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Award Notice Abstract (Ref No.: 3253068)

Status: Updated

Reference Number: 7991244 Control Number: RFQ No. 2021 - 09 - 0101 (2nd Posting) Bid Notice Title: Procurement of Service Provider for the provision of Meals for various Bids and Awards Committee (BAC) and Procurement-Related Activities/Meetings for CY 2021 (2nd Posting) Approved Budget: Php144,000.00 Procurement Mode: Negotiated Procurement - Small Value Procurement (Sec. 53.9) Classification: Goods Category: Catering 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: 5 Month/s Contact Person: John Paulo Francisco	<p style="text-align: center;">DEPARTMENT OF TOURISM 351 Sen. Gil Puyat Avenue Makati City Metro Manila, NCR, Philippines</p> <p>Catering Services</p> <p>Awardee : PARADIGMA INTERNATIONAL INC. DOING BUSINESS UNDER THE NAME AND STYLE OF RAMADA MANILA CENTRAL Address : Ongpin corner Quintin Paredes Sts. Zone 27, District III Binondo Manila Metro Manila, NCR, Philippines</p> <p>Contact Person : Renato Bacierria Ocampo Jr Designation : Asst. Sales Manager</p> <table border="1" style="width: 100%;"> <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>Catering Services, Procurement of Service Provider for the provision of Meals for various Bids and Awards Committee (BAC) and procurement-related Activities/Meetings for CY 2021, 90101603, 1, Lot</td><td>Php144,000.00</td></tr> </tbody> </table> <p>Reason for Award : Single Calculated and Responsive Bid (SCRB)</p>	Line Item			#	Product/Service/Project Name	Budget	1	Catering Services, Procurement of Service Provider for the provision of Meals for various Bids and Awards Committee (BAC) and procurement-related Activities/Meetings for CY 2021, 90101603, 1, Lot	Php144,000.00	Award Type: Award Notice Contract Amount: Php141,600.00 Award Date: 15-Sep-2021 Publish Date: 24-Sep-2021 Date Last Updated: 16-Feb-2022 Contract Number: 21 - 00154 Proceed Date: 06-Oct-2021 Contract Effectivity Date: 06-Oct-2021 Contract End Date: 10-Mar-2022 Created By: John Paulo Samonte Francisco Date Created: 24-Sep-2021 Approver: View Documents: 4
Line Item											
#	Product/Service/Project Name	Budget									
1	Catering Services, Procurement of Service Provider for the provision of Meals for various Bids and Awards Committee (BAC) and procurement-related Activities/Meetings for CY 2021, 90101603, 1, Lot	Php144,000.00									

Created By:

John Paulo Francisco



BAC Resolution Declaring Single Calculated and Responsive Bid (SCRB) and Recommending Award for the Procurement of Service Provider for the Provision of Meals for Various Bids and Awards Committee (BAC) and Procurement-Related Activities/Meetings for CY 2021 (2nd posting) (RFQ No. 2021 – 09 – 0101)

Resolution No. 2021 - 138

WHEREAS, the Department of Tourism (DOT), through the Procurement Management Division (PMD), posted the Request for Quotation (RFQ) for the Procurement of Service Provider for the Provision of Meals for Various Bids and Awards Committee (BAC) and Procurement-Related Activities/Meetings for CY 2021, in the PhilGEPS website and DOT website continuously for at least four (4) calendar days, starting on 11 September 2021, and the deadline for the submission of quotations was set on 14 September 2021. The Approved Budget for the Contract (ABC) is One Hundred Forty – Four Thousand Pesos (PhP144, 000.00). A copy of the PhilGEPS posting is hereto attached, marked as **Annex "A"**, and made an integral part hereof;

WHEREAS, eleven (11) 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 14 September 2021;

WHEREAS, upon evaluation, below are the findings;

Name of Bidder	Bid Amount (As Read)	Findings
Fortune Gate Corporation	PhP127, 200.00	Non-submission of at least two (2) certificate of satisfactory service rendered issued by both private and government agency/ies for the past two (2) years.
Paradigma International Inc. (Doing business under the name and style of Ramada Manila Central)	PhP141, 600.00	Eligible

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

Name of Bidder	Bid Amount (As Calculated)	Ranking
Paradigma International Inc. (Doing business under the name and style of Ramada Manila Central)	PhP141, 600.00	Single Calculated Bid (SCB)

CERTIFIED TRUE COPY
Procurement Mgt. Div.

