



# PhilGEPS

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Award Notice Abstract (Ref No.: 3354023)

Status: Updated

<b>Reference Number:</b> 8085659  <b>Control Number:</b> RFQ No. 2021 - 10 - 0135  <b>Bid Notice Title:</b> Procurement of DOT Accredited Tour Operator for the Conduct of Glamping Standards Site Validation  <b>Approved Budget:</b> Php201,000.00  <b>Procurement Mode:</b> Negotiated Procurement - Small Value Procurement (Sec. 53.9)  <b>Classification:</b> Goods  <b>Category:</b> Travel, Food, Lodging and Entertainment Services  <b>Applicable Procurement Rules:</b> Implementing Rules and Regulations  <b>Funding Source:</b> Government of the Philippines (GOP)  <b>Funding Instrument:</b> General Appropriations Act  <b>Area of Delivery:</b>   <b>Delivery Period:</b> 0 Day/s  <b>Contact Person:</b> John Paulo Francisco  <b>Created By:</b> John Paulo Francisco	<b>DEPARTMENT OF TOURISM</b> 351 Sen. Gil Puyat Avenue Makati City Metro Manila, NCR, Philippines  <b>Awardee :</b> ANNSET HOLIDAYS, INC.  <b>Address :</b> Unit 206 The Manila Residences Tower II, 2310 Taft Avenue, Malate Manila Metro Manila, NCR, Philippines  <b>Tour Operator</b>  <b>Contact Person :</b> Brenda Bodegon Consul  <b>Designation :</b> Director, Sales and Marketing  <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, El Nido Site Validation, 90000000, 1, Lot</td><td>Php39,000.00</td></tr> </tbody> </table> <b>Reason for Award :</b> Single Calculated and Responsive Bid (SCRB)	Line Item			#	Product/Service/Project Name	Budget	1	Tour Operator, El Nido Site Validation, 90000000, 1, Lot	Php39,000.00	<b>Award Type:</b> Award Notice  <b>Contract Amount:</b> Php38,000.00  <b>Award Date:</b> 19-Oct-2021  <b>Publish Date:</b> 02-Dec-2021  <b>Date Last Updated:</b> 17-Feb-2022  <b>Contract Number:</b> 21-00218  <b>Proceed Date:</b> 13-Nov-2021  <b>Contract Effectivity Date:</b> 14-Nov-2021  <b>Contract End Date:</b> 15-Nov-2021  <b>Created By:</b> John Paulo Samonte Francisco  <b>Date Created:</b> 02-Dec-2021  <b>Approver:</b>   <b>View Documents:</b> 4
Line Item											
#	Product/Service/Project Name	Budget									
1	Tour Operator, El Nido Site Validation, 90000000, 1, Lot	Php39,000.00									



**BAC Resolution Declaring Single Calculated and Responsive Bid (SCRB)  
and Recommending Award for the Procurement of Services of a DOT –  
Accredited Tour Operator for the Conduct of Glamping Standards Site  
Validation  
(RFQ No. 2021 – 10 – 0135)**

**Resolution No. 2021 - 192**

**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 of Glamping Standards Site Validation, in the PhilGEPS website and DOT website continuously for at least four (4) calendar days, starting on 15 October 2021, and the deadline for the submission of quotations was set on 18 October 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 One Thousand Pesos (Php201, 000.00), classified into three (3) lots, as follows:

<b>Lot Nos.</b>	<b>Description</b>	<b>ABC per Lot</b>
1	El Nido Site Validation	Php39, 000.00
2	Region 7 Site Validation	Php95, 000.00
3	Region 10 Site Validation	Php67, 000.00

**WHEREAS**, five (5) 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, three (3) bidders submitted their quotations within the set deadline for the submission of quotations on 18 October 2021;

**WHEREAS**, upon evaluation, below are the findings;

<b>Name of Bidder</b>	<b>Bid Amount (As Read)</b>	<b>Findings</b>
Annset Holidays, Inc.	Lot No. 1 – Php38, 000.00	Eligible
	Lot No. 2 – Php94, 500.00	Eligible
	Lot No. 3 – No bid	-
Mactan International Airport Shuttle Service MPC	Lot No. 1 – No bid	Only the transportation is included in the quotation.
	Lot No. 2 – Php16, 500.00	
	Lot No. 3 – No bid	
Orientwind Travel and Tours	Lot No. 1 – No bid	Above ABC
	Lot No. 2 – Php105, 000.00	
	Lot No. 3 – No bid	

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

<b>Name of Bidder</b>	<b>Bid Amount (As Calculated)</b>	<b>Ranking</b>
Annset Holidays, Inc.	Lot No. 1 – Php38, 000.00	Single Calculated Bid (SCB)
	Lot No. 2 – Php94, 500.00	Single Calculated Bid (SCB)

CERTIFIED TRUE COPY  
Procurement Mgt. Div.  
  
