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Award Notice Abstract (Ref No.: 2965977)

Status: Updated

Reference Number: 7401622 Control Number: 2021 - 01 - 0002 Bid Notice Title: Shipment of TITF 2021 Giveaways Approved Budget: Php104,737.50 Procurement Mode: Negotiated Procurement - Small Value Procurement (Sec. 53.9) Classification: Goods Category: Freight Forwarder Services Applicable Procurement Rules: Implementing Rules and Regulations Funding Source: Government of the Philippines (GOP) Funding Instrument: General Appropriations Act Area of Delivery: Delivery Period: 0 Day/s Contact Person: John Paulo Francisco Created By: John Paulo Francisco	DEPARTMENT OF TOURISM 351 Sen. Gil Puyat Avenue Makati City Metro Manila, NCR, Philippines Awardee : RBHC COURIER SERVICE Address : 3190 F.Roxas St. Sta Ana Manila Metro Manila, NCR, Philippines Contact Person : Brendon Jay Alvarez Cornes Designation : Sales Manager Line Item <table border="1"> <thead> <tr> <th>#</th> <th>Product/Service/Project Name</th> <th>Budget</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Courier Services, Shipment of TITF 2021 Giveaways, 78141501, 1, Lot</td> <td>Php104,737.50</td> </tr> </tbody> </table> Reason for Award : Single Calculated and Responsive Bid (SCRB)	#	Product/Service/Project Name	Budget	1	Courier Services, Shipment of TITF 2021 Giveaways, 78141501, 1, Lot	Php104,737.50	Award Type: Award Notice Contract Amount: Php104,737.50 Award Date: 13-Jan-2021 Publish Date: 02-Feb-2021 Date Last Updated: 08-Dec-2021 Contract Number: 21 - 00139 Proceed Date: 26-Sep-2021 Contract Effectivity Date: 27-Sep-2021 Contract End Date: 30-Sep-2021 Created By: John Paulo Samonte Francisco Date Created: 02-Feb-2021 Approver: John Paulo Samonte Francisco View Documents: 4
#	Product/Service/Project Name	Budget						
1	Courier Services, Shipment of TITF 2021 Giveaways, 78141501, 1, Lot	Php104,737.50						



**BAC Resolution Declaring Single Calculated and Responsive Bid (SCRB)
and Recommending Award for the Procurement of Services of an
International Shipping Company for the Shipment of Corporate
Giveaways for the Conduct of Thai International Travel Fair 2021
(RFQ No. 2021 – 01 – 0002)**

Resolution No. 2021 - 002

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 International Shipping Company for the Shipment of Corporate Giveaways for the Conduct of Thai International Travel Fair in February 2021, in the PhilGEPS website and DOT website continuously for at least four (4) calendar days, starting on 09 January 2021, and the deadline for the submission of quotations was set on 12 January 2021. The Approved Budget for the Contract (ABC) is One Hundred Four Thousand Seven Hundred Thirty Seven and Fifty Centavos (PhP104, 737.50). A copy of the PhilGEPS posting is hereto attached, marked as **Annex "A"**, and made an integral part hereof;

WHEREAS, ten (10) known suppliers 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) prospective bidder submitted their quotation within the set deadline for the submission of quotations on 12 January 2021;

WHEREAS, upon evaluation, below is the findings;

Name of Bidder	Bid Amount (As Read)	Findings
RBHC Courier Service	PhP104, 737.50	Eligible

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

Name of Bidder	Bid Amount (As Calculated)	Ranking
RBHC Courier Service	PhP104, 737.50	Single Calculated Bid (SCB)

WHEREAS, upon due evaluation and careful examination of the quotation submitted by **RBHC COURIER SERVICE**, 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.

Marie Almaz 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 an International Shipping Company for the Shipment of Corporate Giveaways for the Conduct of Thai International Travel Fair in February 2021; and
- b) To declare **RBHC COURIER SERVICE** as the **Single Calculated and Responsive Bid (SCRB)** and to award the contract for the Procurement of Services of an International Shipping Company for the Shipment of Corporate Giveaways for the Conduct of Thai International Travel Fair in February 2021, in the total amount of **ONE HUNDRED FOUR THOUSAND SEVEN HUNDRED THIRTY SEVEN PESOS AND FIFTY CENTAVOS (Php104, 737.50)**, inclusive of all applicable taxes;
- c) To recommend for approval by the Secretary of Tourism the foregoing findings.

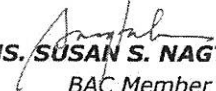
Resolved this 12th day of January 2021.

