



PhilGEPS

Philippine Government Electronic Procurement System

Central Portal for
Philippine Government
Procurement Opportunities

Award Notice Abstract (Ref No.: 3288723)

Status: Updated

Reference Number: 8035253 Control Number: RFQ No. 2021 - 09 - 0113 Bid Notice Title: Procurement of Services of a DOT-Accredited Tour Operator for the Conduct of Kain Na! Food and Travel Festival "Traveling Flavors" Approved Budget: Php633,200.00 Procurement Mode: Negotiated Procurement - Small Value Procurement (Sec. 53.9) Classification: Goods Category: Travel, Food, Lodging and Entertainment 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: 5 Day/s Contact Person: John Paulo Francisco	DEPARTMENT OF TOURISM 351 Sen. Gil Puyat Avenue Makati City Metro Manila, NCR, Philippines Awardee : JUAN PASYALAN TRAVEL AND TOURS Address : 1045 ME, PADRE BURGOS STREET, BARANGAY UNO Cabuyao Laguna, Region IV-A, Philippines Tour Operator Contact Person : REBECCA CARTAÑO LANDICHO Designation : OWNER <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 Kain Na! Food and Travel Festival "Traveling Flavors", 900000000, 1, Lot</td><td>Php633,200.00</td></tr> </tbody> </table> Reason for Award : Lowest Calculated and Responsive Bid (LCRB)	Line Item			#	Product/Service/Project Name	Budget	1	Tour Operator, Procurement of Services of a DOT-Accredited Tour Operator for the Conduct of Kain Na! Food and Travel Festival "Traveling Flavors", 900000000, 1, Lot	Php633,200.00	Award Type: Award Notice Contract Amount: Php603,000.00 Award Date: 05-Oct-2021 Publish Date: 20-Oct-2021 Date Last Updated: 16-Feb-2022 Contract Number: 21-00232 Proceed Date: 08-Dec-2021 Contract Effectivity Date: 09-Dec-2021 Contract End Date: 13-Dec-2021 Created By: John Paulo Samonte Francisco Date Created: 20-Oct-2021 Approver: View Documents: 4
Line Item											
#	Product/Service/Project Name	Budget									
1	Tour Operator, Procurement of Services of a DOT-Accredited Tour Operator for the Conduct of Kain Na! Food and Travel Festival "Traveling Flavors", 900000000, 1, Lot	Php633,200.00									

Created By:

John Paulo Francisco



**BAC Resolution Declaring Lowest Calculated and Responsive Bid (LCRB)
and Recommending Award for the Procurement of Services of a DOT-
Accredited Tour Operator for the Conduct of Kain Na! Food and Travel
Festival - "Traveling Flavor"
(RFQ No. 2021 - 09 - 0113)**

Resolution No. 2021 - 175

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 Kain Na! Food and Travel Festival - "Traveling Flavors" to be held on 28 October to 01 November 2021 in Ayala Malls Serin, Tagaytay, in the PhilGEPS website and DOT website continuously for at least six (6) calendar days, starting on 29 September 2021, and the deadline for the submission of quotations was set on 04 October 2021. The Approved Budget for the Contract (ABC) is Six Hundred Thirty - Three Thousand Two Hundred Pesos (PhP633, 200.00). 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, five (5) bidders submitted their quotations within the set deadline for the submission of quotations on 04 October 2021;

WHEREAS, upon evaluation, below are the findings;

Name of Bidder	Bid Amount (As Read)	Findings
Annset Holidays, Inc.	PhP600, 613.00	Did not specify the name of hotel.
Juan Pasyalan Travel and Tours	PhP603, 000.00	Eligible
Shroff International Travel Care, Inc.	PhP610, 470.00	Eligible
Lifestyle Philippines E-Comm Inc.	PhP611, 899.00	Rates and taxes are subject to change without prior notice which is not complying with Terms of Reference.
CCT. 168 Travel and Tours Corporation	PhP621, 400.00	Eligible

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

Name of Bidder	Bid Amount (As Calculated)	Ranking
Juan Pasyalan Travel and Tours	PhP603, 000.00	Lowest Calculated Bid (LCB)
Shroff International Travel Care, Inc.	PhP610, 470.00	2 nd LCB
CCT. 168 Travel and Tours Corporation	PhP621, 400.00	3 rd LCB

CERTIFIED TRUE COPY!
Procurement Mgt. Div.

Norjannah P. Lutman

WHEREAS, upon due evaluation and careful examination of the quotation submitted by **JUAN PASYALAN TRAVEL AND TOURS**, being the bidder with the **Lowest Calculated Bid (LCB)**, 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 Procurement of Services of a DOT-Accredited Tour Operator for the Conduct of Kain Na! Food and Travel Festival - "Traveling Flavors" to be held on 28 October to 01 November 2021 in Ayala Malls Serin, Tagaytay; and
- b) To declare **JUAN PASYALAN TRAVEL AND TOURS** as the **Lowest Calculated and Responsive Bid (LCRB)** and to award the contract for the Procurement of Services of a DOT-Accredited Tour Operator for the Conduct of Kain Na! Food and Travel Festival - "Traveling Flavors" to be held on 28 October to 01 November 2021 in Ayala Malls Serin, Tagaytay, in the total amount of **SIX HUNDRED THREE THOUSAND PESOS (Php603, 000.00)**, inclusive of all applicable taxes;
- c) To recommend for approval by the Secretary of Tourism the foregoing findings.

