PHILIPPINE BIDDING DOCUMENTS



Procurement of GOODS

Government of the Republic of the Philippines

INVITATION TO BID FOR THE SERVICES OF A TOUR OPERATOR FOR THE IMPLEMENTATION OF THE REGIONAL TRAVEL FAIR (RTF) IN CALABARZON 2022

ITB-TPB-2022-007

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Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the "name of the Procuring Entity" and "address for bid submission," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*.(2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – BangkoSentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means "delivered duty paid."

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

Foreign-funded Procurement or Foreign-Assisted Project—Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as "Call-Offs," are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC –Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term "related" or "analogous services" shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB –Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

- **PSA** Philippine Statistics Authority.
- **SEC** Securities and Exchange Commission.
- **SLCC** Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.

INVITATION TO BID FOR (ITB NO. 2022-007)

SERVICES OF A TOUR OPERATOR FOR THE IMPLEMENTATION OF THE REGIONAL TRAVEL FAIR (RTF) IN CALABARZON 2022

1. The *Tourism Promotions Board (TPB)*, through 2022 Corporate Operating Budget (COB) intends to apply the sum of *Three Million Five Hundred Fifty-One Thousand Pesos Only (PhP3,551,000.00)* being the Approved Budget for the Contract (ABC) to payments under the contract for *Services of a Tour Operator for the Implementation of the Regional Travel Fair (RTF) in CALABARZON 2022*.

Interested bidders may participate provided that the Technical and Financial documents shall be completely submitted as prescribed in the bidding documents. Bids received in excess of the ABC shall be automatically rejected at bid opening.

2. The Tourism Promotions Board (TPB) now invites bids for Services of a Tour Operator for the Implementation of the Regional Travel Fair (RTF) in CALABARZON 2022. Delivery of the Goods and Services is required based on the provided Schedule of Delivery and upon receipt of the signed and approved Notice to Proceed (NTP).

Bidders should have completed, *at least three (3) years* from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

3. Bidding will be conducted through open competitive bidding procedures using a nondiscretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

- Prospective Bidders may obtain further information from *Tourism Promotions Board Bids and Awards Committee (TPB BAC) Secretariat* and inspect the Bidding Documents at the address given below during office hours from 08:00 A.M. to 05:00
 P.M. from Monday Friday (or during the weekdays).
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on 15 June -05 July 2022 herein stated and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos Only (PhP5,000.00). The Tourism Promotions Board (TPB) shall allow the bidder to present its proof of payment for the fees: copy of the payment receipt

from the Cash Division and the acknowledgement receipt duly accomplished and signed by the bidder/s. Bidder may participate provided that the Financial Proposal do not exceed in the ABC.

Note: Bidders who have tend to pay the bidding documents via fund/bank transfer, please facilitate the payment three (3) working days before the deadline of submission of bids in order for the TPB Cash Division to issue an Official Receipt and other relevant documents.

It may also be downloaded free of charge from the website of the *Philippine Government Electronic Procurement System (PhilGEPS)* and the corporate website of the *Tourism Promotions Board (TPB)*, provided that Bidders shall pay the applicable fee for the Bidding Documents *three (3) days before* the submission of their bids.

The *Tourism Promotions Board (TPB)* will hold a Pre-Bid Conference¹ on *23 June 2022, 01:30 P.M.* through video conferencing or webcasting *via Zoom platform* which shall be open to prospective bidders.

Zoom Meeting ID : 982 5947 5813 Passcode : 302067

(Note: The venue for the Pre-Bid Conference may be subject to change in compliance with GPPB Resolution No. 09-2020, dated 7 May 2020, and other relevant issuances which will be posted through a Supplemental Bid Bulletin, if any.)

- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **05 July 2022 at 12:30 P.M.** Late bids shall not be accepted.
- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
- 9. Bid opening shall be on **05 July 2022 at 01:00 P.M.** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity. Late bids shall not be accepted.

(Note: The manner of submission may be subject to change in compliance with GPPB Resolution No. 09-2020, dated 7 May 2020, and other relevant issuances which will be posted through a Supplemental Bid Bulletin, if any.

10. The **Tourism Promotions Board (TPB)** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

11. For further information, please refer to:

Eloisa A. Romero/Genesis Weiyn B. Lee BAC Secretariat, Tourism Promotions Board 4th Floor Legaspi Towers 300, Roxas Boulevard, Manila Tel. No. (8) 525-9318 local 266 E-mail: <u>bac sec@tpb.gov.ph/genesis lee@tpb.gov.ph</u> Fax No. (02) 526-5971

12. You may visit the *Tourism Promotions Board (TPB)* and other websites:

For downloading of Bidding Documents: <u>www.tpb.gov.ph</u>. For the actual posting of the requirement: <u>www.philgeps.gov.ph</u>.

