



PhilGEPS

Philippine Government Electronic Procurement System

Central Portal for
Philippine Government
Procurement Opportunities

Award Notice Abstract (Ref No.: 3278587)

Status: Updated

Reference Number: 7927412 Control Number: 2021 - 08 - 0085 Bid Notice Title: Procurement of Service Provider for the Conduct of CY 2021 On-Site Mandatory Drug Testing Program for all Department of Tourism (DOT) Officials and Employees Approved Budget: Php392,430.00 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: Metro Manila Delivery Period: 0 Day/s Contact Person: John Paulo Francisco	<p align="center">DEPARTMENT OF TOURISM</p> <p align="center">351 Sen. Gil Puyat Avenue Makati City Metro Manila, NCR, Philippines</p> <p align="center">Service Provider</p> <table border="0"> <tr> <td>Awardee : BEST DIAGNOSTIC CORPORATION</td> <td>Contact Person : Nicole Antoniette S. Balisi</td> </tr> <tr> <td>Address : 94 Masikap Extension, Brgy. Central, Diliman Quezon City Metro Manila, NCR, Maketing Manager Philippines</td> <td>Designation :</td> </tr> </table> <table border="1"> <thead> <tr> <th align="left" colspan="3">Line Item</th> </tr> <tr> <th align="center">#</th> <th align="center">Product/Service/Project Name</th> <th align="center">Budget</th> </tr> </thead> <tbody> <tr> <td align="center">1</td> <td>Service Provider, Procurement of Service Provider for the Conduct of CY 2021 On-Site Mandatory Drug Testing Program for all Department of Tourism (DOT) Officials and Employees, 85111617, 1, Lot</td> <td align="right">Php392,430.00</td> </tr> </tbody> </table> Reason for Award : Single Calculated and Responsive Bid (SCRB)	Awardee : BEST DIAGNOSTIC CORPORATION	Contact Person : Nicole Antoniette S. Balisi	Address : 94 Masikap Extension, Brgy. Central, Diliman Quezon City Metro Manila, NCR, Maketing Manager Philippines	Designation :	Line Item			#	Product/Service/Project Name	Budget	1	Service Provider, Procurement of Service Provider for the Conduct of CY 2021 On-Site Mandatory Drug Testing Program for all Department of Tourism (DOT) Officials and Employees, 85111617, 1, Lot	Php392,430.00	Award Type: Award Notice Contract Amount: Php381,000.00 Award Date: 23-Aug-2021 Publish Date: 13-Oct-2021 Date Last Updated: 16-Feb-2022 Contract Number: 21 - 00189 Proceed Date: 06-Dec-2021 Contract Effectivity Date: 06-Dec-2021 Contract End Date: 09-Dec-2021 Created By: John Paulo Samonte Francisco Date Created: 13-Oct-2021 Approver: View Documents: 4
Awardee : BEST DIAGNOSTIC CORPORATION	Contact Person : Nicole Antoniette S. Balisi														
Address : 94 Masikap Extension, Brgy. Central, Diliman Quezon City Metro Manila, NCR, Maketing Manager Philippines	Designation :														
Line Item															
#	Product/Service/Project Name	Budget													
1	Service Provider, Procurement of Service Provider for the Conduct of CY 2021 On-Site Mandatory Drug Testing Program for all Department of Tourism (DOT) Officials and Employees, 85111617, 1, Lot	Php392,430.00													

2/24/22, 1:58 PM

PhilGEPS

Created By:

John Paulo Francisco



**BAC Resolution Declaring Single Calculated and Responsive Bid (SCRB)
and Recommending Award for the Procurement of Service Provider to
Conduct On-Site Mandatory Drug Testing Program for all Department of
Tourism (DOT) Officials and Employees
(RFQ No. 2021 - 08 - 0085)**

Resolution No. 2021 - 136

WHEREAS, the Department of Tourism (DOT), through the Procurement Management Division (PMD), posted the Request for Quotation (RFQ) for the Procurement of Service Provider to Conduct On-Site Mandatory Drug Testing Program for all Department of Tourism (DOT) Officials and Employees, in the PhilGEPS website and DOT website continuously for at least four (4) calendar days, starting on 17 August 2021, and the deadline for the submission of quotations was set on 20 August 2021. The Approved Budget for the Contract (ABC) is Three Hundred Ninety - Two Thousand Four Hundred Thirty Philippine Pesos (PhP392, 430.00). A copy of the PhilGEPS posting is hereto attached, marked as Annex "A", and made an integral part hereof;

WHEREAS, four (4) 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, two (2) prospective bidders submitted their quotations within the set deadline for the submission of quotations on 20 August 2021;

WHEREAS, upon evaluation, below are the findings;

Name of Bidder	Bid Amount (As Read)	Findings
Clearbridge Medical Philippines, Inc.	PhP349, 250.00	• The company has catered to three (3) government agencies but did not submit certificate of satisfactory completion.
Best Diagnostic Corporation	PhP381, 000.00	
		Eligible

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

Name of Bidder	Bid Amount (As Calculated)	Ranking
Best Diagnostic Corporation	PhP381, 000.00	Single Calculated Bid (SCB)

