



PhilGEPS

Philippine Government Electronic Procurement System

Central Portal for
Philippine Government
Procurement Opportunities

Award Notice Abstract (Ref No.: 3366238)

Status: Updated

Reference Number: 8208299 Control Number: RFQ No. 2021 - 11 - 0186 Bid Notice Title: Procurement of Services of a Air Travel and/or Tourism Data Provider for the Subscription to Online Aviation Market Intelligence Data Approved Budget: Php1,000,000.00 Procurement Mode: Negotiated Procurement - Small Value Procurement (Sec. 53.9) Classification: Goods Category: 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: 3 Month/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 : FORWARD DATA, S.L. Address : Paseo Alameda, 48; B 1-2 Spain Contact Person : Jose Joaquin Serra Designation : Chief Financial Officer <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>Services, Procurement of Services of a Air Travel and/or Tourism Data Provider for the Subscription to Online Aviation Market Intelligence Data, 80141509, 1, Lot</td><td>Php1,000,000.00</td></tr> </tbody> </table> Reason for Award : Single Calculated and Responsive Bid	Line Item			#	Product/Service/Project Name	Budget	1	Services, Procurement of Services of a Air Travel and/or Tourism Data Provider for the Subscription to Online Aviation Market Intelligence Data, 80141509, 1, Lot	Php1,000,000.00	Award Type: Award Notice Contract Amount: Php1,000,000.00 Award Date: 23-Nov-2021 Publish Date: 08-Dec-2021 Date Last Updated: 22-Feb-2022 Contract Number: 21-00253 Proceed Date: 31-Dec-2021 Contract Effectivity Date: 01-Jan-2022 Contract End Date: 31-Mar-2022 Created By: John Paulo Samonte Francisco Date Created: 08-Dec-2021 Approver: View Documents: 4
Line Item											
#	Product/Service/Project Name	Budget									
1	Services, Procurement of Services of a Air Travel and/or Tourism Data Provider for the Subscription to Online Aviation Market Intelligence Data, 80141509, 1, Lot	Php1,000,000.00									

Service Contract***Subscription to Online Aviation Data*****KNOW ALL MEN BY THESE PRESENTS:**

That this Agreement, made and entered into this 30th of December 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, **WOODROW C. MAQUILING, JR.**, of legal age, Filipino and hereinafter referred to as the **FIRST PARTY**;

and

FORWARD DATA S.L. is a private entity duly existing by virtue of Philippine laws with office address at Paseo Alameda, 48 B 1-2, 46023 Valencia, Spain herein represented by its CEO, **OLIVIER JAGER** 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 mandated to conceptualize and develop new products which will enhance tourism sites and facilities;

WHEREAS, pursuant to the above, the **FIRST PARTY**, through its Office of Product and Market Development - Route Development, intends to acquire vital and up-to-date aviation analytical data tools to monitor movement to and within the Philippines, and to gather and analyze pertinent aviation data on the Philippines and its competitor countries that will enable DOT to formulate a Route Development Strategy aimed at enhancing long-term growth for Philippine international gateways and destinations;

WHEREAS, the **FIRST PARTY** needs subscription to online platform for airline and airport market intelligence data (*the "Subscription"*);

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** is a duly registered member of the Philippine Government Electronic Procurement System (PhilGEPS) that 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, through **BAC Resolution No. 2021-242** 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 provide:

A. Up-to-date air travel data, which includes the following:

1. Air Capacity Module

- Seasonality and scheduling of reports
- Future seat capacity and historical capacity
- Ability to reflect on adjusted airline schedules due to the COVID-19 pandemic

2. Air Travel Module

- Ability to report on air travel ticket bookings.
- Ability to provide a monthly/quarterly/annually comparison report by route/ country/ region
- Ability to report on estimated worldwide flown traffic and fares data.
- Ability to report on total market size
- Identification of unserved routes
- Additional features which are appreciated but not strictly required:
 - Ability to forecast short-mid-long term air travel performance.
 - Forward booking data

B. Air Capacity Database update frequency and latency should be refreshed at least on a monthly basis.

C. High quality onboard introduction and training, and customer support for DOT staff in the use of the online platforms. Accessible to at least thirteen (13) concurrent users.

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. **INCORPORATION AND CONFLICT OF TERMS.** The Forward Keys Service Order and Forward Data Service Subscription Agreement are hereby incorporated in this Agreement as if set out in full. In case any provision in Forward Keys Service Order or Forward Data Service Subscription Agreement conflicts with any provision in this Agreement, the provisions of this Agreement shall prevail.
3. **EFFECTIVITY AND TERM.** This Agreement shall be effective for a period of two and a half (2.5) months from receipt of Notice of Award
4. **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 **Eight Hundred Thirty-Three Thousand Three Hundred Thirty-Three Pesos and 33/100 (PhP 833,333.33)** for the total actual cost of services rendered inclusive of VAT and other taxes.
5. **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.
6. **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

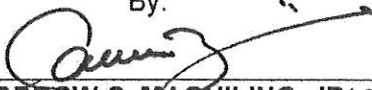
services scheduled for delivery for every day of delay. The **FIRST PARTY** need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due or which may become due to the **SECOND PARTY**, or collected from any securities or warranties 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.

