18 2020 2020 in Quezon City.



AMP-COHT-2020-073

DEPARTMENT OF ENVIRONMENT
AND NATURAL RESOURCES

By:

ROLANDO R. CASTRO
Director for Administrative Services

MELQUIADES L. FELICIANO
Second Party

SIGNED IN THE PRESENCE OF:

LAMBERTO S. RAMOS
Head, AMP Processing Unit
Procurement Management Section, PRMD

[Handwritten Signature]
P. Robinson

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in the above- jurisdiction,
personally appeared the following:

NAME	ID/ PASSPORT	DATE/PLACE OF ISSUE
ROLANDO R. CASTRO	_____	_____
MELQUIADES L, FELICIANO	DL- C01-84-021593	Makati City

Known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free will and voluntary act and deed.

This instrument consists of three (3) pages including this page wherein this Acknowledgement is written, and is signed by the parties and their instrumental witnesses on each and every page thereof.

WITNESS MY HAND AND SEAL, this ___ day of **SEP 18 2020**, 2020 in Quezon City, Philippines.

MICHAEL DARWIN M. BAYOTAS
Notary Public
Commission No. 77774(2010-2020)
Exp. **NOTARY PUBLIC 2020**
Unit 204, Tony Cabranza Building, 124, 9th Avenue
Ateneo City, Quezon City
PTR No. 0209469 Quezon City Jan 02, 2020
ISP Lifetime No. 01722-01 Issued Nov 07, 2012
MCLE Compliance No. 1000000000 May 29, 2017
Authority # 150118.00180

Doc. No. **229**;
Page No. **46**;
Book No. **KW-3**
Series of 2020

AMP-CONT-2020-073