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Procurement Opportunities

Award Notice Abstract (Ref No.: 3678555)

Status: Updated

<p>Reference Number: 8471516</p> <p>Control Number: 2022-02-0019</p> <p>Bid Notice Title: Procurement of Pest and Termite Control Services for CY-2022</p> <p>Approved Budget: Php103,300.00</p> <p>Procurement Mode: Negotiated Procurement - Small Value Procurement (Sec. 53.9)</p> <p>Classification: Goods - General Support Services</p> <p>Category: Pest Control 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>Location: Metro Manila</p> <p>Contract Duration: 12 Month/s</p> <p>Contact Person: FELICISIMO MAXIMO</p> <p>Created By: FELICISIMO MAXIMO</p>	<p>DEPARTMENT OF TOURISM 351 Sen. Gil Puyat Avenue Makati City Metro Manila, NCR, Philippines</p> <p>Pest Control Services</p> <p>Awardee : POWER HOUSE PEST CONTROL SERVICES Address : 2422 R. Fernandez St. Gagalangin, Tondo Manila Metro Manila, NCR, Philippines</p> <p>Contact Person : ANNA MARIE MENDOZA ESCOBER Designation : GENERAL MANAGER/OWNER</p> <table border="1"> <thead> <tr> <th data-bbox="419 723 448 745">#</th><th data-bbox="448 723 1018 745">Product/Service/Project Name</th><th data-bbox="1018 723 1209 745">Budget</th></tr> </thead> <tbody> <tr> <td data-bbox="419 779 448 801">1</td><td data-bbox="448 779 1018 801">Pest Control Services, Pest and Termite Control Services for CY 2022, 72102100, 1, Lot</td><td data-bbox="1018 779 1209 801">Php103,300.00</td></tr> </tbody> </table> <p>Reason for Award : Single Calculated and Responsive Bid</p>	#	Product/Service/Project Name	Budget	1	Pest Control Services, Pest and Termite Control Services for CY 2022, 72102100, 1, Lot	Php103,300.00	<p>Award Type: Award Notice</p> <p>Contract Amount: Php100,264.80</p> <p>Award Date: 03-Mar-2022</p> <p>Publish Date: 18-Jun-2022</p> <p>Date Last Updated: 18-Jun-2022</p> <p>Contract Number: 22-00088</p> <p>Proceed Date: 09-Mar-2022</p> <p>Contract Effectivity Date: 16-Mar-2022</p> <p>Contract End Date: 15-Mar-2023</p> <p>Created By: FELICISIMO EVANGELISTA MAXIMO</p> <p>Date Created: 18-Jun-2022</p> <p>Approver:</p> <p>View Documents: 4</p>
#	Product/Service/Project Name	Budget						
1	Pest Control Services, Pest and Termite Control Services for CY 2022, 72102100, 1, Lot	Php103,300.00						



**BAC Resolution Declaring Single Calculated Responsive Bid (SCRB)
for the Procurement of Pest and Termite Control Services for CY-2022**

Resolution No. 2022 - 025 - 3

WHEREAS, the Department of Tourism (DOT), through the Procurement Management Division (PMD), posted the Request for Quotation (RFQ) for the procurement of Pest and Termite Control Preventive Services for CY-2022, in the PhilGEPS website and DOT website continuously for at least six (6) calendar days, starting on 25 February 2022 and the deadline for the submission of quotations was set on 02 March 2022. The approved budget for the contract (ABC) is One Hundred Three Thousand Three Hundred Pesos (PhP103,300.00). A copy of the PhilGEPS posting is hereto attached, marked as **Annex "A"** and made an integral part hereof;

WHEREAS, eight (8) known bidders 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-Small Value Procurement pursuant to Section 53.9 of the Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (R.A No. 9184);

WHEREAS, in response to said posting and invitation, two (2) prospective bidders submitted their quotation within the set deadline for the submission of quotations on 02 March 2022 to wit:


Name of Bidder	Bid Amount (As Read)	Findings
POWER HOUSE PEST CONTROL SERVICES	PhP100,264.80	ELIGIBLE
JMC PEST MANAGEMENT	PhP95,340.00	INELIGIBLE -Due to non-submission of Satisfactory Performance, Certificate of Product Registration from BFAD and Certificate of Relevant Training of Technicians.


