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Award Notice Abstract (Ref No.: 3224138)

Status: Updated

Reference Number: 7941306 Control Number: RFQ No. 2021 - 08 - 0091 Bid Notice Title: Procurement of DOT - Accredited Tour Operator for the Conduct Product Audit of Bohol for the development of Bike Travel (The Adventure Path) and Luxury Travel packages for Western European and Russian Approved Budget: Php581,139.20 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: Bohol Delivery Period: 5 Day/s	DEPARTMENT OF TOURISM 351 Sen. Gil Puyat Avenue Makati City Metro Manila, NCR, Philippines Awardee : CCT.168 TRAVEL AND TOURS CORPORATION Address : Unit 501 The Richmond Plaza, 21 San Miguel Avenue Corner Lourdes St., Ortigas Center Pasig City Metro Manila, NCR, Philippines Contact Person : PLACIDA " INE" SIOCO FAUSTINO Designation : VP/GENERAL MANAGER <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 DOT - Accredited Tour Operator for the Conduct Product Audit of Bohol for the development of Bike Travel (The Adventure Path) and Luxury Travel packages for Western European and Russian markets, 90000000, 1, Lot</td><td>Php581,139.20</td></tr> </tbody> </table> Reason for Award : Lowest Calculated and Responsive Bid	Line Item			#	Product/Service/Project Name	Budget	1	Tour Operator, Procurement of DOT - Accredited Tour Operator for the Conduct Product Audit of Bohol for the development of Bike Travel (The Adventure Path) and Luxury Travel packages for Western European and Russian markets, 90000000, 1, Lot	Php581,139.20	Award Type: Award Notice Contract Amount: Php572,700.00 Award Date: 25-Aug-2021 Publish Date: 02-Sep-2021 Date Last Updated: 16-Feb-2022 Contract Number: 21 - 00146 Proceed Date: 13-Sep-2021 Contract Effectivity Date: 14-Sep-2021 Contract End Date: 18-Sep-2021 Created By: John Paulo Samonte Francisco Date Created: 02-Sep-2021 Approver: View Documents: 4
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2/23/22, 9:31 PM

PhilGEPS

Contact Person:

John Paulo Francisco

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 Product Audit of Bohol for
the Development of Bike Travel (The Adventure Path) and
Luxury Travel Packages for Western European and Russian Markets
(RFQ No. 2021 - 08 - 0091)**

Resolution No. 2021 - 118

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 Product Audit of Bohol for the Development of Bike Travel (The Adventure Path) and Luxury Travel Packages for Western European and Russian Markets to be held on 14 - 18 September 2021, in the PhilGEPS website and DOT website continuously for at least four (4) calendar days, starting on 21 August 2021, and the deadline for the submission of quotations was set on 24 August 2021. The Approved Budget for the Contract (ABC) is Five Hundred Eighty - One Thousand One Hundred Thirty - Nine Pesos and Twenty Centavos (PhP581, 139.20). 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, four (4) prospective bidders submitted their quotations within the set deadline for the submission of quotations on 24 August 2021;

WHEREAS, upon evaluation, below are the findings;

Name of Bidder	Bid Amount (As Read)	Findings
Juan Pasyalan Travel & Tours	Php 566,000.00	Not Complying (bid price terms & conditions)
Lifestyle Philippines E-Comm, Inc.	Php 569,399.00	Not complying (Accommodation)
CCT. 168 Travel & Tours Corp.	Php 572,700.00	Eligible
Annset Holidays, Inc,	Php 577,766.00	Eligible

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

Name of Bidder	Bid Amount (As Calculated)	Ranking
CCT. 168 Travel & Tours Corp.	Php 572,700.00	Lowest Calculated Bid (LCB)
Annset Holidays, Inc,	Php 577,766.00	2 nd LCB

WHEREAS, upon due evaluation and careful examination of the quotation submitted by **CCT 168. TRAVEL & TOURS CORPORATION**, 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

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Procurement Mgt. Div.

Maria Alpha O. Almazan

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**:

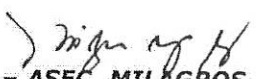
- a) To adopt Negotiated Procurement – Small Value Procurement under Section 53.9 of the revised Implementing Rules and Regulations (IRR) of the Republic Act No. 9184 for the Procurement of Services of a DOT - Accredited Tour Operator for the Conduct Product Audit of Bohol for the Development of Bike Travel (The Adventure Path) and Luxury Travel Packages for Western European and Russian Markets to be held on 14 - 18 September 2021; and
- b) To declare **CCT. 168 TRAVEL & TOURS CORPORATION** 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 Product Audit of Bohol for the Development of Bike Travel (The Adventure Path) and Luxury Travel Packages for Western European and Russian Markets to be held on 14 - 18 September 2021, in the total amount **FIVE HUNDRED SEVENTY-TWO THOUSAND SEVEN HUNDRED PESOS (PhP 572,700.00)**, inclusive of all applicable taxes;


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

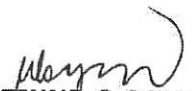
Resolved this 25th day of August 2021.