15 June 2022

ATTY. VENANCIO C. MANUEL III Chairperson Bids and Awards Committee

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, [Tourism Promotions Board] wishes to receive Bids for the Services of a Tour Operator for the Implementation of the Regional Travel Fair (RTF) in CALABARZON 2022], with identification number [indicate number].

[Note: The Project Identification Number is assigned by the Procuring Entity based on its own coding scheme and is not the same as the PhilGEPS reference number, which is generated after the posting of the bid opportunity on the PhilGEPS website.]

The Procurement Project (referred to herein as "Project") is composed of [*indicate number of lots or items*], the details of which are described in Section VII (Technical Specifications).

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for [FY 2022] in the amount of [Three Million Five Hundred Fifty-One Thousand Pesos Only (PhP3,551,000.00)].
- 2.2. The source of funding is:
 - a. TPB the Corporate Operating Budget for FY 2022.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and

obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. [Select one, delete other/s]
 - a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
 - b. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.
- 7.2. [If Procuring Entity has determined that subcontracting is allowed during the bidding, state:] The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. [If subcontracting is allowed during the contract implementation stage, state:] The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address {[insert if applicable] and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause5.3 should have been completed within *[state relevant period as provided in paragraph 2 of the IB]* prior to the deadline for the submission and receipt of bids.

Certificate of Project Completion which must be <u>Satisfactory as additional</u> <u>supporting documents</u>.

10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.
- 11.5. *[Include if Framework Agreement will be used:]* Financial proposals for single or multi-year Framework Agreement shall be submitted before the deadline of submission of bids as prescribed in the **IB**. For multi-year Framework Agreement, evaluation of the financial proposal during this stage is for purposes of determining eligibility and whether or not such financial proposal is within the ABC.

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, exwarehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in e.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the BDS, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the BDS. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in SectionVII (Technical Specifications).

13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- 13.2. Payment of the contract price shall be made in:
 - a. Philippine Pesos.

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration² or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until *[indicate date]*. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB**.

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

 $^{^2}$ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated *"passed,"* using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in Section VII (Technical Specifications), although the ABCs of these lots or items are indicated in the BDS for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

Option 1 - One Project having several items that shall be awarded as one contract.

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause			
5.3	For this purpose, contracts similar to the Project shall be:		
	SERVICES OF A TOUR OPERATOR FOR THE IMPLEMENTATION OF THE REGIONAL TRAVEL FAIR (RTF) IN CALABARZON 2022		
	 A. Tourism Forum (Webinar) The Tourism Forum is focused on educating at least 500 tourism stakeholders, which aims to update the knowledge and enhance the understanding of the participants about updates on Tourism Industry. B. Travel Exchange (TRAVEX)/(B2B) ON-SITE 		
	TPB will conduct a Business-to-Business meeting between participating Buyers and Sellers. The B2B is expected to generate direct sales and business leads, renew business deals, and allow them to network and meet new business partners.		
	C. Business-to-Consumer (B2C) It is a 2-day online selling of discounted domestic tour packages to the consumers to be participated in by exhibitors from the host regions composed of domestic travel tour operators and travel agents, domestic hotels and resorts, destination management companies, domestic airlines, etc.		
	D. Pre/Post Tour Activities of the RTF Sellers and Buyers This is an activities to educate the travel trade with new tourism destinations and to expand tour package offerings in the country.		
7.1	Subcontracting is not allowed.		
12	The price of the Goods shall be quoted DDP of the Republic of the Philippines or the applicable International Commercial Terms (INCOTERMS) for this Project.		
12.1	Other Terms and Conditions:		
	1. Assistance in preparing/ securing entry documents, as necessary.		
	2. Willingness to respond to immediate/unforeseen changes in specifications.		
	3. Willing to provide services on a "send-bill" arrangement. Processing of payment shall be initiated upon certification by the end-user of satisfactory completion of services and issuance of billing statements accompanied by supporting documents by the supplier. Payment must be made in accordance with prevailing accounting and auditing rules and regulations.		

