



PhilGEPS

Philippine Government Electronic Procurement System

Central Portal for
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Procurement Opportunities

Award Notice Abstract (Ref No.: 3521594)

Status: Updated

<p>Reference Number: 8469639</p> <p>Control Number: 2022-02-0018</p> <p>Bid Notice Title: SUPPLY AND DELIVERY OF PURIFIED DRINKING WATER WITH FREE USE OF HOT AND COLD DISPENSERS FOR THE DEPARTMENT OF TOURISM FOR CY 2022</p> <p>Approved Budget: Php192,000.00</p> <p>Procurement Mode: Negotiated Procurement - Small Value Procurement (Sec. 53.9)</p> <p>Classification: Goods</p> <p>Category: Beverages</p> <p>Applicable Procurement Rules: Implementing Rules and Regulations</p> <p>Funding Source: Government of the Philippines (GOP)</p> <p>Funding Instrument: General Appropriations Act</p> <p>Area of Delivery:</p> <p>Delivery Period: 0 Day/s</p> <p>Contact Person: MAITA DANTE</p> <p>Created By: MAITA DANTE</p>	<p align="center">DEPARTMENT OF TOURISM 351 Sen. Gil Puyat Avenue Makati City Metro Manila, NCR, Philippines</p> <p>DRINKING WATER</p> <p>Awardee : GOLDEN TIGER WATER REFILLING STATION (AQUABEST) Address : Commercial 1A Lumera Tower 2625- 2629 Legarda St., Brgy. 410 Zone 042 Sampaloc, Manila 1008 Manila Metro Manila, NCR, Philippines</p> <p>Contact Person : Michael Angelo Husmillo Ayllon</p> <p>Designation : Proprietor</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 align="center">1</td><td>DRINKING WATER, SUPPLY AND DELIVERY OF PURIFIED DRINKING WATER WITH FREE USE OF HOT AND COLD DISPENSERS FOR THE DEPARTMENT OF TOURISM FOR CY 2022, 50200000, 4400, Gallon</td><td align="right">Php192,000.00</td></tr> </tbody> </table> <p>Reason for Award : SINGLE CALCULATED AND RESPONSIVE BID</p>	Line Item			#	Product/Service/Project Name	Budget	1	DRINKING WATER, SUPPLY AND DELIVERY OF PURIFIED DRINKING WATER WITH FREE USE OF HOT AND COLD DISPENSERS FOR THE DEPARTMENT OF TOURISM FOR CY 2022, 50200000, 4400, Gallon	Php192,000.00	<p>Award Type: Award Notice</p> <p>Contract Amount: Php154,000.00</p> <p>Award Date: 09-Mar-2022</p> <p>Publish Date: 09-Mar-2022</p> <p>Date Last Updated: 25-Mar-2022</p> <p>Contract Number: 2022-00071</p> <p>Proceed Date: 16-Mar-2022</p> <p>Contract Effectivity Date: 16-Mar-2022</p> <p>Contract End Date: 15-Mar-2023</p> <p>Created By: MAITA SUMOGAD DANTE</p> <p>Date Created: 09-Mar-2022</p> <p>Approver: MAITA SUMOGAD DANTE</p> <p>View Documents: 4</p>
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22-00071

Service Contract

**Supply and Delivery of Purified Drinking Water with Free Use of Hot and Cold Dispensers
for the Department of Tourism for CY 2022**

KNOW ALL MEN BY THESE PRESENTS:

That this Agreement, made and entered into this MAR 15 2022 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 Regulation, Coordination, and Resource Generation, **ENGR. CHRISTOPHER V. MORALES**, of legal age, Filipino, hereinafter referred to as the "**FIRST PARTY**";

and

GOLDEN TIGER WATER REFILLING STATION (AQUABEST) is a private entity existing and duly registered under the laws of the Philippines, with office address at Commercial I Luneta Tower Condo Legarda Street, Sampaloc Manila and represented by its Owner, **MICHAEL ANGELO HUSMILLO AYLLON**, 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, to ensure its officials, employees, and stakeholders' access to potable drinking water, the **FIRST PARTY** is in need of a Supplier to deliver its purified drinking water requirements for a period of twelve (12) months or from 16 March 2022 to 15 March 2023;

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. 2022-021**, 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 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** shall provide the **FIRST PARTY** the following:

- a. Four thousand four hundred (4,400) bottles/containers of 5-gallons per bottle/container of purified drinking water on per order basis;
- b. Thirty-one (31) units of hot and cold water dispenser, free of charge;
- c. Maintain one hundred (100) containers/bottles of purified drinking water per week;
- d. Submission of passed/approved Laboratory Analysis Result (Physical/Chemical Analysis and Bacteriological Analysis) issued by the third-party water-testing facility accredited by the Department of Health (DOH);
- e. Ensure that the container/bottles provided are free of dirt and contaminants;
- f. Immediately replace defective containers and water dispensers at no cost to the FIRST PARTY within 48 hours from the time it was reported and requested;
- g. Conduct monthly cleaning/washing/sanitizing, and proper maintenance of all the water dispensers at no-cost for optimum operation.