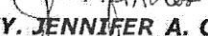
Recommending Approval:


OIC - USEC. REYNALDO L. CHING
BAC Chairperson


OIC - ASEC. MILAGROS Y. SAY
BAC Vice Chairperson

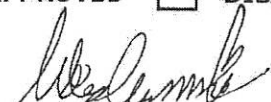

MR. RAYMUND GLEN A. AGUSTIN
Member


MS. ERNESTINNE S. DEMACLIID
BAC Member



ATTY. JENNIFER A. OLBA
BAC Member

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

☒ **APPROVED** ☐ **DISAPPROVED:**


Verna Esmeralda C. Buensuceso
OIC - Undersecretary, Tourism Development

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Procurement Mgt. Div.


Maria Alina O. Almazan

21-00146

SERVICE CONTRACT

Ground Handling Services

KNOW ALL MEN BY THESE PRESENTS:

SEP 10 2021

That this Agreement, made and entered into this ____ day of September 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

CCT.168 TRAVEL AND TOURS CORP. is a private corporation existing and duly registered under the laws of the Philippines, with office address at Unit 501, The Richmond Plaza #21 San Miguel Avenue cor Lourdes St. Ortigas Center, Pasig City, represented by its President / General Manager, **PLACIDA S. FAUSTINO** 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, pursuant to its mandates, the **FIRST PARTY**, through the *Office of Product and Market Development - Market Development Division*, will conduct a *Product Audit of Bohol* (the "**Product Audit**") in relation to the development of bike travel and luxury travel packages for the Western European and Russian markets;

WHEREAS, pursuant to the above, the **FIRST PARTY** is in need of a DOT-Accredited Tour Operator to provide domestic roundtrip airfare, transport services, accommodation, meals, guided tours, and other requirements for the Product Audit on 14 to 18 September 2021;

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. 2021-118** 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 Technical Specifications;

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

1. **SERVICES.** The **SECOND PARTY** hereby agrees to provide:
 - A. Roundtrip Domestic Airfare (8 pax)

- Group 1
 - Route: Manila – Tagbilaran / Panglao (14 September 2021)
 - Route: Tagbilaran / Panglao – Manila (18 September 2021)
 - Group 2
 - Route: Manila – Tagbilaran / Panglao (15 September 2021)
 - Route: Tagbilaran / Panglao – Manila (18 September 2021)
- B. Tourist Transport Services
- I. Manila
- Group 1 – one (1) van
 - Route: DOT Makati to NAIA Terminal 2 or 3 (14 September 2021)
 - Route: NAIA Terminal 2 or 3 to DOT Makati (18 September 2021)
 - Group 2 – one (1) van
 - Route: DOT Makati to NAIA Terminal 2 or 3 (15 September 2021)
 - Route: NAIA Terminal 2 or 3 to DOT Makati (18 September 2021)
- II. Bohol (for 5 days)
- Group 1 - One (1) van, with tour guide, inclusive of toll, entrance and parking fee
 - Route: Bohol and environs (14 to 18 September 2021)
 - Group 2 - One (1) van, with tour guide, inclusive of toll, entrance and parking fee
 - Route: Bohol and environs (15 to 18 September 2021)
- C. Accommodation inclusive of daily breakfast:
- Group 1 (14 to 18 September 2021)
 - 5 Single occupancy rooms
 - Group 2 (15 to 18 September 2021)
 - 5 Single occupancy rooms
- D. Meals
- Group 1
 - Lunch for 5 pax on 14 to 18 September 2021
 - Dinner for 5 pax on 14 to 17 September 2021
 - AM and PM Snacks for 5 pax on 14 to 18 September 2021
 - Group 2
 - Lunch for 5 pax on 15 to 18 September 2021
 - Dinner for 5 pax on 15 to 17 September 2021
 - AM and PM Snacks on 15 to 18 September 2021
- E. Guided tours and site / property inspections
- Group 1 (5 pax)
 - Route: Bohol and nearby environs (14 to 15 September 2021)
 - Route: Bohol (16 September 2021)
 - Route: Island hopping dolphin watching tour and audit (17 September 2021)
 - Group 2 (5 pax)
 - Route: Bohol and nearby environs (15 September 2021)
 - Route: Bohol countryside tour (16 September 2021)
 - Route: Island hopping dolphin watching tour and audit (17 September 2021)
- F. Networking activity
- Provide venue for networking activity on 17 September 2021
 - Number of target participants: 30 pax
- G. Others
- RT-PCR testing for DOT and private sector representatives (10 pax, pre-and-post-event)
 - Group travel insurance for eight (8) pax – private sector participants
 - Provision of hygiene kits and first aid kits (10 pax)

21-00146

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 hereof until **25 September 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 **Five Hundred Seventy-Two Thousand Seven Hundred Pesos (PhP572,700.00)** 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 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. **FORCE MAJEURE.** Neither party shall be responsible for any delay, fault or non-performance of their respective obligations and responsibilities to the extent that such delay, fault or non-performance is occasioned solely by a contingency beyond the reasonable control of the party unable to perform, including, but not limited to, acts of God, natural calamities, labor strikes and lockouts, civil strife, war (Declared or Undeclared) or any other similar occurrences like acts, orders, or restraints of the government, judicial or quasi-judicial bodies, or any analogous order or decision, as to render a Party unable to comply with its obligations under this Contract, provided such occurrences are beyond the control of the party seeking excuse here under.
8. **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*.
9. **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

