



# PhilGEPS

Philippine Government Electronic Procurement System

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Philippine Government  
Procurement Opportunities

Award Notice Abstract (Ref No.: 3052889)

Status: Updated

<p><b>Reference Number:</b> 7583021</p> <p><b>Control Number:</b> 2021 - 03 - 0011</p> <p><b>Bid Notice Title:</b> PROCUREMENT FOR THE PHYSICAL WAREHOUSING/ STORAGE REQUIREMENTS FOR THE DEPARTMENT OF TOURISM (DOT)</p> <p><b>Approved Budget:</b> Php326,082.00</p> <p><b>Procurement Mode:</b> Negotiated Procurement - Small Value Procurement (Sec. 53.9)</p> <p><b>Classification:</b> Goods</p> <p><b>Category:</b> Services</p> <p><b>Applicable Procurement Rules:</b> Implementing Rules and Regulations</p> <p><b>Funding Source:</b> Government of the Philippines (GOP)</p> <p><b>Funding Instrument:</b> General Appropriations Act</p> <p><b>Area of Delivery:</b></p> <p><b>Delivery Period:</b> 8 Month/s</p> <p><b>Contact Person:</b> John Paulo Francisco</p> <p><b>Created By:</b> John Paulo Francisco</p>	<p align="center"><b>DEPARTMENT OF TOURISM</b> 351 Sen. Gil Puyat Avenue Makati City Metro Manila, NCR, Philippines</p> <p><b>Awardee :</b> NONPAREIL INTERNATIONAL FREIGHT AND CARGO SERVICES, INC. <b>Address :</b> ONE STA. ANA DRIVE. BRGY. SUN VALLEY Parañaque City Metro Manila, NCR, Philippines</p> <p><b>Contact Person :</b> Roland E Quiambao <b>Designation :</b> President</p> <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>Warehousing, PROCUREMENT FOR THE PHYSICAL WAREHOUSING/ STORAGE REQUIREMENTS FOR THE DEPARTMENT OF TOURISM (DOT), 24102100, 1, Lot</td><td>Php326,082.00</td></tr> </tbody> </table> <p><b>Reason for Award :</b> Single Calculated and Responsive Bid (SCRB)</p>	Line Item			#	Product/Service/Project Name	Budget	1	Warehousing, PROCUREMENT FOR THE PHYSICAL WAREHOUSING/ STORAGE REQUIREMENTS FOR THE DEPARTMENT OF TOURISM (DOT), 24102100, 1, Lot	Php326,082.00	<p><b>Award Type:</b> Award Notice</p> <p><b>Contract Amount:</b> Php325,724.00</p> <p><b>Award Date:</b> 09-Apr-2021</p> <p><b>Publish Date:</b> 23-Apr-2021</p> <p><b>Date Last Updated:</b> 12-Jul-2021</p> <p><b>Contract Number:</b> 21 - 00110</p> <p><b>Proceed Date:</b> 30-Apr-2021</p> <p><b>Contract Effectivity Date:</b> 01-May-2021</p> <p><b>Contract End Date:</b> 31-Dec-2021</p> <p><b>Created By:</b> John Paulo Samonte Francisco</p> <p><b>Date Created:</b> 23-Apr-2021</p> <p><b>Approver:</b></p> <p><b>View Documents:</b> 4</p>
Line Item											
#	Product/Service/Project Name	Budget									
1	Warehousing, PROCUREMENT FOR THE PHYSICAL WAREHOUSING/ STORAGE REQUIREMENTS FOR THE DEPARTMENT OF TOURISM (DOT), 24102100, 1, Lot	Php326,082.00									



**BAC Resolution Declaring Single Calculated and Responsive Bid (SCRB) and Recommending Award for the Procurement of Service Provider for the Temporary Storage and Transportation of the Arrival/Departure Cards from the Arrival/Departure Cards Processing Center of the Department of Tourism at the Ninoy Aquino International Airport Terminal 1, Pasay City (RFQ No. 2021 - 03 - 0011)**

**Resolution No. 2021 - 30**

**WHEREAS**, the Department of Tourism (DOT), through the Procurement Management Division (PMD), posted the Request for Quotation (RFQ) for the Procurement of Service Provider for the Temporary Storage and Transportation of the Arrival/Departure (A/D) Cards from the Arrival/Departure Cards Processing Center (ADCPC) of the Department of Tourism at the Ninoy Aquino International Airport (NAIA) Terminal 1, Pasay City, in the PhilGEPS website and DOT website continuously for at least seven (7) calendar days, starting on 30 March 2021, and the deadline for the submission of quotations was set on 05 April 2021. The Approved Budget for the Contract (ABC) is Three Hundred Twenty-Six Thousand Eighty-Two Pesos (PhP326,082.00). A copy of the PhilGEPS posting is hereto attached, marked as **Annex "A"**, and made an integral part hereof;

**WHEREAS**, three (3) known service provider 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, no prospective bidders submitted their quotations within the set deadline for the submission of quotations on 05 April 2021. A Bid Bulletin has been issued to extend the deadline of submission of quotations on 08 April 2021. A copy of the Bid Bulletin first (1<sup>st</sup>) extension is hereto attached, marked as **Annex "B"**, and made an integral part hereof;

**WHEREAS**, three (3) 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, **Nonpareil International Freight and Cargo Services Inc.** is the only prospective bidder who submitted its quotation within the set deadline for the submission of quotations on 08 April 2021;

**WHEREAS**, upon evaluation, below are the findings;

<b>Name of Bidder</b>	<b>Bid Amount (As Read)</b>	<b>Findings</b>
<b>Nonpareil International Freight and Cargo Services Inc.</b>	<b>PhP 325,724.00</b>	<b>Eligible</b>

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

CERTIFIED TRUE COPY  
Procurement Mgt. Div.