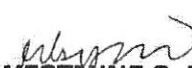
Resolved this 04th day of October 2021.

Recommending Approval:


OIC - USEC. REYNALDO L. CHING
BAC Chairperson


OIC - ASEC. MILAGROS Y. SAY
BAC Vice Chairperson

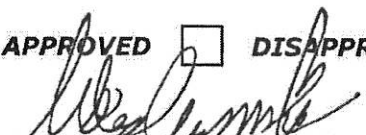

MR. RAYMUND GLEN A. AGUSTIN
Member


MS. ERNESTINNE S. DEMACLIID
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

21-00232

SERVICE CONTRACT

Ground Handling Services

KNOW ALL MEN BY THESE PRESENTS:

That this Agreement, made and entered into this DEC 03 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

JUAN PASYALAN TRAVEL AND TOURS is a private corporation existing and duly registered under the laws of the Philippines, with office address at 1045 ME P Burgos St., Brgy. Uno, Cabuyao, Laguna, Region IV-A, Philippines, represented by its Managing Director, **MR. BENEDICTO C. LANDICHO JR.** 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 the Office of Product and Market Development (OPMD) shall encourage and promote joint undertakings with the private sector for the development of new tourism-related products and programs;

WHEREAS, pursuant to the above and to promote the Philippines as a center of food and gastronomy, the **FIRST PARTY** will conduct the *KAIN NA! Food and Travel Festival "Traveling Flavors"* (the "**Event**") in Ayala Malls Serin, Tagaytay.

WHEREAS, the **FIRST PARTY** is in need of a DOT-Accredited Tour Operator to provide ground handling services which will comprise of transport services, accommodation, meals, tokens, etc. for the conduct of the hybrid activities of the Event initially scheduled from 28 October to 01 November 2021, but re-scheduled to **09 to 13 December 2021** in view of the travel and events restrictions from the rising COVID-19 cases and quarantine classifications of Cavite province;

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. 2021-175** has declared the **SECOND PARTY** to be the bidder with the Lowest Calculated and Responsive Bid (LCRB) as its quotation was found to be compliant and responsive to the terms indicated in the Technical Specifications;

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

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

- A. Transportation
 - 3 Vans with drivers and 1 coordinator
 - From 09 to 13 December 2021
 - Includes toll, parking and entrance fees;
- B. Accommodations
 - Seven (7) Single Occupancy rooms from 09 to 13 December 2021
 - Inclusive of breakfast
- C. Meals
 - 1. For Secretariat
 - 09-13 December - Lunch for 10 pax
 - 09-13 December - Dinner for 10 pax
 - 2. For VIPs, guests, and media representatives on Opening Day on 09 December 2021.
 - Set lunch for 60 pax
- D. Tokens and on-site supplies and materials
- E. Central Setting
 - Food Tourism Reboot- themed setting featuring exhibitors' products
- F. Other requirements including RT-PCR testing for 7 pax (pre and post-event tests)

Details of the above including the other duties and responsibilities of the **SECOND PARTY** are indicated in the attached **Technical Specifications**, which forms an integral part of this contract.

- 2. **EFFECTIVITY AND TERM.** This Agreement shall be effective from the date of execution up to 13 December 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 **Six Hundred Three Thousand Pesos (Php603,000.00)** 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 every completed test upon 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

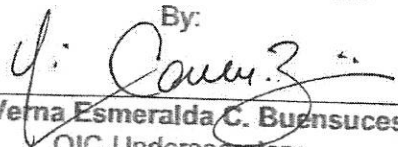
and all liabilities, losses, damages, injuries, including death, claims, demands, suits, proceeding, judgments, awards, fines, penalties and all expenses, legal or otherwise of whatever kind or nature arising from and by reason of this Agreement, due to the fault, negligence, act, act omission, delays, 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*.
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.

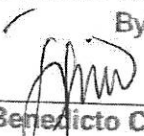
DEPARTMENT OF TOURISM

By:

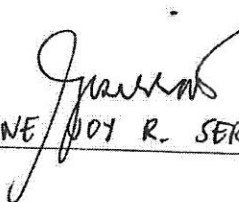

Ms. Verna Esmeralda C. Buensuceso
OIC-Undersecretary
Tourism Development

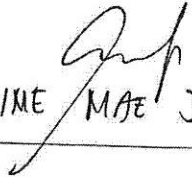
JUAN PASYALAN TRAVEL AND TOURS

By:

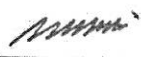

Mr. Benedicto C. Landicho Jr.
Managing Director

Signed in the presence of:


ELAINE JOY R. SERRANO


CYRINE MAE JAINIGUE

FUNDS AVAILABLE:


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

ACKNOWLEDGEMENT

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

On this 21st 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
OIC-Undersecretary Verna Esmeralda C. Buensuceso	Passport No. S0015381A	22 May 2019	DFA Manila
Mr. Benedicto C. Landicho Jr.	Passport No. P7526788A	13 Jun 2018	DFA Manila

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. 223
Page No. 45
Book No. 11
Series of 2021

NOTARY PUBLIC

ATTY. AUDELLE H. ZAMORA
NOTARY PUBLIC
UNTIL DECEMBER 2021
PENTHOUSE, LEGAL AFFAIRS SERVICE, DOT BLDG
PTR NO. 8144621 - 1/15/20 - MAKATI CITY
IBP LIFETIME MEMBER 04646 / MAKATI CITY
ROLL NO. 4-115 MCLE VI-C024349