Maria Alpha D. Almaza

WHEREAS, upon due evaluation and careful examination of the quotation submitted by **PARADIGMA INTERNATIONAL INC. (doing business under the name and style of Ramada Manila Central)**, 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;


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 for the Provision of Meals for Various Bids and Awards Committee (BAC) and Procurement-Related Activities/Meetings for CY 2021; and
- b) To declare **PARADIGMA INTERNATIONAL INC. (doing business under the name and style of Ramada Manila Central)** as the **Single Calculated and Responsive Bid (SCRB)** and to award the contract for the Procurement of Service Provider for the Provision of Meals for Various Bids and Awards Committee (BAC) and Procurement-Related Activities/Meetings for CY 2021, in the total amount of **ONE HUNDRED FORTY – ONE THOUSAND SIX HUNDRED PESOS (PhP141, 600.00)**, inclusive of all applicable taxes;
- c) To recommend for approval by the Secretary of Tourism the foregoing findings.

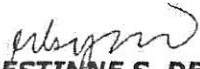
Resolved this 14th day of September 2021.


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. DEMACLD
BAC Member


ATTY. JENNIFER A. OLBA
BAC Member

By Authority of the Secretary
(Department Order No. 2021-077)

☒ **APPROVED** ☐ **DISAPPROVED:**


CHRISTOPHER V. MORALES

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

LAS

SERVICE CONTRACT

21-00154

Catering Services

KNOW ALL MEN BY THESE PRESENTS:

That this Agreement, made and entered into this OCT 06 2021 in the City of Makati, Philippines, by and between

The **DEPARTMENT OF TOURISM**, a government agency with principal office address at the New DOT Building, 351 Sen. Gil Puyat Avenue, Makati City, Philippines 1200 represented by its OIC-Assistant Secretary, Regional Operations, Coordination, and Tourism Standards and Regulation, **ENGR. CHRISTOPHER V. MORALES**, of legal age, Filipino and hereinafter referred to as the **FIRST PARTY**;

and

PARADIGMA INTERNATIONAL INC. is a private corporation existing and duly registered under the laws of the Philippines, with office address at Ongpin corner Quintin Paredes Streets Binondo, Manila, Philippines represented by its Sales Manager, **MR. RENATO OCAMPO JR.** 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, in accordance to *Section 11.1.1. of the Implementing Rules and Regulations (IRR) of RA 9184*, the **FIRST PARTY** shall establish in its head office a single Bids and Awards Committee (BAC) to undertake the functions specified in Section 12 of the IRR in order to facilitate professionalization and harmonization of procedures and standards;

WHEREAS, pursuant to the above, the **FIRST PARTY**, through the Procurement Management Division (PMD), will be providing meals for the BAC and other procurement-related meetings/activities for CY 2021;

WHEREAS, the **FIRST PARTY** is in need of a Service Provider for the provision of meals for BAC and procurement-related meetings/activities;

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. 2021-138** 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:

21-00154

1. **SERVICES.** The **SECOND PARTY** hereby agrees to provide AM snacks, Lunch and PM snacks for 12 pax during BAC and procurement-related meetings/activities.

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. **EFFECTIVITY AND TERM.** This Agreement shall be effective for a period of five (5) months from date of execution.
3. **COMPENSATION.** By way of compensation for its services, the **FIRST PARTY** shall pay the **SECOND PARTY** the total amount indicated in the Monthly Statement of Account, which shall be based on actual services rendered for the month, but the total cumulative billing shall not exceed **One Hundred Forty-One Thousand Six Hundred Pesos (PhP141,600.00)** for the total actual cost of services rendered inclusive of delivery fee, VAT and other taxes.
4. **PAYMENT.** The above consideration will be paid by the **FIRST PARTY** after presentation of the required Monthly 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. **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

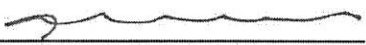
21-00154

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:

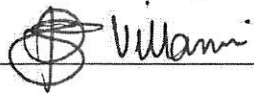
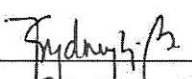

Engr. Christopher V. Morales
OIC-Assistant Secretary
Regional Operations, Coordination, and
Tourism Standards and Regulation

PARADIGMA INTERNATIONAL INC.


By:


Mr. Renato Ocampo Jr.
Sales Manager

Signed in the Presence of

FUNDS AVAILABLE:


Roman G. Bersamira
Chief, Accounting Division

ACKNOWLEDGEMENT

Republic of the Philippines) S.S
City of Makati)

On this 11th day of October, 2021 personally appeared before me, a Notary Public in and for the City of Makati, the following persons:

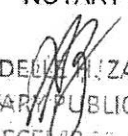
Name	Government ID	Date Issued	Place Issued
OIC-Asst. Secretary Christopher V. Morales	<u>DOT ID# 200001</u>		
Mr. Renato Ocampo Jr.	<u>UMID</u>	<u>2017</u>	<u>MANILA</u>

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.

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Series of 2021

NOTARY PUBLIC


ATTY. AUDELIN M. 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. 42115 MCLE VI-0024349