[
	 Bidders must adhere to the DOT Guidelines from the Memorandum Circular No. 2020-008 and 2020-011, as well as the IATF Safety Guidelines and Protocols. 			
	5. Bidders must be Department of Tourism (DOT) Accredited Tour Operator or Transport Operator Company.			
	Bidders must secure sponsorship or discounted rates which should be deducted to total expenses.			
	 Tour activities and/or schedules/dates may still be changed based on recommendations on the DOT Regional Office and IATF orders on local travel restrictions. 			
13.3	The ABC is Three Million Five Hundred Fifty-One Thousand Pesos Only (PhP3,551,000.00) . Any bid with a financial component exceeding these amounts shall not be accepted.			
	Note: In the event that two or more bidders submit the same financial proposal and have been post-qualified as the Lowest Calculated Responsive Bid (LCRB), the Tourism Promotions Board (TPB) shall use "draw lots" to break a tie.			
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts as follows:			
	a. The amount of not less than Seventy-One Thousand and Twenty Pesos Only (PhP71,020.00) or <i>equivalent to two percent (2%) of ABC,</i> if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or			
	b. The amount of not less than One Hundred Seventy-Seven Thousand Five Hundred Fifty Pesos Only (PhP177,550.00) or equivalent to five percent (5%) of ABC] if bid security is in Surety Bond.			
17.1	Bids will be valid One Twenty (120) Days from the date of the opening of bids.			
17.1 (a)	Performance Security Bond should be valid for one (1) year from the date of the opening of bids.			
17.2	The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184. The evaluation of the eligibility documents shall also implement the GPPB Resolution 15-2021 as of 01 January 2022.			
19.3	Not applicable.			
20.2	Not applicable.			

20.3	The Technical and Financial Documents must be submitted at 4 th Floor Legaspi Towers 300, Roxas Blvd., Manila. Please proceed to the PGSD, Administrative Department, with the prescribed format below.			
	The bidder shall submit one (1) original and two (2) copies of the Technical and Financial Documents with all section <u>separated by dividers and properly</u> <u>labeled/tabs</u> .			
	MAIN ENVELOPE			
	1 st Envelope (marked as "ORIGINAL")			
	Technical Envelope (marked as "Original")			
	Financial Envelope (marked as "Original")			
	2nd Envelope (marked as "COPY 1")			
	Technical Envelope (marked as "Copy 1")			
	Financial Envelope (marked as "Copy 1")			
	<u>3rd Envelope (marked as "COPY 2")</u>			
	Technical Envelope (marked as "Copy 2")			
	Financial Envelope (marked as "Copy 2")			
21	The address for submission of Technical and Financial documents is at 4th Floor Legaspi Towers 300, Roxas Blvd., Manila.			
	The deadline for submission of bids is on 05 July 2022, 12:30 P.M.			
	(Note: The manner of submission may be subject to change in compliance with GPPB Resolution No. 09-2020, dated 7 May 2020, and other relevant issuances which will be posted through a Supplemental Bid Bulletin, if any.			
21.2	Additional Documents to be submitted during the Post-Qualification Stage :			
	 Adherence to the DOT Guidelines from the Memorandum Circular No. 2020-008 and 2020-011, as well as the IATF Safety Guidelines and Protocols; and Valid Department of Tourism (DOT) Certificate of Accreditation or Provisional Certificate of Accreditation (TPB to consider if their DOT certification is subject to renewal). 			

24.1	The place of bid opening is:
	TPB Boardroom – 4 th Floor Legaspi Towers 300, Roxas Blvd., Manila
	The Date and Time of Bid Opening: 05 July 2022, 01:00 P.M.
	(Note: The manner of submission may be subject to change in compliance with GPPB Resolution No. 09-2020, dated 7 May 2020, and other relevant issuances which will be posted through a Supplemental Bid Bulletin, if any.
29.2	Additional documents to be submitted upon Post – Qualification Stage:
	Documentary requirement that shall be submitted by the Lowest/Single Calculated Bidder within three (3) calendar days from the receipt by the Bidder of Notice/advice from the concerned officers/authorities. The Bidder may opt to submit the documents on the date of the bidding the following:
	 a. Latest Income and Business Tax Returns, as finally reviewed and approved by the BIR (Most recent and applicable); b. Current and valid Certificate of the PhilGEPS Registration; c. BIR Registration Certificate, which contain the Taxpayers` Identification Number; d. List of completed tours conducted in the past three (3) years.
	Note: Failure of the bidder declared as the Lowest/Single Calculated Bid (L/SCB) duly submitted the requirements under this Clause of a finding against the veracity of such shall be ground for forfeiture of the Bid Security and Disqualification by the Bidder for Award.
Error! Refere	a. Department of Tourism (DOT) accredited Tour Operator or Transport Operator Company.
nce source	b. Willing to provide services on a "send-bill" arrangement
not found.	c. At least 3 years in operations in services of tour operator
	d. Must have handled at least three (3) similar projects. Submit a copy of the certificate of satisfactory completion for completed government and private projects
	e. Secured sponsorship or discounted rates should be deducted to total expenses
34. 1	The effective date of the Contract is based on the provided Schedule of Delivery and upon receipt of the signed and approved Notice to Proceed (NTP).