Maria Alpha O. Almazan

<b>Name of Bidder</b>	<b>Bid Amount (As Calculated)</b>	<b>Ranking</b>
Nonpareil International Freight and Cargo Services Inc.	Php 325,724.00	Single Calculated Bid

**WHEREAS**, upon due evaluation and careful examination of the quotation submitted by **NONPAREIL INTERNATIONAL FREIGHT AND CARGO SERVICES INC.**, 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 "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**:

- 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 Service Provider for the Temporary Storage and Transportation of the Arrival/Departure (A/D) Cards from the Arrival/Departure Cards Processing Center (ADCPC) of the Department of Tourism at the Ninoy Aquino International Airport (NAIA) Terminal 1, Pasay City; and
- To declare **Nonpareil International Freight and Cargo Services Inc.**, as the **Single Calculated and Responsive Bid (SCRB)** and to award the contract for the Procurement of Service Provider for the Temporary Storage and Transportation of the Arrival/Departure (A/D) Cards from the Arrival/Departure Cards Processing Center (ADCPC) of the Department of Tourism at the Ninoy Aquino International Airport (NAIA) Terminal 1, Pasay City, in the total amount of **THREE HUNDRED TWENTY-FIVE THOUSAND SEVEN HUNDRED TWENTY-FOUR PESOS (Php325,724.00)**, inclusive of all applicable taxes;
- To recommend for approval by the Secretary of Tourism the foregoing findings.

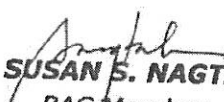
Resolved this 08<sup>th</sup> day of April 2021.

**Recommending Approval:**

  
OIC - USEC. ROBERTO P. ALABADO III  
BAC Chairperson

  
DIR. MLAGROS 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

21-00-19

## Service Contract

### Temporary Storage and Transportation of Arrival/Departure Cards

#### KNOW ALL MEN BY THESE PRESENTS:

That this Agreement, made and entered into this   29   day of   APR   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 its Undersecretary for Tourism Development, **BENITO C. BENGZON, JR.**, of legal age, Filipino and hereinafter referred to as the **FIRST PARTY**;

and

**NONPAREIL INTERNATIONAL FREIGHT AND CARGO SERVICES INC.** is a private entity duly existing by virtue of Philippine laws with office address at One Sta. Ana Drive, Brgy. Sun Valley, Paranaque City, Metro Manila, herein represented by its Records Management Services Manager, **ROSEMARIE R. VICENTE** and hereinafter referred to as the **SECOND PARTY**;

Each a Party, and 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 in need of a service provider specializing in storage management to handle the temporary storage and transportation of the Arrival/Departure (A/D) Cards from the Arrival/Departure Cards Processing Center (ADCPC) of the Department of Tourism at the Ninoy Aquino International Airport Terminal 1, Pasay City (the "**Project**") for the period 01 May to 31 December 2021;

**WHEREAS**, the **SECOND PARTY** is a duly registered member of the Philippine Government Electronic Procurement System (PhilGEPS) who possesses the necessary skills, experience and expertise in providing the required services, has offered to undertake the project;

**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 Bids and Awards Committee (BAC) of the DOT, through **BAC Resolution No. 2021-30**, has declared the **SECOND PARTY** to be the bidder with the *Single Calculated and Responsive Bid (SCRB)* as its quotation is 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. Provide the temporary storage requirements for the A/D cards;
- B. Provide/ assign a vehicle to regularly or as the need arises for the retrieval of A/D cards from the ADCPC to the off-site storage and back to the ADCPC for encoding;

- C. Provide Type A storage boxes for the A/D cards;
- D. Provide a systematized service for delivery of encoded A/D cards from ADCPC to the Bureau of Immigration;
- E. Submit monthly summary reports, accomplishment reports for billings to DOT.

Details of the technical specifications, 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 1 May until 31 December 2021.
3. **COMPENSATION.** By way of compensation for its services, the **FIRST PARTY** shall pay the **SECOND PARTY** the amount indicated in the Monthly Statement of Account, which shall be based on actual cost of services rendered for the month, the total amount of which shall not exceed the contract price of **Three Hundred Twenty-Five Thousand Seven Hundred Twenty-Four Pesos (P325,724.00)**, inclusive of VAT and other taxes.
4. **PAYMENT.** The above consideration will be paid by the **FIRST PARTY** after presentation of the required Monthly Statement of Account and other necessary documents such as Work Order Request Form and Transaction Receipts, 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 liquidated 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, judgements, 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**

**NONPAREIL INTERNATIONAL FREIGHT AND CARGO SERVICES INC.**

By:

**BENITO C. BENGZON, JR.**

Undersecretary for Tourism Development

By:

**ROSEMARIE R. VICENTE**

Records Management Services Manager

Signed in the presence of:

*Ryan R. Carlos*  
RYAN R. CARLOS  
SENIOR TOL, SEAMING

**FUNDS AVAILABLE:**

*Victor C. Pellosis, Jr.*  
VICTOR C. PELLOSI, JR.  
SVP- OPERATIONS

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

**ACKNOWLEDGEMENT**

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

On this 7th day of JULY, 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
Benito C. Bengzon, Jr.	80016599A	28 Aug 2019	DFA Manila
Rosemarie R. Vicente	N0498416086	12/04/2018	NCR

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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Book No. I  
Series of 2021

**NOTARY PUBLIC**

ATTY. AUDELLE A. ZAMORA

NOTARY PUBLIC

UNTL 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-MOLE VI-0014349