



# PhilGEPS

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Philippine Government  
Procurement Opportunities

Award Notice Abstract (Ref No.: 3288800)

Status: Updated

<b>Reference Number:</b> 8063570  <b>Control Number:</b> RFQ No. 2021 - 10 - 0125  <b>Bid Notice Title:</b> Procurement of Services of a DOT-Accredited Tour Operator for the Conduct of Site Validation of the National Accommodation Standards in the National Capital Region  <b>Approved Budget:</b> Php73,000.00  <b>Procurement Mode:</b> Negotiated Procurement - Small Value Procurement (Sec. 53.9)  <b>Classification:</b> Goods  <b>Category:</b> Travel, Food, Lodging and Entertainment Services  <b>Applicable Procurement Rules:</b> Implementing Rules and Regulations  <b>Funding Source:</b> Government of the Philippines (GOP)  <b>Funding Instrument:</b> General Appropriations Act  <b>Area of Delivery:</b> Metro Manila  <b>Delivery Period:</b> 2 Day/s  <b>Contact Person:</b> John Paulo Francisco	<b>DEPARTMENT OF TOURISM</b> 351 Sen. Gil Puyat Avenue Makati City Metro Manila, NCR, Philippines  <b>Awardee :</b> ANNSET HOLIDAYS, INC. <b>Address :</b> Unit 206 The Manila Residences Tower II, 2310 Taft Avenue, Malate Manila Metro Manila, NCR, Philippines  <b>Tour Operator</b> <b>Contact Person :</b> Brenda Bodegon Consul <b>Designation :</b> 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 Site Validation of the National Accommodation Standards in the National Capital Region, 90000000, 1, Lot</td><td>Php73,000.00</td></tr> </tbody> </table> <b>Reason for Award :</b> 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 Site Validation of the National Accommodation Standards in the National Capital Region, 90000000, 1, Lot	Php73,000.00	<b>Award Type:</b> Award Notice  <b>Contract Amount:</b> Php63,647.00  <b>Award Date:</b> 12-Oct-2021  <b>Publish Date:</b> 20-Oct-2021  <b>Date Last Updated:</b> 17-Feb-2022  <b>Contract Number:</b> 21-00214  <b>Proceed Date:</b> 23-Nov-2021  <b>Contract Effectivity Date:</b> 24-Nov-2021  <b>Contract End Date:</b> 25-Nov-2021  <b>Created By:</b> John Paulo Samonte Francisco  <b>Date Created:</b> 20-Oct-2021  <b>Approver:</b>   <b>View Documents:</b> 4
Line Item											
#	Product/Service/Project Name	Budget									
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2/23/22, 9:15 PM

PhilGEPS

**Created By:**

John Paulo Francisco



**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 Site Validation of the National Accommodation Standards in the National Capital Region (RFQ No. 2021 - 10 - 0125)**

**Resolution No. 2021 - 177**

**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 Site Validation of the National Accommodation Standards in the National Capital Region to be held on 24 - 25 November 2021, in the PhilGEPS website and DOT website continuously for at least four (4) calendar days, starting on 08 October 2021, and the deadline for the submission of quotations was set on 11 October 2021. The Approved Budget for the Contract (ABC) is Seventy - Three Thousand Pesos (PhP73, 000.00). A copy of the PhilGEPS posting is hereto attached, marked as **Annex "A"**, and made an integral part hereof;

**WHEREAS**, five (5) 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 11 October 2021;

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


<b>Name of Bidder</b>	<b>Bid Amount (As Read)</b>	<b>Findings</b>
<i>Annset Holidays, Inc.</i>	<i>PhP63, 647.00</i>	<i>Eligible</i>

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

<b>Name of Bidder</b>	<b>Bid Amount (As Calculated)</b>	<b>Ranking</b>
<i>Annset Holidays, Inc.</i>	<i>PhP63, 647.00</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 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 Alma 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 DOT-Accredited Tour Operator for the Conduct of Site Validation of the National Accommodation Standards in the National Capital Region to be held on 24 - 25 November 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 DOT-Accredited Tour Operator for the Conduct of Site Validation of the National Accommodation Standards in the National Capital Region to be held on 24 - 25 November 2021, in the total amount **SIXTY - THREE THOUSAND SIX HUNDRED FORTY - SEVEN PESOS (Php63 ,647.00)**, inclusive of all applicable taxes;
- c) To recommend for approval by the Secretary of Tourism the foregoing findings.


