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Award Notice Abstract (Ref No.: 3573122)

Status: Updated

<p>Reference Number: 8549708</p> <p>Control Number: RFQ No. 2022 - 03 - 0033</p> <p>Bid Notice Title: Booth Contractor to handle booth design, set-up, and dismantling of the Philippine Booth for the CAPA Airline Leader Summit 2022</p> <p>Approved Budget: Php1,000,000.00</p> <p>Procurement Mode: Negotiated Procurement - Small Value Procurement (Sec. 53.9)</p> <p>Classification: Goods</p> <p>Category: Services</p> <p>Applicable Procurement Rules: Implementing Rules and Regulations</p> <p>Funding Source: Government of the Philippines (GOP)</p> <p>Funding Instrument: General Appropriations Act</p> <p>Area of Delivery:</p> <p>Delivery Period: 4 Day/s</p> <p>Contact Person: John Paulo Francisco</p> <p>Created By: John Paulo Francisco</p>	<p align="center">DEPARTMENT OF TOURISM 351 Sen. Gil Puyat Avenue Makati City Metro Manila, NCR, Philippines</p> <p align="center">Booth Contractor</p> <p>Awardee : TARGET ADVERTISING & MARKETING Address : 16, Aradhana Society Behind National Plaza, R.C. Dutt Road, Alkapuri India</p> <p>Contact Person : Petrusp Noshir Kasad Designation : Chief Operating Officer</p> <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>Booth Contractor, Booth Contractor to handle booth design, set-up, and dismantling of the Philippine Booth for the CAPA Airline Leader Summit 2022, 80141607, 1, Lot</td><td>Php1,000,000.00</td></tr> </tbody> </table> <p>Reason for Award : Single Calculated and Responsive Bid (SCRB)</p>	Line Item			#	Product/Service/Project Name	Budget	1	Booth Contractor, Booth Contractor to handle booth design, set-up, and dismantling of the Philippine Booth for the CAPA Airline Leader Summit 2022, 80141607, 1, Lot	Php1,000,000.00	<p>Award Type: Award Notice</p> <p>Contract Amount: Php992,009.00</p> <p>Award Date: 29-Mar-2022</p> <p>Publish Date: 05-Apr-2022</p> <p>Date Last Updated: 19-Apr-2022</p> <p>Contract Number: 22-00091</p> <p>Proceed Date: 06-Apr-2022</p> <p>Contract Effectivity Date: 06-Apr-2022</p> <p>Contract End Date: 09-Apr-2022</p> <p>Created By: John Paulo Samonte Francisco</p> <p>Date Created: 05-Apr-2022</p> <p>Approver:</p> <p>View Documents: 4</p>
Line Item											
#	Product/Service/Project Name	Budget									
1	Booth Contractor, Booth Contractor to handle booth design, set-up, and dismantling of the Philippine Booth for the CAPA Airline Leader Summit 2022, 80141607, 1, Lot	Php1,000,000.00									



**BAC Resolution Declaring Single Calculated and Responsive Bid (SCRB)
and Recommending Award for the Procurement of Services of Booth
Contractor to Handle Booth Design, Set-up and Dismantling of CAPA
Airline Leader Summit 2022**

(RFQ No. 2022 - 03 - 0033)

Resolution No. 2022 - 047

WHEREAS, the Department of Tourism (DOT), through the Procurement Management Division (PMD), posted the Request for Quotation (RFQ) for the Procurement of Services of Booth Contractor to Handle Booth Design, Set-Up and Dismantling of CAPA Airline Leader Summit 2022 to be held on 06 - 09 April 2022 in Carder Park Hotel Golf Resort and Spa, Manchester United Kingdom, in the PhilGEPS website, DOT website and in a conspicuous place at the premises of the DOT continuously for at least six (6) calendar days, starting on 23 March 2022, and the deadline for the submission of quotations was set on 28 March 2022. 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 their quotation within the set deadline for the submission of quotations on 28 March 2022;

WHEREAS, upon evaluation, below are the findings;

Name of Bidder	Bid Amount (As Read)	Findings
Target Advertising & Marketing	\$19, 000.00	Eligible

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

Name of Bidder	Bid Amount (As Calculated)	Ranking
Target Advertising & Marketing	Php992, 009.00	Single Calculated Bid (SCB)

