



PhilGEPS

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Procurement Opportunities

Award Notice Abstract (Ref No.: 3104188)

Status: Updated

Reference Number: 7726005 Control Number: 2021 - 05 - 0045 Bid Notice Title: Procurement of Services of a DOT - Accredited Tour Operator for the Conduct of Kain Na! Food and Travel Festival: Food Tourism Reboot Approved Budget: Php610,715.00 Procurement Mode: Negotiated Procurement - Small Value Procurement (Sec. 53.9) Classification: Goods Category: Travel, Food, Lodging and Entertainment Services Applicable Procurement Rules: Implementing Rules and Regulations Funding Source: Government of the Philippines (GOP) Funding Instrument: General Appropriations Act Area of Delivery: Pampanga Delivery Period: 5 Day/s Contact Person: John Paulo Francisco	DEPARTMENT OF TOURISM 351 Sen. Gil Puyat Avenue Makati City Metro Manila, NCR, Philippines Awardee : ANNSET HOLIDAYS, INC. Address : Unit 206 The Manila Residences Tower II, 2310 Taft Avenue, Malate Manila Metro Manila, NCR, Philippines Tour Operator Contact Person : Brenda Bodegon Consul Designation : Director, Sales and Marketing <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>Tour Operator, Procurement of Services of a DOT - Accredited Tour Operator for the Conduct of Kain Na! Food and Travel Festival: Food Tourism Reboot, 90000000, 1, Lot</td><td>Php610,715.00</td></tr> </tbody> </table> Reason for Award : Single Calculated and Responsive Bid (SCRB)	Line Item			#	Product/Service/Project Name	Budget	1	Tour Operator, Procurement of Services of a DOT - Accredited Tour Operator for the Conduct of Kain Na! Food and Travel Festival: Food Tourism Reboot, 90000000, 1, Lot	Php610,715.00	Award Type: Award Notice Contract Amount: Php565,620.00 Award Date: 01-Jun-2021 Publish Date: 04-Jun-2021 Date Last Updated: 14-Jun-2021 Contract Number: 21 - 00094 Proceed Date: 09-Jun-2021 Contract Effectivity Date: 10-Jun-2021 Contract End Date: 14-Jun-2021 Created By: John Paulo Samonte Francisco Date Created: 04-Jun-2021 Approver: View Documents: 4
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Created By:		
John Paulo Francisco		

SERVICE CONTRACT

Ground Handling Services

KNOW ALL MEN BY THESE PRESENTS:

That this Agreement, made and entered into this 09 June 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 Assistant Secretary for Product and Market Development, **MS. VERA ESMERALDA C. BUENSUCESO**, of legal age, Filipino and hereinafter referred to as the "**FIRST PARTY**";
and

ANNSET HOLIDAYS, INC. is a private corporation existing and duly registered under the laws of the Philippines, with office address at Unit 206, The Manila Residences Tower II, 2310 Taft Avenue, Malate, Manila 1004 and represented by its Director, Sales and Marketing, **MS. BRENDA B. CONSUL** 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 promote a tourism industry that is ecologically sustainable, responsible, participative, culturally sensitive, economically viable, and ethically and socially equitable for local communities;

WHEREAS, pursuant to its mandates and to help and support the food tourism industry and stakeholders who have been badly affected by the pandemic the **FIRST PARTY** will conduct the **KAIN NA! Food and Travel Festival "Food Tourism Reboot" (the "Event")** on 10 to 13 June 2021 in Angeles City, Pampanga;

WHEREAS, the **FIRST PARTY** is in need of a DOT-Accredited tour operator to provide the requirements for the limited on-ground activities of the Event;

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 DOT-NCR Regional Office, through **BAC Resolution No. 2020-054** has declared the **SECOND PARTY** to be the bidder with 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);

21-00094

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

1. **SERVICES.** The **SECOND PARTY** hereby agrees to provide the following:

- A. Tourist Transport Services (10 to 14 June 2021)
 - 3 vans with drivers and coordinator
- B. Accommodation inclusive of daily breakfast (10 to 14 June 2021)
 - 7 single room occupancy
- C. Meals
 - Lunch and Dinner for 10 pax (10 to 14 June 2021)
 - Hosted lunch for VIPs, guests and media representatives (60 pax) on 11 June 2021
- D. Tokens and on-site supplies and materials
- E. Central Setting
- F. Others
 - Pre and post-event RT-PCR testings for DOT team (7pax)
 - Provision of first aid and hygiene kits

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. **CONTRACT DURATION.** The Agreement shall be effective from the execution date until 14 June 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 **Five Hundred Sixty-Five Thousand Six Hundred Twenty Pesos (PhP565,620.00)** 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,

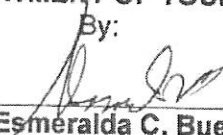
judgments, awards, fines, penalties and all expenses, legal or otherwise of whatever kind or nature arising from and by reason of this Agreement, due to the fault, negligence, act, act omission, delays, conduct, breach of trust, or non-observance or violation of this Agreement, or any of its stipulation 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.