Resolved this 11<sup>th</sup> day of October 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. DEMACLID**  
BAC Member

  
**ATTY. JENNIFER A. OLBA**  
BAC Member

**By Authority of the Secretary**  
**(Department Order No. 2021-071)**

☒ **APPROVED** ☐ **DISAPPROVED:**

  
**CHRISTOPHER V. MORALES**

Assistant Secretary, Regional Operations, Coordination, and Tourism Standards and Regulation (ROCTSR)

21-00214

**SERVICE CONTRACT**  
**Ground Handling Services**

**KNOW ALL MEN BY THESE PRESENTS:**

That this Agreement, made and entered into this 03 NOVEMBER 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 Assistant Secretary for Regional Operations, Coordination, and Tourism Standards and Regulation, **MR. CHRISTOPHER V. MORALES**, 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, Taft Avenue, Malate, Manila, Metro Manila, NCR, Philippines [Complete Office Address], represented by its Director for Sales & 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**, through its *Office of Tourism Standards and Regulation (OTSR)*, is mandated to formulate and enforce standards for the operation and maintenance of tourism enterprises, prescribing minimum and progressive levels of operating quality and efficiency consistent with local and international standards;

perspective in the 'New Normal.'

**WHEREAS**, pursuant to the above, the **FIRST PARTY** will conduct a Site Validation of the National Accommodation Standards (NAS) (the "**Site Validation**") in the National Capital Region (NCR) on 24-25 November 2021;

**WHEREAS**, the **FIRST PARTY** is in need of a DOT-Accredited Tour Operator to provide ground handling services which will comprise of transportation and meal requirements for the conduct of the Site Validation;

**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, through **BAC Resolution No. 2021-177** 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);

LAS

Manuel

G. B. B.

21-00214  
NOW, THEREFORE, based on the foregoing, the **PARTIES** hereby agree as follows:

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

A. Transportation

- 2 Vans for 5 passengers each
- For 24 to 25 November 2021 (whole day use)
- Inclusive of gasoline, toll and parking fees, RT-PCR test and meals of drivers

B. Meals

- Lunch and Dinner for 10 pax (24 to 25 November 2021)

Details of the above 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. **EFFECTIVITY AND TERM.** This Agreement shall be effective from the date of execution up to 30 November 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 **Sixty-Three Thousand Six Hundred Forty-Seven Pesos (PhP63,647.00)** 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*.

*Manuel*  
*G. J. J. J.*




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.

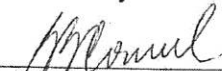
**DEPARTMENT OF TOURISM**

By:

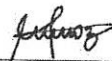
  
**Mr. Christopher V. Morales**  
 Assistant Secretary  
 Regional Operations, Coordination, and  
 Tourism Standards and Regulation

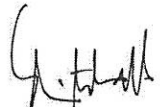
**ANNSET HOLIDAYS INC.**

By:


  
**Ms. Brenda B. Consul**  
 Director  
 Sales and Marketing

Signed in the presence of:

  
**JENNIFER B. RUCIO**

  
**NERIA A. TRASLADO - ACCOUNT OFFICER**

**FUNDS AVAILABLE:**

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

**ACKNOWLEDGEMENT**

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

On this 10<sup>th</sup> day of December, 2021 personally appeared before me, a Notary Public in and for the City of makati, the following persons:

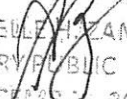
Name	Government ID	Date Issued	Place Issued
Assistant Secretary Christopher V. Morales	<u>Pp# P26939708</u>		
Ms. Brenda B. Consul	<u>SSS ID 03-7004862-Y</u>		

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 H. ZAMORA  
 NOTARY PUBLIC  
 UNTL DECEMBER 2021

PENTHOUSE, LEGAL AFFAIRS SERVICE, DOT BLDG  
 PTR NO. 8144622 - 1/15/20 - MAKATI CITY  
 IBP LIFETIME MEMBER 03696 / MAKATI CITY  
 ROLL NO. 44115 MCE 145-COS-2021-155-VIR