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Award Notice Abstract (Ref No.: 3168562)

Status: Updated

Reference Number: 7785802	DEPARTMENT OF TOURISM 351 Sen. Gil Puyat Avenue Makati City Metro Manila, NCR, Philippines		Award Type: Award Notice
Control Number: 2021 - 06 - 0059	Service Provider Awardee : CLEARBRIDGE MEDICAL PHILIPPINES INC. Contact Person : MONICA SHANE DE LUNA VALDORIA		Contract Amount: Php110,000.00
Bid Notice Title: Procurement of Service Provider to provide RT-PCR Testing for the conduct of Midterm Review and Assessment for the Regional Accreditation Officers.	Address : 33 V. LUNA AVENUE BRGY. PINYAHAN QUEZON CITY Quezon City Metro Manila, NCR, Philippines Designation : BUSINESS DEVELOPMENT OFFICER		Award Date: 26-Jun-2021
Approved Budget: Php200,000.00	Line Item		Publish Date: 22-Jul-2021
Procurement Mode: Negotiated Procurement - Small Value Procurement (Sec. 53.9)	#	Product/Service/Project Name	Budget
Classification: Goods	1	Service Provider, Procurement of Service Provider to provide RT-PCR Testing for the conduct of MidTerm Review and Assessment for the Regional Accreditation Officers., 85000000, 11, Package	Php110,000.00
Category: Services	Reason for Award : Single Calculated and Responsive Bid (SCRB)		Date Last Updated: 02-Aug-2021
Applicable Procurement Rules: Implementing Rules and Regulations			Contract Number: 21 - 00117
Funding Source: Government of the Philippines (GOP)			Proceed Date: 25-Jun-2021
Funding Instrument: General Appropriations Act			Contract Effectivity Date: 26-Jun-2021
Area of Delivery:			Contract End Date: 30-Jul-2021
Delivery Period: 0 Day/s			Created By: John Paulo Samonte Francisco
Contact Person: John Paulo Francisco			Date Created: 22-Jul-2021
			Approver:
			View Documents: 4

2/28/22, 9:58 AM

PhilGEPS

Created By:

John Paulo Francisco

21-00117

SERVICE CONTRACT

RT-PCR Testing

KNOW ALL MEN BY THESE PRESENTS:

That this Agreement, made and entered into this JUL 02 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

CLEARBRIDGE MEDICAL PHILIPPINES, INC. is a private corporation existing and duly registered under the laws of the Philippines, with office address at 33 V. Luna Ave., Quezon City, Metro Manila, NCR, Philippines, represented by its Sales Manager, **MR. RHOLIE JOHN A. REYES**, 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** is also mandated to ensure that personnel in the regional offices are equipped with the necessary knowledge and facility to implement the prescribed standards and classification of Primary and Secondary Tourism Enterprises;

WHEREAS, pursuant to its mandates, the **FIRST PARTY**, through the *Office of Tourism Standards and Regulation – Standards Monitoring and Enforcement Division (OTSR-SMED)*, will conduct the *Mid-Term Review and Assessment for the Regional Accreditation Officers* (the **"Mid-Term Review and Assessment"**) which aims to update and upgrade the skills of the Accreditation Officers and OTSR Officers on the latest standards, policies, current health and safety protocols, applications, technologies, practices and requirements on tourism accreditation and regulation and the National Accommodation Standards (NAS);

WHEREAS, the **FIRST PARTY** is in need of the services of the **SECOND PARTY** for the conduct of the Reverse Transcription Polymerase Chain Reaction (RT-PCR) Tests for the personnel of OTSR-SMED, officials, and invited resource speaker;

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- 073** 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 provide the following:
 - A. **LOT 1** Conduct of two (2) RT-PCR tests each for eleven (11) pax:
 - First test: Metro Manila - home service or private vehicle (Drive-thru)
 - Second test: Tagaytay-Batangas (venue or nearest testing center in Tagaytay-Batangas)
 - B. **LOT 2** Conduct of two (2) RT-PCR tests each for nine (9) pax:
 - First test: Metro Manila - home service or private vehicle (Drive-thru)
 - Second test: Tagaytay-Batangas (venue or nearest testing center in Tagaytay-Batangas)

Details of the technical requirements 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. **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 **Two Hundred Thousand Pesos Only (PhP200,000.00)** for the total actual cost of services rendered inclusive of VAT and other taxes.
3. **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.
4. **EFFECTIVITY AND TERM.** This Agreement shall be effective from the date of execution up to **30 July 2021**.
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.