Note: US\$ = Php52.2110 as of March 28, 2022

WHEREAS, upon due evaluation and careful examination of the quotation submitted by **TARGET ADVERTISING & MARKETING**, 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 and Conditions. 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
OF THE ORIGINAL
BY: [Signature] 4/4/22**

2022-026

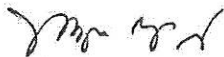
NOW, THEREFORE, foregoing premises considered, WE, the Members of the DOT Bids and Awards Committee, hereby **Resolve**, as it is hereby **Resolved**:


- 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 Booth Contractor to Handle Booth Design, Set-Up and Dismantling of CAPA Airline Leader Summit 2022 to be held on 06 – 09 April 2022 in Carder Park Hotel Golf Resort and Spa, Manchester United Kingdom; and
- b) To declare **TARGET ADVERTISING & MARKETING** as the **Single Calculated and Responsive Bid (SCRB)** and to award the contract for the Procurement of Services of Booth Contractor to Handle Booth Design, Set-Up and Dismantling of CAPA Airline Leader Summit 2022 to be held on 06 – 09 April 2022 in Carder Park Hotel Golf Resort and Spa, Manchester United Kingdom, in the total amount of **NINE HUNDRED NINETY-TWO THOUSAND NINE PESOS (PhP992, 009.00)**, inclusive of all applicable taxes;
- c) To recommend for approval by the Secretary of Tourism the foregoing findings.


Resolved this 28th day of March 2022.

Recommending Approval:


OIC - USEC. REYNALDO L. CHING
BAC Chairperson


OIC - ASEC. MILAGROS Y. SAY
BAC Vice Chairperson

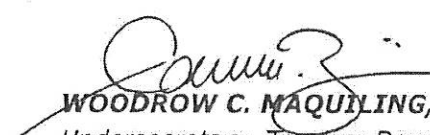

MR. RAYMUND GLEN A. AGUSTIN
BAC Member


MS. ERNESTINNE S. DEMACLID
BAC Member


ATTY. JENNIFER A. OLBA
BAC Member

By Authority of the Secretary
(Department Order No. 2022-025)

☒ **APPROVED** ☐ **DISAPPROVED:**


WOODROW C. MAQUILING, JR.

Undersecretary, Tourism Development Planning

CERTIFIED TRUE COPY
OF THE ORIGINAL
BY: 8 4/4/22



NOTICE OF AWARD

MR. JUANITO L. GABAIS III

Account Director - Philippines

Target Advertising & Marketing

16, Aradhana Society, Behind National Plaza, R.C.

Dutt Road, Alkapuri, Vadodara – 390 007 India

Dear Mr. Gabais:

We are pleased to inform you that your quotation for the Procurement of Services of Booth Contractor to Handle Booth Design, Set-Up and Dismantling of CAPA Airline Leader Summit 2022 to be held on 06 – 09 April 2022 in Carder Park Hotel Golf Resort and Spa, Manchester United Kingdom, in the amount of Nine Hundred Ninety-Two Thousand Nine Pesos (PhP992, 009.00) has been determined as the Single Calculated and Responsive Bid (SCRB) through Negotiated Procurement – Small Value Procurement (SVP).

We appreciate your interest in this opportunity and we look forward to your satisfactory performance of your obligations under the project.

Very truly yours,


USEO C. MAQUILING, JR.

Department of Tourism

By Authority of the Secretary:

(per Department Order No. 2022-025)

Conforme:


JUANITO GABAIS III

Account Director

(Date)

***Kindly fax or email to sender to acknowledge receipt**

SERVICE CONTRACT

22-00091

Booth Contractor

KNOW ALL MEN BY THESE PRESENTS:

That this Agreement, made and entered into this _____ of APR 04 2022 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 Planning, **MR. WOODROW C. MAQUILING, JR.**, of legal age, Filipino, hereinafter referred to as the "**FIRST PARTY**";

and

TARGET ADVERTISING AND MARKETING is a private entity existing and duly registered under the laws of the India, with office address at 16 Aradhana Society, Behind National Plaza, R.C. Dutt Road, Alkapuri, Vadodara – 390 007, India and represented by its Account Director, **JUANITO L. GABAIS III** 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 mandated to create a favorable image of the Philippines within the international community, thereby strengthening the country's attraction as a tourism destination and eventually paving the way for other benefits that may result from a positive global view of the country;