7. **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** in accordance with the terms set out in clause 8.1 of the Forward Data Service Subscription Agreement.
8. **CONFIDENTIALITY AGREEMENT.** The **SECOND PARTY** shall not, at any time during the term of Contract and thereafter, use or disclose any confidential information concerning the affairs of the **FIRST PARTY** which the **SECOND PARTY** may have acquired in the course of or as an incident to the Contract without the prior written consent of **FIRST PARTY**.
9. **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*.
10. **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.
11. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines.
12. **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:



WOODROW C. MAQUILING, JR.
Undersecretary for Tourism Development

FORWARD DATA S.L.

By:

OLIVIER JAGER
CEO


Signed in the presence of:




XIMO SERRA
Finance Director

21-00253

FUNDS AVAILABLE:



Mr. ROMAN G. BERSAMIRA
Chief Accountant, DOT

ACKNOWLEDGEMENT

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

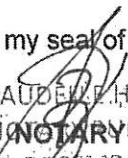
On this 31st day of December, 2021 personally appeared before me, a Notary Public in and for the City of Makati, the following persons:

Name	Government ID	Date Issued	Place Issued
Woodrow C. Maquiling, Jr.	<u>PN# 50017657A</u>		
Olivier Jager	14AT94459	29/04/2024	FRANCE

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. 253
Page No. 57
Book No. III
Series of 2021


ATTY. AUDELLE H. ZAMORA
NOTARY PUBLIC
UNTL DECEMBER, 2021
PENTHOUSE, LEGAL AFFAIRS SERVICE, DOT BLDG
PTR NO. 8144622 - 1/13/20 - MAKATI CITY
JBP LIFETIME MEMBER 04646 / MAKATI CITY
ROLL NO. 44115 MCLE VI-0024349



**BAC Resolution Declaring Single Calculated and Responsive Bid (SCRB)
and Recommending Award for the Procurement of Air Travel and/or
Tourism Data Provider for the Subscription to Online Aviation Data
(RFQ No. 2021 - 11 - 0186)**

Resolution No. 2021 - 242

WHEREAS, the Department of Tourism (DOT), through the Procurement Management Division (PMD), posted the Request for Quotation (RFQ) for the Procurement of Air Travel and/or Tourism Data Provider for the Subscription to Online Aviation Data, in the PhilGEPS website and DOT website continuously for at least four (4) calendar days, starting on 19 November 2021, and the deadline for the submission of quotations was set on 22 November 2021. The Approved Budget for the Contract (ABC) is One Million Pesos (PhP1,000,000.00). A copy of the PhilGEPS posting is hereto attached, marked as **Annex "A"**, and made an integral part hereof;

WHEREAS, three (3) known service 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, in response to the said posting and invitation, only one (1) bidder submitted its quotation within the set deadline for the submission of quotations on 22 November 2021;

WHEREAS, upon evaluation, below is the findings;

Name of Bidder	Bid Amount (As Read)	Findings
Forward Data S.L	PhP1,000,000.00	Eligible

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

Name of Bidder	Bid Amount (As Calculated)	Ranking
Forward Data S.L	PhP1,000,000.00	Single Calculated Bid (SCB)

WHEREAS, upon due evaluation and careful examination of the quotation submitted by **FORWARD DATA S.L**, 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.

Maria Alpha 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 Air Travel and/or Tourism Data Provider for the Subscription to Online Aviation Data; and
- b) To declare **FORWARD DATA S.L** as the **Single Calculated and Responsive Bid (SCRB)** and to award the contract for the Procurement of Air Travel and/or Tourism Data Provider for the Subscription to Online Aviation Data, in the total amount **ONE MILLION PESOS (Php1,000,000.00)**, inclusive of all applicable taxes;

- c) To recommend for approval by the Secretary of Tourism the foregoing findings.

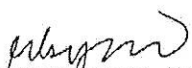
Resolved this 23rd day of November 2021.

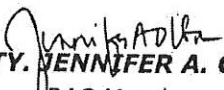
Recommending Approval:


OIC - USEC. REYNALDO L. CHING
BAC Chairperson


OIC - ASEC. MILAGROS Y. SAY
BAC Vice Chairperson

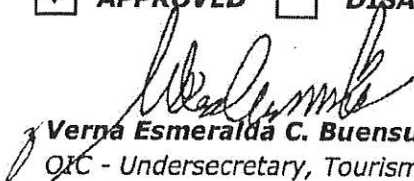

MR. RAYMUND GLEN A. AGUSTIN
Member



MS. ERNESTINNE S. DEMACID
BAC Member


ATTY. JENNIFER A. OLBA
BAC Member

By Authority of the Secretary
(Department Order No. 2021-077)

☒ **APPROVED** ☐ **DISAPPROVED:**


Verna Esmeralda C. Buensuceso
OIC - Undersecretary, Tourism Development

CERTIFIED TRUE COPY
Procurement Mgt. Div.

Maria Alma O. Almazan