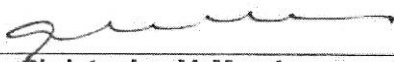
21-00117

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:

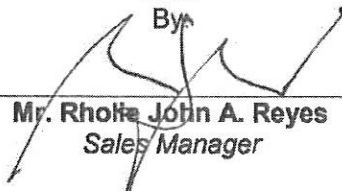

Mr. Christopher V. Morales
OIC-Assistant Secretary

Regional Operations, Coordination, and
Tourism Standards and Regulation

CLEARBRIDGE MEDICAL PHILIPPINES,

INC.

By:



Mr. Rhohe John A. Reyes
Sales Manager

Signed in the presence of:


VIRGILIO M. MAGUICAD


Cheramie G. Llarenas

FUNDS AVAILABLE:


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

21-00117

ACKNOWLEDGEMENT

Republic of the Philippines) S.S
City of Makati

On this 16th day of July, 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
Mr. Christopher V. Morales	<u>DOT ID# 200001</u>		
Mr. Rholie John A. Reyes	N04-15-016201	09/25/2017	Quezon City

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.

NOTARY PUBLIC

Doc. No. 365
Page No. 27
Book No. #
Series of 2021

ATTY. AUDEL R. ZAMORA
NOTARY PUBLIC
UNTL DECEMBER, 2021
PENTHOUSE, LEGAL AFFAIRS SERVICE, DOT BLDG
PTR NO. 8144622 - 1/15/20 - MAKATI CITY
IBP 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 Service Provider to
Conduct RT-PCR Testing in connection with Mid-Term Review and
Assessment for the Regional Accreditation Officers**

(RFQ No. 2021 – 06 – 0059)

Resolution No. 2021 - 073

WHEREAS, the Department of Tourism (DOT), through the Procurement Management Division (PMD), posted the Request for Proposal (RFP) for the Procurement of Service Provider to Conduct RT-PCR Testing in connection with Mid-Term Review and Assessment for the Regional Accreditation Officers, in the PhilGEPS website and DOT website continuously for at least four (4) calendar days, starting on 22 June 2021, and the deadline for the submission of proposals was set on 25 June 2021. A copy of the PhilGEPS posting is hereto attached, marked as **Annex "A"**, and made an integral part hereof;

WHEREAS, the Approved Budget for the Contract (ABC) is Two Hundred Thousand Pesos (PhP200, 000.00), classified into two (2) lots, as follows:

Lot Nos.	Particulars	ABC
1	Eleven (11) pax: 2 tests	PhP110, 000.00
2	Nine (9) pax: 2 tests	PhP90, 000.00

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 25 June 2021;

WHEREAS, upon evaluation, below are the findings;

Name of Bidder	Bid Amount (As Read)	Findings
Clearbridge Medical Philippines, Inc.	Lot No. 1 – PhP110, 000.00	Eligible
	Lot No. 2 – PhP90, 000.00	Eligible

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

Name of Bidder	Bid Amount (As Calculated)	Ranking
Clearbridge Medical Philippines, Inc.	Lot No. 1 – PhP110, 000.00	Single Calculated Bid (SCB)
	Lot No. 2 – PhP90, 000.00	Single Calculated Bid (SCB)

WHEREAS, upon due evaluation and careful examination of the quotation submitted by **CLEARBRIDGE MEDICAL PHILIPPINES, INC.**, being the bidder with the *Single Calculated Bid (SCB)* for Lot Nos. 1 and 2, 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 RT-PCR Testing in connection with Mid-Term Review and Assessment for the Regional Accreditation Officers; and
- b) To declare **CLEARBRIDGE MEDICAL PHILIPPINES, INC.** as the **Single Calculated and Responsive Bid (SCRB)** and to award the contract for the Procurement of Services of Online Training Provider for the Conduct of Meetings, Incentives, Conferences, and Events (M.I.C.E) Training and Certification Program, in the total amount of **TWO HUNDRED THOUSAND PESOS (PhP200, 000.00)**, inclusive of all applicable taxes, to wit:

Lot Nos.	Particulars	Amount
1	Eleven (11) pax: 2 tests	PhP110, 000.00
2	Nine (9) pax: 2 tests	PhP90, 000.00
GRAND TOTAL		PhP200, 000.00

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

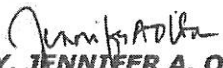
Resolved this 25th day of June 2021.

Recommending Approval:


USEC. ROBERTO P. ALABADO III
BAC Chairperson


DIR. MILAGROS Y. SAY
BAC Vice Chairperson


MR. RAYMUND GLEN A. AGUSTIN
Member


ATTY. JENNIFER A. OLBA
BAC Member

By Authority of the Secretary
(Department Order No. 2020-022)

☒ **APPROVED** ☐ **DISAPPROVED:**


CHRISTOPHER V. MORALES

OIC - Assistant Secretary, Tourism Regulation, Coordination and
Resource Generation Sector (TRCRG)