WHEREAS, the CAPA-Center for Aviation (CAPA) is one of the leading organizations that convenes aviation and travel summits in key markets around the world, bringing together the leaders and decision-makers in global commercial aviation;

WHEREAS, pursuant to the above mandates, the **FIRST PARTY** will participate in the *CAPA Airline Leader Summit 2022 (the "Event")* on 07 to 08 April 2022 in Manchester, United Kingdom, which aims to reconnect with the international air carriers who are interested in establishing new flights to the Philippines to further encourage the airlines to mount direct air access in view of the reopening of the country to fully vaccinated international travelers;

WHEREAS, the **FIRST PARTY** is in need of a booth contractor to provide the booth design, set-up, and dismantling of the Philippine booth for the period 6-9 April 2022 in connection with the Event;

WHEREAS, the **SECOND PARTY** is a duly registered member of the Philippine Government Electronic Procurement System (PhilGEPS) who possesses the necessary skills, experience and expertise in providing the required services, has offered to undertake the project;

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);

22-00091

WHEREAS, the Bids and Awards Committee (BAC) of the DOT, through **BAC Resolution No. 2022- 047** has declared the **SECOND PARTY** to be the bidder with 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** shall provide the **FIRST PARTY** with the necessary requirements as follows:

- A. Booth design that strictly follows the rules and regulations set by the event organizers including dimensional drawings showing the front, side and back perspectives, elevations, floor layouts of the stand and details of materials being used to set-up the stand;
- B. Set-up and installation of the booth while strictly following the rules and regulations set by the fair/event organizers;
- C. Coordination with other service providers that is needed in the set-up of the booth;
- D. Storage/disposal of the booths/parts and egress on the dates designated by the event organizers;
- E. All materials used for the booth set up are considered as waste materials after the event.
- F. Schedule of work:

Date	Activity
06 April 2022	Ingress/Set-up Philippine booth
07 to 08 April 2022	CAPA Airline Leader Summit/Event proper
08 to 09 April 2022	Stand Dismantling

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. **EFFECTIVITY AND TERM.** This Agreement shall be effective from date of execution of contract until **09 April 2022**.
- 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 **Nine Hundred Ninety-Two Thousand Nine Pesos (PhP992,009.00)** 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 deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Agreement inclusive of duly granted time extensions if any, the **FIRST PARTY** shall, without prejudice to its other remedies under this Agreement and under the applicable law, deduct from the contract price, as liquidated damages, the applicable rate of one-tenth (1/10) of one percent (1%) of the cost of the unperformed portion for every day of delay until actual delivery or performance. The **FIRST PARTY** need not prove that it has incurred actual damages to be entitled to liquidated damages. Once the amount of liquidated damages reaches ten percent (10%) of the total contract price, the **FIRST PARTY** may rescind or terminate the Agreement, without prejudice to other courses of action and remedies open to it.

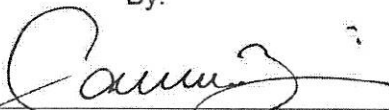
22-00091

1. **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, judgements, 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.
2. **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*.
3. **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
4. **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 (DOT)

By:



MR. WOODROW C. MAQUILING, JR.
Undersecretary

TARGET ADVERTISING AND MARKETING

By:



MR. JUANITO L. GABAIS III
Account Director

Signed in the Presence of


RENE N. REYES


ENGR. DESMOND BRYAN CARRASCO

FUNDS AVAILABLE:


Mr. ROMAN G. BERSAMIRA
Chief Accountant,
Accounting Division, DOT

22-00091

ACKNOWLEDGEMENT

Republic of the Philippines) S.S
City of Makati

On this 11th day of April, 2022 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>Ppt 500745714</u>		
Juanito L. Gabais III	Passport P2114135A	March 2017	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. 162
Page No. 33
Book No. II
Series of 2022.

ATTY. AUDELLE M. ZAMORA

NOTARY PUBLIC

Until December 31, 2021

Penthouse, Legal Affairs Service, DOT Bldg.

PTR No. 8862995 - 01/13/2022 - Makati City

IBP Lifetime Member 04646 / Makati City

Roll No. 44115 / MCLE VI-0024349

Extended Until June 30, 2022 Per BM No. 3795