*** Nothing Follows ***

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC).**

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

[Include the following clauses if Framework Agreement will be used:]

- 2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.
- 2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.*[[Include if Framework Agreement will be used:] In the case of* Framework Agreement, the Bidder

may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.}

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project *{[Include if Framework Agreement will be used:]* or Framework Agreement*]* specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC**, **Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause				
1	[List here any additional requirements for the completion of this Contract. T following requirements and the corresponding provisions may be delete amended, or retained depending on its applicability to this Contract:]			
	Delivery and Documents –			
	For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:			
	[For Goods supplied from abroad, state:] "The delivery terms applicable to the Contract are DDP delivered [indicate place of destination]. In accordance with INCOTERMS."			
	[For Goods supplied from within the Philippines, state:] "The delivery terms applicable to this Contract are delivered [indicate place of destination]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."			
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).			
	For purposes of this Clause the Tourism Promotions Board (TPB) 's Representatives at the Project Site are Ms. Teresita D.L. Landan as End-user unit and Ms. Michelle S. Alcantara as Project Officer from the Domestic Promotions Department.			
	Incidental Services –			
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:			
	Select appropriate requirements and delete the rest.			
	a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;			
	 furnishing of tools required for assembly and/or maintenance of the supplied Goods; 			
	 furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; 			

Supplier for incidental services and shall not exceed the prevailing rate charged to other parties by the Supplier for similar services.Packaging –The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in this Contract. The packaging shall be sufficient to withstand without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage Packaging case size and weights shall take into consideration, when appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.The packaging, marking, and documentation within and outside the package shall comply strictly with such special requirements as shall be expressib provided for in the Contract, including additional requirements, if any specified below, and in any subsequent instructions ordered by the Procuring Entity.	 d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and 		
Supplier for incidental services and shall not exceed the prevailing rate charged to other parties by the Supplier for similar services. Packaging – The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in this Contract. The packaging shall be sufficient to withstand without limitation, rough handling during transit, and open storage Packaging case size and weights shall take into consideration, when appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit. The packaging, marking, and documentation within and outside the package shall comply strictly with such special requirements as shall be expressib provided for in the Contract, including additional requirements, if any specified below, and in any subsequent instructions ordered by the Procuring Entity. The outer packaging must be clearly marked on at least four (4) sides a follows: Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions	e. [Specify additional incidental service requirements, as needed.]		
The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in this Contract. The packaging shall be sufficient to withstand without limitation, rough handling during transit, and open storage Packaging case size and weights shall take into consideration, when appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit. The packaging, marking, and documentation within and outside the package shall comply strictly with such special requirements as shall be express provided for in the Contract, including additional requirements, if any specified below, and in any subsequent instructions ordered by the Procuring Entity. The outer packaging must be clearly marked on at least four (4) sides a follows: Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special lifting instructions	The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.		
 prevent their damage or deterioration during transit to their final destination as indicated in this Contract. The packaging shall be sufficient to withstand without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage Packaging case size and weights shall take into consideration, when appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit. The packaging, marking, and documentation within and outside the package shall comply strictly with such special requirements as shall be expressible provided for in the Contract, including additional requirements, if any specified below, and in any subsequent instructions ordered by the Procuring Entity. The outer packaging must be clearly marked on at least four (4) sides a follows: Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions 	Packaging –		
 shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any specified below, and in any subsequent instructions ordered by the Procuring Entity. The outer packaging must be clearly marked on at least four (4) sides a follows: Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions 	The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.		
follows: Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions	The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any specified below, and in any subsequent instructions ordered by the Procuring Entity.		
Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions	The outer packaging must be clearly marked on at least four (4) sides as follows:		
Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions	Name of the Procuring Entity		
Final Destination Gross weight Any special lifting instructions Any special handling instructions	Name of the Supplier		
Gross weight Any special lifting instructions Any special handling instructions	Contract Description		
Any special lifting instructions Any special handling instructions	Final Destination		
Any special handling instructions	Gross weight		
	Any special lifting instructions		
Any relevant HAZCHEM classifications	Any special handling instructions		
	Any relevant HAZCHEM classifications		

	The Supplier must comply with the packaging terms if applicable. Transportation – Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract,
	shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
	Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.
	Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.
	The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.
	Intellectual Property Rights –
	The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
2.2	[If partial payment is allowed, state] "The terms of payment shall be as follows: (See 10.1)."