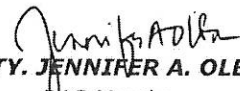
Recommending Approval:


OIC - USEC. ROBERTO P. ALABADO III
BAC Chairperson


DIR. MILAGROS Y. SAY
BAC Vice Chairperson


MR. RAYMUND GLEN A. AGUSTIN
Member



MS. SUSAN S. NAGTALON
BAC 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

CERTIFIED TRUE COPY
Procurement Mgt. Div.

Maria Alpia O. Almazan

CAS

SERVICE CONTRACT

21-00139

International Air Shipment Services

KNOW ALL MEN BY THESE PRESENTS:

That this Agreement, made and entered into this SEP 01 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. VERA ESMERALDA C. BUENSUCESO**, of legal age, Filipino and hereinafter referred to as the "**FIRST PARTY**";

and

RBHC COURIER SERVICE is a private entity existing and duly registered under the laws of the Philippines, with office address at 3190 F. Roxas St., Sta. Ana, Manila, Metro Manila, Philippines and represented by its owner and sole proprietor, **MR. BRENDON JAY A. CORNES**, 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 create a favorable image of the Philippines within the international community, thereby strengthening the country's attraction as a tourism destination and eventually paving the way for other benefits that may result from a positive global view of the country;

WHEREAS, pursuant to the above and in order to sustain the presence of the Philippines among Thai travelers, the **FIRST PARTY** will participate in the 27th Thai International Travel Fair (TITF) 2021 ("Event") in Bangkok, Thailand;

WHEREAS, due to circumstances brought about by the global pandemic and to ensure the safety and health concerns of the exhibitors, the Event, which was originally scheduled on 25 to 28 February 2021, was initially rescheduled on 26 to 29 August 2021, then on 02 to 05 September 2021, and again on 27 to 30 September 2021 by the Thai Travel Agents Association (TTAA) as indicated in the attached Letters of Postponement from TTAA;

WHEREAS, the **FIRST PARTY** is in need of a courier service to provide assistance for the shipment of the giveaways for 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;

21-00139

WHEREAS, the Bids and Awards Committee (BAC) of the DOT, through **BAC Resolution No. 2021-002** 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);

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

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

- I. Durable and appropriate boxes to fit the items to be shipped;
- II. Courier shipment of the TITF giveaways;
- III. Door to Door Air Freight Delivery Service.

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. **CONTRACT DURATION.** This Agreement shall be effective from the date of execution of contract until **September 30, 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 **One Hundred Four Thousand Seven Hundred Thirty-Seven and 50/100 (PhP104,737.50)** 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. **FORCE MAJEURE.** Neither party shall be responsible for any delay, fault or non-performance of their respective obligations and responsibilities to the extent that such delay, fault or non-performance is occasioned solely by a contingency beyond the reasonable control of the party unable to perform, including, but not limited to, acts of God, natural calamities, labor strikes and

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lockouts, civil strife, war (Declared or Undeclared) or any other similar occurrences like acts, orders, or restraints of the government, judicial or quasi-judicial bodies, or any analogous order or decision, as to render a Party unable to comply with its obligations under this Contract, provided such occurrences are beyond the control of the party seeking excuse here under.

8. **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*.
9. **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.
10. **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:

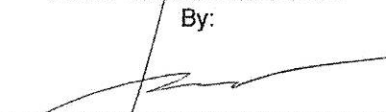


VERNA ESMERALDA C. BUENSUCESO

*OIC-Undersecretary
Tourism Development*

RBHC COURIER SERVICE

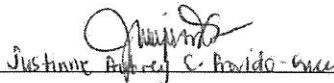
By:



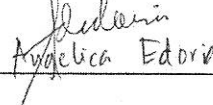
BRENDON JAY A. CORNES

*Owner and sole proprietor
RBHC Courier Service*

Signed in the presence of:



Justine Arcey C. Bawido-Gue



Angelica Edorin

FUNDS AVAILABLE:



ROMAN G. BERSAMIRA

*Chief
Accounting Division, DOT*

21-00139

ACKNOWLEDGEMENT

Republic of the Philippines) S.S

City of Makati)

On this 13th 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
VERNA ESMERALDA C. BUENSUCESO	<i>PR# 50012414</i>		
BRENDON JAY A. CORNES	016-97-158331	Feb 11, 2019	Mandaluyong

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. AUDELLE M. ZAMORA
NOTARY PUBLIC

UNTL DECEMBER, 2021

PENTHOUSE, LEGAL AFFAIRS SERVICE, DOT BLDG
PTR NO. 8144602 - 1/15/20 - MAKATI CITY
IBP LIFETIME MEMBER 04606 / MAKATI CITY
ROLL NO. 4115 MCLE VI-0022349