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. **EFFECTIVITY AND TERM.** This Agreement shall be effective for a period of twelve (12) months starting **16 March 2022 until 15 March 2023.**
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 Fifty-Four Thousand Pesos (PhP154,000.00)**, 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 deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Agreement inclusive of duly granted time extensions if any, the **FIRST PARTY** shall, without prejudice to its other remedies under this Agreement and under the applicable law, deduct from the contract price, as liquidated damages, the applicable rate of one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay until actual delivery or performance. The **FIRST PARTY** need not prove that it has incurred actual damages to be entitled to liquidated damages. Once the amount of liquidated damages reaches ten percent (10%) of the total contract price, the **FIRST PARTY** may rescind or terminate the Agreement, without prejudice to other courses of action and remedies open to it.
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 (DOT)

By:



ENGR. CHRISTOPHER V. MORALES
OIC-Undersecretary

**GOLDEN TIGER WATER REFILLING STATION
(AQUABEST)**

By:




MICHAEL ANGELO HUSMILLO AYLLON
Owner

Signed in the presence of:

[Signature over printed name of Witness 1]

[Signature over printed name of Witness 2]

FUNDS AVAILABLE:



MR. ROMAN G. BERSAMIRA
Chief Accountant
Accounting Division

22-00071

ACKNOWLEDGEMENT

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

On this March day of March, 2022 personally appeared before me, a Notary Public in and for the City of Makati, the following persons:

Name	Government ID	Date Issued	Place Issued
ENGR. CHRISTOPHER V. MORALES	DOT ID# 20001		
MICHAEL ANGELO H. AYLLON	TIN 411-016-699-000		

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.

Doc. No. 14
Page No. 3 Book
No. II Series of
2022.

ATTY. AUDELLE H. ZAMORA
Notary Public
NOTARY PUBLIC
Until December 31, 2021
Penthouse, Legal Affairs Service, DOT Bldg.
PTR No. 8862995 - 07/13/2022 - Makati City
IBP Lifetime Member 04646 / Makati City
Rol No. 44115 / MCLE VI-0024349
Extended Until June 30, 2022 Per BM No. 3795



NOTICE OF AWARD

MS. MAE A. LAPUS

Marketing Manager


Commercial I Lumera Tower Condo Legarda St. Sampaloc Manila

Dear Ms. Lapus:

We are pleased to inform you that your quotation for the Procurement of Supply and Delivery of Purified Drinking Water with free use of Hot and Cold Dispenser for the Department of Tourism CY 2022, in the amount of One Hundred Fifty-Four Thousand Pesos (PhP154,000.00) has been determined as the Single Calculated and Responsive Bid (SCRB) through Negotiated Procurement – Small Value Procurement (SVP).

We appreciate your interest in this opportunity and we look forward to your satisfactory performance of your obligations under the project.

Very truly yours,



ENGR. CHRISTOPHER V. MORALES
*OIC-Undersecretary for Tourism Regulation,
Coordination and Resource Generation*

Department of Tourism

By Authority of the Secretary:

(per Department Order No. 2022-025)

Conforme:


Maemar A. Lapus
(Awarded bidder's name of authorized
Representative and signature)

March 07, 2022

(Date)

***Kindly fax or email to sender to acknowledge receipt**



**BAC Resolution Declaring Single Calculated and Responsive Bid (SCRB)
and Recommending Award for the Supply and Delivery of Purified
Drinking Water with Free Use of Hot and Cold Dispensers for the
Department of Tourism
(RFQ No. 2022 - 02 - 0018)**

Resolution No. 2022 - 021

WHEREAS, the Department of Tourism (DOT), through the Procurement Management Division (PMD), posted the Request for Quotation (RFQ) for the Supply and Delivery of Purified Drinking Water with Free Use of Hot and Cold Dispensers for the Department of Tourism CY 2022, in the PhilGEPS website and DOT website continuously for at least five (5) calendar days, starting on 24 February 2022, and the deadline for the submission of quotations was set on 01 March 2022. The Approved Budget for the Contract (ABC) is One Hundred Ninety-Two Thousand Pesos (Ph192, 000.00). A copy of the PhilGEPS posting is hereto attached, marked as **Annex "A"**, and made an integral part hereof;

WHEREAS, four (4) known bidders 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 01 March 2022;

WHEREAS, upon evaluation, below is the findings;

Name of Bidder	Bid Amount (As Read)	Findings
Golden Tiger Water Refilling Station (AQUABEST)	PhP154,000.00	Eligible

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

Name of Bidder	Bid Amount (As Calculated)	Ranking
Golden Tiger Water Refilling Station (AQUABEST)	PhP154,000.00	Single Calculated Bid (SCB)

WHEREAS, upon due evaluation and careful examination of the quotation submitted by **Golden Tiger Water Refilling Station (AQUABEST)**, 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;

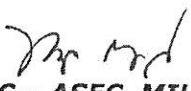
NOW, THEREFORE, foregoing premises considered, WE, the Members of the DOT Bids and Awards Committee, hereby **Resolve**, as it is hereby **Resolved**:

- 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 Supply and Delivery of Purified Drinking Water with Free Use of Hot and Cold Dispensers for the Department of Tourism; and
- b) To declare **Golden Tiger Water Refilling Station (AQUABEST)** as the **Single Calculated and Responsive Bid (SCRB)** and to award the contract for the Supply and Delivery of Purified Drinking Water with Free Use of Hot and Cold Dispensers for the Department of Tourism, in the total amount **ONE HUNDRED FIFTY-FOUR THOUSAND PESOS (PhP154, 000.00)**, inclusive of all applicable taxes;
- c) To recommend for approval by the Secretary of Tourism the foregoing findings.


Resolved this 1st day of March 2022.

Recommending Approval:


OIC - USEC. REYNALDO L. CHING
BAC Chairperson


OIC - ASEC. MILAGROS Y. SAY
BAC Vice Chairperson


(on leave)
MR. RAYMUND GLEN A. AGUSTIN
BAC Member


MS. ERNESTINNE S. DEMACILID
BAC Member


ATTY. JENNIFER A. OLBA
BAC Member

By Authority of the Secretary
(Department Order No. 2022-025)

☒ **APPROVED** ☐ **DISAPPROVED:**


ENGR. CHRISTOPHER V. MORALES
OIC-Undersecretary for Tourism Regulation,
Coordination and Resource Generation