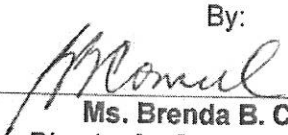
DEPARTMENT OF TOURISM

By:

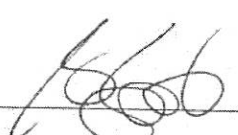

 Ms. Verna Esmeralda C. Buensuceso
 Assistant Secretary
 Product and Market Development

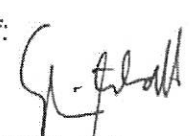
ANNSET HOLIDAYS, INC.

By:



 Ms. Brenda B. Consul
 Director for Sales and Marketing

Signed in the presence of:




 MS. NERIA A. TILACILLO
 ACCOUNT OFFICER-FURDRE

FUNDS AVAILABLE:


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

21-00094

ACKNOWLEDGEMENT

Republic of the Philippines) S.S
City of Makati

On this 11th day of June, 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
Verna Esmeralda C. Buensuceso	Passport No. S0615381A	May 22, 2019	DFA Manila
Brenda B. Consul	P4542416A	09/28/17	09/28/22

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.

NOTARY PUBLIC

Doc. No. 226
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Book No. 11
Series of 2021

ATTY. AUDELLE M. 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. 64115 MCLE VI-0026349



BAC Resolution Declaring Single Calculated and Responsive Bid (SCRB) and Recommending Award for the Procurement of Services of a DOT - Accredited Tour Operator for the Conduct of KAIN NA! Food and Travel Festival - "Food Tourism Reboot" at Marquee Angeles City, Pampanga on June 10-14, 2021 (RFQ No. 2021 - 05 - 0045)

Resolution No. 2021 - 054

WHEREAS, the Department of Tourism (DOT), through the Procurement Management Division (PMD), posted the Request for Quotation (RFQ) for the Procurement of Services of a DOT - Accredited Tour Operator for the Conduct of KAIN NA! Food and Travel Festival - "Food Tourism Reboot" at Marquee Angeles, Pampanga on June 10-14, 2021, in the PhilGEPS website and DOT website continuously for at least three (3) calendar days, starting on 28 May 2021, and the deadline for the submission of quotations was set on 31 May 2021. The Approved Budget for the Contract (ABC) is Six Hundred Ten Thousand Seven Hundred Fifteen Philippine Pesos (Php 610,715.00). A copy of the PhilGEPS posting is hereto attached, marked as **Annex "A"**, and made an integral part hereof;

WHEREAS, seven (7) 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, on 28 May 2021, a Bid Bulletin was issued amending changes in the Terms of Reference and hereto attached, marked as **Annex "B"** and made an integral part hereof;

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 31 May 2021;

WHEREAS, upon evaluation, below are the findings;

Name of Bidder	Bid Amount (As Read)	Findings
<i>Annset Holidays, Inc.</i>	<i>Php 565,620.00</i>	<i>Eligible</i>
<i>CCT. 168 Travel and Tours Corp.</i>	<i>Php 577,000.00</i>	<i>Ineligible/Outdated Omnibus Sworn and Statement Submitted</i>

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

Name of Bidder	Bid Amount (As Calculated)	Ranking
<i>Annset Holidays, Inc.</i>	<i>Php 565,620.00</i>	<i>Single Calculated Bid (SCB)</i>

WHEREAS, upon due evaluation and careful examination of the quotation submitted by **ANNSET HOLIDAYS, INC.**, being the bidder with the **Single Calculated**

CERTIFIED TRUE COPY
Procurement Mgt. Div.
Maria Almo O. Almazan

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 "C" and "D"**, 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 a DOT – Accredited Tour Operator for the Conduct of KAIN NA! Food and Travel Festival – "Food Tourism Reboot" at Marquee Angeles, Pampanga on June 10-14, 2021; and
 - b) To declare **ANNSET HOLIDAYS, INC.** as the **Single Calculated and Responsive Bid (SCRB)** and to award the contract for the Procurement of Services of a DOT – Accredited Tour Operator for the Conduct of KAIN NA! Food and Travel Festival – "Food Tourism Reboot" at Marquee Angeles, Pampanga on June 10-14, 2021, in the total amount of **FIVE HUNDRED SIXTY-FIVE THOUSAND SIX HUNDRED TWENTY PHILIPPINE PESOS (Php565,620.00)**, inclusive of all applicable taxes;
 - c) To recommend for approval by the Secretary of Tourism the foregoing findings.
- Resolved this 01 June 2021.

Recommending Approval:


USEC. ROBERTO P. ALABADO III
BAC Chairperson


DIR. MILAGROS Y. SAY
BAC Vice Chairperson


MR. RAYMUND GLEN A. AGUSTIN
Member


ATTY. JENNIFER A. OLBA
BAC Member

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

☒ **APPROVED** ☐ **DISAPPROVED:**


BENITO C. BENGZON, JR.
Undersecretary, Tourism Development