WHEREAS, the quotation of hereunder supplier were found to be complying and within the ABC:

Name of Bidder	Bid Amount (As Calculated)	Rank
POWER HOUSE PEST CONTROL SERVICES	PhP100,264.80	Single Calculated Bid

WHEREAS, upon due evaluation and careful examination of the quotation submitted by **Power House Pest Control Services**, 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, together with its other supporting documents are hereto attached, marked as **Annexes "B" and "C"**, respectively, and are made integral parts hereof;

CERTIFIED TRUE COPY
Procurement Mgt. Div.


Maria Alpha O. Almazan

CERTIFIED TRUE COPY
OF THE ORIGINAL
BY:  3/9/22

The New DOT Building, 351 Sen. Gil Puyat Ave., 1200 Makati City, Philippines • P.O. Box 2682
Tel. Nos. (632) 459-5200 to 459-5230 • www.itsmorefuninthe Philippines.com • www.tourism.gov.ph

1022-005

Procurement of Pest and Termite Control Services for CY-2022

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

- a) To declare **Power House Pest Control Services** as the **Single Calculated and Responsive Bid (SCRB)** and to award the contract for the procurement of Pest and Termite Control Services for CY-2022 in the total amount of **One Hundred Thousand Two Hundred Sixty Four Pesos and 80/100 (Php100,264.80)**, inclusive of all applicable taxes; and
- b) To recommend for approval by the Secretary of Tourism the foregoing findings.

Resolved at the City of Makati this 3rd day of March 2022.

Recommending Approval:


ATTY. REYNALDO L. CHING
BAC Chairperson


DIR. MILAGROS Y. SAY
BAC Vice-Chairperson


(on leave)
MR. RAYMUND GLEN A. AGUSTIN
BAC Member


MS. ERNESTINE S. DEMACLID
BAC Member



ATTY. JENNIFER A. OLBA
BAC Member

APPROVED by Authority of the Secretary:
(Per Department Order No. 2022-025)

☒ **APPROVED** ☐ **DISAPPROVED**


ENGR. CHRISTOPHER V. MORALES
OIC, Undersecretary for Tourism Regulation, Coordination and
Resource Generation

**CERTIFIED TRUE COPY
OF THE ORIGINAL**
BY: 5/1 3/9/22

CERTIFIED TRUE COPY
Procurement Mgt. Div.

Maria Alpha O. Almazan



NOTICE OF AWARD

MS. ANNA MARIE M. ESCOBER

General Manager/Owner

Power House Pest Control Services

2422 R. Fernandez Street, Gagalangin

Tondo, Manila

Dear Ms. Escobar:

We are pleased to inform you that your quotation for the Pest and Termite Control Services for CY-2022 in the amount of One Hundred Thousand Two Hundred Sixty Four Pesos and 80/100 (PhP100,264.80) 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,

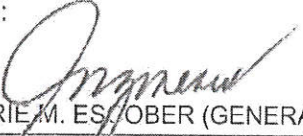

ENGR. CHRISTOPHER V. MORALES

OIC, Undersecretary for Tourism Regulation, Coordination and Resource Generation

By Authority of the Secretary:

(per Department Order No. 2022-025)

Conforme:


ANNA MARIE M. ESCOBER (GENERAL MANAGER/OWNER)

(Awarded Bidder's name of authorized Representative and signature)

MARCH 9, 2022

(Date)

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

22 - 00088 Service Contract

Procurement of Pest and Termite Control Services for CY 2022

KNOW ALL MEN BY THESE PRESENTS:

That this Agreement, made and entered into this MAR 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 OIC-Undersecretary for Tourism Regulation, Coordination, and Resource Generation, **ENGR. CHRISTOPHER V. MORALES**, of legal age, Filipino, hereinafter referred to as the "**FIRST PARTY**";

and

POWER HOUSE PEST CONTROL SERVICES is a private entity existing and duly registered under the laws of the Philippines, with office address at No. 2422 R. Fernandez Street, Gagalangin Brgy. 168, Tondo, Manila and represented by its General Manager/Owner, **MS. ANNA MARIE M. ESCOBER**, 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, to ensure that the working environment in the DOT is safe, pest-free, and without risk to the health of employees and visitors, the **FIRST PARTY** is in need of a service provider to conduct pest and termite control services for a period of twelve (12) months;