	PARTICULAR CALABARZON PhP3,551,000.00 • Acceptance and app lease of venue and itin • Completion of requirement			ERMS OF PAYMENT
	 PhP3,551,000.00 Acceptance and applease of venue and itim Completion of requirements 	vroved menu	100%	
•	lease of venue and itirCompletion of required	vroved menu	100/00	of the total contract pric
•			15% c	of the total contract price
•	econnour requirement		35% c	of the total contract price
	 Full completion of de event with accomplishment report 	corresponding	40 % o	of the total contract price
•	Submission of Terminal Report and Certification of Project Completion 10 % of the total contract		of the total contract price	
17.4 Du	uration of the Project:			
	COMPONENTS	CALABARZ	ON	TARGET NUMBERS OF
	Tourism Webinar	CALABARZ 27 October 2	ON	TARGET NUMBERS OF PARTICIPANTS Max. of 100
			2022	PARTICIPANTS
	Tourism Webinar Half-day Onsite Business to Business Session (B2B)	27 October 2	2022 2022 2022	PARTICIPANTS Max. of 100
	Tourism Webinar Half-day Onsite Business to Business Session (B2B) Whole-day Business to Consumer Session (B2C)	27 October 2 28 October 2 29-30 Octo	2022 2022 2022 ber	PARTICIPANTS Max. of 100 50 Sellers / 50 Buyers

*** Nothing Follows ***

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date, which is the date of delivery to the project site.

CALABARZON #Discover CALABARZON (Sta. Rosa, Laguna) 27-30 October 2022

ltem Number	Description	Effective Period
1	Submission of final menu and signed contract with the lease of venue	7 days before the event subject to mutual agreement with TPB and winning bidder
2	Deliveries of complete care kits on site for the registration	5 days before the event subject to mutual agreement with TPB and winning bidder
3	Completed hotel bookings requirements	7 days before the event subject to mutual agreement with TPB and winning bidder
4	Terminal Report of 4-day Activities with trip ticket reports of transportation services	5 to 7 days after the event subject to mutual agreement with TPB and winning bidder

Note: The detailed deliverables and services are provided in the **Section VII. Technical Specification** of the Bidding Documents.

*** Nothing Follows ***

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.*, production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "or at least equivalent." References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

Technical Specifications

Services of a Tour Operator for the Implementation of the Regional Travel Fair (RTF) in CALABARZON 2022 #Discover CALABARZON (Sta. Rosa, Laguna)		Approved Budget for the Contract (ABC) Three Million Five Hundred Fifty-One Thousand Pesos Only (PhP3,551,000.00)		
			STATEMENT OF COMPLIANCE	
	SCOPE OF SERVICES		COMPLY	NOT COMPLY
A. Transportation				
 TPB Secretariat and TPB Officials CALABARZON: Manila-Sta. Rosa- point to point for the TPB Personnel 	 a. Two (2) units vans b. 25 October to 01 Nover c. Air-conditioned d. 10 seaters e. Toyota in 2019 or newe f. Inclusive of fuel, park accommodation if deer g. Inclusive of point-to-po Personnel 	r ing, overtime, meals, and ned necessary		
 2. Shuttle Services of Participants Duration: October 27, 2022 Manila-Sta. Rosa November 1, 2022 Sta. Rosa-Manila B. All assigned person 	 a. Three (3) unit vans for the RTF Sellers' Participants b. Air-conditioned c. 10 seaters d. Toyota in 2019 or newer e. Inclusive of fuel, parking, overtime, meals, and accommodation if deemed necessary 		respective	IGUs rules
. .	B. All assigned personnel shall follow the health protocol provided by IATF and respective LGUs rule and regulations. The winning bidder shall bear their RT PCR expense for assigned personnel.			
POST TOURS BUYERS/SELLERS	CALABARZON			
1. Transportation for Buyers and Sellers	Buyer's Post TourSeller's Post Tour27-30 October 202231 October 20224-days / 3 nightsDay Trip			