Noriannah P. Licman

**WHEREAS**, upon due evaluation and careful examination of the quotation submitted by **ANNSET HOLIDAYS, INC.**, being the bidder with the *Single Calculated Bid (SCB)* for Lot Nos. 1 and 2, its quotations have 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 Services of a DOT – Accredited Tour Operator for the Conduct of Glamping Standards Site Validation; and
- b) To declare **ANNSET HOLIDAYS, INC.** as the **Single Calculated and Responsive Bid (SCRB)** and to award the contract for Lot Nos. 1 and 2 for the Procurement of Services of a DOT – Accredited Tour Operator for the Conduct of Glamping Standards Site Validation, in the total amount of **ONE HUNDRED THIRTY TWO THOUSAND FIVE HUNDRED PESOS (Php132, 500.00)**, inclusive of all applicable taxes;
- c) To declare **FAILURE OF BIDDING** for Lot No. 3 for the Procurement of Services of a DOT – Accredited Tour Operator for the Conduct of Glamping Standards Site Validation pursuant to Section 35.1 (b) of the Revised Implementing Rules and Regulations (IRR) of Republic Act No. 9184;
- d) To recommend for approval by the Secretary of Tourism the foregoing findings.

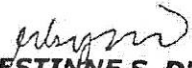
Resolved this 19<sup>th</sup> day of October 2021.

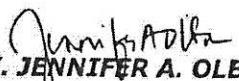
**Recommending Approval:**

  
**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. 2021-077)**

☒ **APPROVED** ☐ **DISAPPROVED:**

**CHRISTOPHER V. MORALES**

Assistant Secretary, Regional Operations, Coordination, and  
Tourism Standards and Regulation

21-00218

**SERVICE CONTRACT**

***Ground Handling Services for the Glamping Standards Site Validation (Lot 1 & 2)***

**KNOW ALL MEN BY THESE PRESENTS:**

That this Agreement, made and entered into this 04 November 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-Undersecretary for Tourism Regulation, Coordination, and Resource Generation, **MR. CHRISTOPHER V. MORALES**, of legal age, Filipino and hereinafter referred to as the "**FIRST PARTY**";

and

**ANNSET HOLIDAYS, INC.** is a private corporation existing and duly registered under the laws of the Philippines, with office address at Unit 206, The Manila Residences Tower II, Taft Avenue, Malate, Manila, represented by its Director for Sales & Marketing, **MS. BRENDA B. CONSUL** 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 formulate and enforce standards for the operation and maintenance of tourism enterprises, prescribing minimum and progressive levels of operating quality and efficiency consistent with local and international standards;

**WHEREAS**, pursuant to its mandates, the **FIRST PARTY**, through the *Office of Tourism Standards and Regulations – Standards Development Division (OTSR-SDD)*, will conduct the *Glamping Standards Site Validations (the "Site Validations")* in El Nido, Cebu and Dumaguete to validate the appropriateness of indicators and elements of the draft standard, and to identify existing features and elements for adoption in the development of the identified standard;

**WHEREAS**, pursuant to the above, the **FIRST PARTY** is in need of a DOT-Accredited Tour Operator to provide accommodation, transportation, and meals for the conduct of the Site Validations on 14 to 15 November 2021 in El Nido, Palawan, 17 to 19 November 2021 in Cebu, and 17 to 20 November 2021 in Dumaguete;

**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;

6/5

Morales

Consul

21-00218

WHEREAS, the Bids and Awards Committee (BAC) of the DOT, through **BAC Resolution No. 2021-192** has declared the **SECOND PARTY** to be the bidder with the Single Calculated and Responsive Bid (SCRB) for **Lot No. 1 – El Nido Site Validation and Lot 2 – Region 7 Site Validation**, 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:

**Lot 1 – El Nido Site Validation**

- A. Air Transportation
- Two (2) roundtrip plane tickets from NAIA to El Nido Airport via Airswift Airlines
  - The Manila to El Nido flight will be on November 14, 2021 at 06:55 AM, while the El Nido flight will be on November 15, 2021 at 05:20 PM
- B. Land Transportation
- Whole day van transportation for two (2) days within El Nido (14-15 November 2021)
  - Inclusive of gas, parking and toll fees, and accommodation, meals and RT-PCR tests of drivers
- C. Accommodation
- One (1) twin sharing room for one (1) night, inclusive of breakfast
    - Location: Barangay Villa Libertad  
Check in: 14 November 2021  
Check out: 15 November 2021