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);

WHEREAS, the Bids and Awards Committee (BAC) of the DOT, through **BAC Resolution No. 2022-025**, has declared the **SECOND PARTY** to be the bidder with the *Single Calculated and Responsive Bid (SCR)* as its quotation is found to be compliant and responsive to the specifications indicated in the Terms of Reference;

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

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

- a. Effectively exterminate any and all pests, insects, and rodents without the visible presence and disturbing odor or smoke of fumes;

22-00088

- b. Ensure that all the chemical supplies and materials necessary for the implementation are of best of quality, safe and approved by the Bureau of Drugs (BFAD) or certified by the proper government authorities;
- c. Ensure that all the preparations, formulation, and the use of the chemicals are in accordance with the specifications of its toxicologists and entomologists;
- d. Ensure that the following areas/premises of the DOT are covered of the treatment:
 - All areas/offices inside the DOT Building, including the basement area, and
 - Upper Parking Area
- e. Perform the following services:

Work Description	Schedule
Inspection	
a. Pre-inspection of the entire premises to determine the degree of the infestation, unforeseen breeding sites/harbourages and entry points particularly in the drainage system, pipe chase, basement areas, electrical rooms, stock rooms, pantries, and toilets. Submit a report to Maintenance Section.	Two (2) days before treatment schedule
b. Post-treatment inspection to assess the effectiveness of service treatment performed and submit the corresponding report to the GSD-Maintenance Section.	Two (2) days after treatment schedule
Flying and Crawling Insects/Pest Control	
a. Conduct residual spraying in places and areas where insects congregate, crawl and hide, including cracks, crevices undersides of furniture, and appliances which they may enter/hide.	1 st and 3 rd Saturday of the months after office hours
b. Apply/place cockroach/insecticidal gel bait near harbourages and in all electrical rooms, kitchen cabinets, stockrooms, and comfort rooms;	2 nd and 4 th Saturday of the month
c. Misting of all offices, hallways, conference/meeting rooms, outdoor areas and other facilities	1 st and 3 rd Saturday of the month after office hours
d. Thermal fogging of outdoor areas and other facilities	1 st Saturday of the month after office hours
e. Application of larvicide in stagnant water , e.g. rain drains and other possible water reservoirs, which pose as a breeding source of mosquitoes	2 nd Saturday of the month
Rodents (Rats and Mice) Control	
a. Install cage traps, glue board, snap and other mechanical devices in locations that serve as travel areas or food sources rodents, as well as points of entry	1 st and 3 rd Saturday of the month
b. Inspect the installed rodent glue and cage traps and dispose or rats caught in the traps	2 or 3 days after installation
c. Inspect and replenish all bait statins	Twice a month

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 for a period of twelve (12) months, or from **16 March 2022** until **15 March 2023**.
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 **One Hundred Thousand Two Hundred Sixty-**

22-00088

Four Pesos and 80/100 (PhP100,264.80), 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.
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, 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.
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 (DOT)

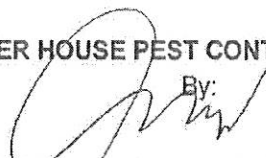
By:



ENGR. CHRISTOPHER V. MORALES
OIC-Undersecretary

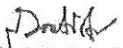
POWER HOUSE PEST CONTROL SERVICES

By:



MS. ANNA MARIE M. ESCOBER
General Manager/Owner

22-00088


ROLANDO A. BAUTISTA
Chief, General Services Division
Department of Tourism


[Signature over printed name of Witness 1]

Signed in the presence of:


ELAINE T. CRUZ
ADMIN OFFICER


[Signature over printed name of Witness 2]

FUNDS AVAILABLE:


MR. ROMAN G. BERSAMIRA
Chief Accountant
Accounting Division

ACKNOWLEDGEMENT

Republic of the Philippines) S.S
City of Makati


On this 7th 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
ENGR. CHRISTOPHER V. MORALES	DOT ID# 20001		
MS. ANNA MARIE M. ESCOBER	UMID ID No. 0003-9717268-3	May 27, 2019	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. 153
Page No. 3
Book No. 71
Series of 2022.

ATTY. AUDELLE H. RAMORA
Notary Public
NOTARY PUBLIC
Until December 31, 2022
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