WHEREAS, upon due evaluation and careful examination of the quotation submitted by **BEST DIAGNOSTIC CORPORATION**, 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 Service Provider to Conduct On-Site Mandatory Drug Testing Program for all Department of Tourism (DOT) Officials and Employees; and
 - b) To declare **BEST DIAGNOSTIC CORPORATION** as the **Single Calculated and Responsive Bid (SCRB)** and to award the contract for the Procurement of Service Provider to Conduct On-Site Mandatory Drug Testing Program for all Department of Tourism (DOT) Officials and Employees, in the total amount **THREE HUNDRED EIGHTY – ONE THOUSAND PESOS (PhP381, 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 August 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. 2021-077 dated 26 August 2021)

☒ **APPROVED** ☐ **DISAPPROVED:**


CHRISTOPHER V. MORALES

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

21-00189

SERVICE CONTRACT

CY 2021 On-Site Mandatory Drug Testing Program

KNOW ALL MEN BY THESE PRESENTS:

That this Agreement, made and entered into this NOV 10 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-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

BEST DIAGNOSTIC CORPORATION is a private corporation existing and duly registered under the laws of the Philippines, with office address at 94 Masikap Extension, Barangay Central, Diliman, Quezon City, Metro Manila, NCR, represented by its Marketing Representative, **MS. ABIGAIL L. SANTOS** 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 Civil Service Commission (CSC) promulgated Resolution No. 1700653 dated 15 March 2017 to prescribe the guidelines in the mandatory random drug test for public officials and employees to ensure that government service shall be drug-free as provided by the Comprehensive Dangerous Drugs Act of 2002;

WHEREAS, the **FIRST PARTY** issued Department Order No. 2017-49 entitled Drug Free Workplace Policies and Programs for DOT which provides for the conduct of drug tests of all officials and employees of the DOT Head Office, Regional Offices and Foreign Offices, to include permanent, temporary, coterminous, contractual and job-order or contract of service personnel;

WHEREAS, pursuant to the above, the **FIRST PARTY**, will conduct the *CY 2021 On-Site Mandatory Drug Testing Program for all Department of Tourism (DOT) Officials and Employees (the "Drug Testing Program")* in the Central Office, Region IV-B and NCR Region;

WHEREAS, the Drug Testing Program will be scheduled from 24 to 25 November 2021 and 06 to 09 December at the Department of Tourism Central Office;

WHEREAS, pursuant to the above, the **FIRST PARTY** is in need of a Department of Health (DOH) and Food and Drug Administration (FDA) accredited Drug Testing Laboratory to undertake the drug testing of its officials and employees;

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. 2021-136** 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);

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

1. **SERVICES.** The **SECOND PARTY** hereby agrees to:
 - a. Conduct Drug Testing Examinations for Methamphetamine, Tetrahydrocannabinol, Cocaine and Ecstasy with Confirmatory Tests for 635 personnel from Central Office, Region IV-B, and NCR Region of the Department of Tourism for six (6) working days for 110 pax per day;
 - b. Provide all the necessary supplies, materials, and equipment for the conduct/collection of specimen for Drug Testing;
 - c. Ensure the provision of DOH accredited Specimen Collectors, who are Medical Technologist and/or Nurses;
 - d. Submit the result both in paper and electronic copy to the **FIRST PARTY**'s Human Resource Division within five (5) days after completion.

Details of the of the above, including the other responsibilities of **SECOND PARTY** are indicated in the attached Terms of Reference, which forms are integral part of this contract.

2. **EFFECTIVITY AND TERM.** This Agreement shall be effective from the date of execution hereof until 31 December 2021.
3. **COST OF TESTS.** The cost of mandatory drug testing program shall be Php600.00 per employee with inclusion of the Confirmatory Test for those who will initially screen positive for drug testing.
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 or actual number of tests conducted/administered, but not to exceed **Three Hundred Eighty-One Thousand Pesos (Php381,000.00)** 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 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.

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** 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.
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 amicably 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. **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
*OIC-Assistant Secretary for Regional
 Operations, Coordination, and Tourism
 Standards and Regulation*

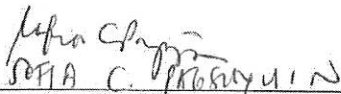
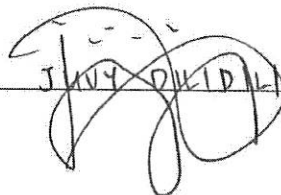
BEST DIAGNOSTIC CORPORATION

By:



Ms. Abigail L. Santos
Marketing Representative

Signed in the Presence of

FUNDS AVAILABLE:



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

ACKNOWLEDGEMENT

Republic of the Philippines) S.S
 City of Malabon

On this 24th day of November, 2021 personally appeared before me, a Notary Public in and for the City of Malabon, the following persons:

Name	Government ID	Date Issued	Place Issued
Mr. Christopher V. Morales	IP#2623950B		
Ms. Abigail L. Santos	776-797-631-000	April 16, 2021	Quezon City, Metro 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. 138
 Page No. 28
 Book No. III
 Series of 2021.

ATTY. AUDELLE H. MORAN
 NOTARY PUBLIC
 UNTIL DECEMBER 31, 2021
 PENTHOUSE, LEGAL AREA, SERVICE, 501 BLDG
 REG. NO. 83445 P.A. MALABON CITY
 IBP LIFETIME REGISTRATION NO. 16, MALABON CITY
 ROLL NO. 67115 MOLE 91-0024349