D. Meals

Day	Meals	
	Dine-in	Takeout
Day 1 (14 November 2021)	Lunch - 3 pax Dinner - 3 pax	N / A
Day 2 (15 November 2021)	Breakfast- 1 pax Lunch - 3 pax	Dinner - 2 pax

**Lot 2 – Region 7 Site Validation**

- I. Team 1 (Cebu)
- A. Land Transportation
- Whole day van transportation for three (3) days within Cebu (17-19 November 2021)
  - Inclusive of gas, parking and toll fees, and accommodation, meals and RT-PCR tests of drivers
- B. Water Transportation
- Four (4) roundtrip boat transportation from Mainit Port, Oslob to Bluewater Sumilon Island Resort v.v
- C. Accommodation
- Two (2) twin sharing rooms for two (2) nights, inclusive of breakfast

*McLoud*  
*G. F. L. L.*

21-00218

- a. Location 1: Moalboal, Cebu  
Check in – 17 November 2021  
Check out – 18 November 2021
- b. Location 2: Oslob, Cebu  
Check in – 18 November 2021  
Check out – 19 November 2021

D. Meals

Day	Meals	
	Dine-in	Takeout
Day 1 (17 November 2021)	Breakfast – 4 pax Lunch – 4 pax Dinner – 4 pax	N/A
Day 2 (18 November 2021)	Breakfast – 1 pax Lunch – 4 pax Dinner – 4 pax	N/A
Day 3 (19 November 2021)	Lunch – 3 pax	Dinner – 2 pax

II. Team II (Negros Oriental – Siquijor)

A. Land Transportation

1. Provide whole day van transportation for four (4) days (17-20 November 2021)
2. Inclusive of gas, parking and toll fees, RoRo transportation of van, and accommodation, meals and RT-PCR tests of drivers

B. Water Transportation

1. Provide three (3) round trip boat transfer from Dumaguete Port to Siquijor Port v.v.

C. Accommodation

1. Two (2) twin sharing rooms for three (3) nights inclusive of breakfast
  - a. Location 1: Dauin, Negros Oriental  
Check in – 17 November 2021  
Check out – 19 November 2021
  - b. Location 2: Siquijor  
Check in – 19 November 2021  
Check out – 20 November 2021

D. Meals

Day	Meals	
	Dine-in	Takeout
Day 1 (17 November 2021)	Lunch – 4 pax Dinner – 4 pax	N/A
Day 2 (18 November 2021)	Breakfast – 1 pax Lunch – 4 pax Dinner – 4 pax	N/A
Day 3 (19 November 2021)	Breakfast – 1 pax Lunch – 4 pax Dinner – 4 pax	N/A
Day 4 (20 November 2021)	Breakfast – 1 pax	Lunch – 3 pax

*G. F. [Signature]*



21-00218

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 **November 30, 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 **ONE HUNDRED THIRTY-TWO THOUSAND AND FIVE HUNDRED PESOS (PhP132,500.00)** 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. **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.

*G. F. Ball*  
*M. Connel*


21-00218

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.

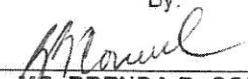
**DEPARTMENT OF TOURISM**

By:

  
**MR. CHRISTOPHER V. MORALES**  
OIC-Undersecretary for Tourism  
Regulation, Coordination, and Resource  
Generation


**ANNSET HOLIDAYS, INC.**

By:

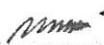
  
**MS. BRENDA B. CONSUL**  
Director, Sales & Marketing

Signed in the Presence of

  
**MR. JC JAN O. CUETO**

  
**MS. NERIA A. TRABALLO**

**FUNDS AVAILABLE:**

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

**ACKNOWLEDGEMENT**

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

On this 14th day of December, 2021 personally appeared before me, a Notary Public in and for the City of makati, the following persons:

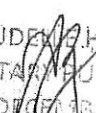
Name	Government ID	Date Issued	Place Issued
Mr. Christopher V. Morales	<u>PA# P26339578</u>		
Ms. Brenda B. Consul	<u>SS# 03-7008862-4</u>		

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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Page No. 80  
Book No. III  
Series of 2021

**NOTARY PUBLIC**

  
ATTY. AUDEN H. ZAMORA  
NOTARY PUBLIC  
UNTIL DECEMBER 2021  
PENTHOUSE, LEGAL AFFAIRS SERVICE, DOT BLDG  
PTR NO. 8144612 - 1715/20 - MAKATI CITY  
IBP LIFETIME MEMBER 00646 / MAKATI CITY  
ROLL NO. 4-115 MCLE VI-0024349