	a. Two (2) units of Buses at least 2018 model	a. One (1) unit of bus at least 2018 model	
	b. Air conditioned	b. Air conditioned	
	c. 30-40 seaters with comfortable chair for a long travel	c. 30-40 seaters with comfortable chair for a long travel	
		e. Inclusive of fuel, parking, overtime, meals, toll fees and accommodation of drivers	
	f. Uniformed Drivers and co-driver/assistant	f. Uniformed Drivers and co-driver/assistant	
	g. Assembly at TPB Lobby at Legaspi Towers 300	g. Hotel in Sta. Rosa (TBA)	
2. Hotel Accommodation for the " Buyers Only "	 a. Three (3) nights b. Twenty-Seven (27) Twin Share Rooms (2 beds in a room) inclusive of TPB Personnel c. Inclusive of breakfast d. At least 3–4-star category e. With Wi-Fi connection f. Duration: 27-30 October 2022 		
		1	
	RTF BUYERS	RTF SELLERS	
	(Pre/Post Tours)		
3. Meals during the		A. Business to	
tour inclusive of	,	Consumer (B2C)	
drinks	Lunch, Dinner and with	RTF Sellers (Mall	
	AM/PM Snacks	Activation)	
	<u>Day 2</u>	Meals for the Mall Activation at least	
	Lunch, Dinner and with	minimum of One	
	AM/PM Snacks	Thousand Pesos	
		(Php1,000.00) Per Pax	
	Day 3	per day inclusion of	
	Meals for Lunch and	Lunch, AM/PM Snacks,	
	Dinner c/o B2B Session in Sta. Rosa	and Dinner can be a restaurant within the mall.	

	Day 4 Lunch, Dinner, and AM/PM Snacks	29 October 2022 For One Hundred (100) persons 30 October 2022 For One Hundred (100) persons	
		B. Post Tour Meals	
		31 October 2022 For 60 pax Meals for the Mall Activation at least minimum of One Thousand Five Hund Pesos (Php1,500.00) Per Pax per day inclusion of Lunch, AM/PM Snacks, and Dinner.	
		Lunch	
		AM/PM Snacks (native delicacies of the destination)	
		Dinner	
4. Tour fees/Food Demonstration	Inclusion of entrance fees, boat rides, at least with one (1) wellness package, tour guides, and other activities during the tour for fifty-four (54) pax	Inclusion of entrance fees, boat rides, tour guides, and other activities during the tour for sixty (60) pax	
5. Travel Insurance	For 54 pax inclusive of Covid-19 coverage	For 60 pax inclusive of Covid-19 coverage	
6. Others	a. Inclusive of 500 each for 4 pax mobile data for the TPB/DOT Personnel	a. Inclusive of 500 each for 4 pax mobile data for the TPB/DOT Personnel	
		b. pouches of care kits for safety protocol (alcohol	

	b. pouches of care kits for safety protocol (alcohol or sanitizer, facemask, wipes, and tissues) for the TPB/DOT personnel	or sanitizer, facemask, wipes, and tissues) for the TPB/DOT personnel and participants	
	and participants		
7. Giveaways for the Buyers/Sellers	150 pcs. Tumbler with a approved by TPB)	logo of RTF (design to be	
8. On-site Related Expenses	Provision of on-site related expenses in the amount of Sixty Thousand Pesos (Php40,000.00) that may incurred during the tour.	amountofSixtyThousandPesos(Phpy30,000.00)thatmay incurred during thetour.	
9. All assigned personr	nel must be fully Vaccinated	and shall follow the health	
protocol provided by I			
10. The Bidder shall shoulder the RT PCR and other health protocol requirements if applicable.			

I hereby certify to comply and deliver all of the above requirements provided on pages 41-44 of these bidding documents.

Name of the Company

Signature over Printed Name of the Authorized Representative Date

*** Nothing Follows ***

TECHNICAL SPECIFICATIONS SERVICES OF TOUR OPERATOR 10th REGIONAL TRAVEL FAIR (HYBRID) Proposed Dates: 27-30 October 2022 - #Discover CALABARZON (Sta. Rosa, Laguna)

As of 10 June 2022

Note: Date of the event is subject to change based on the actual site validation and coordination meetings with the concerned DOT Regional offices and LGUs, as well as on the existing IATF Rules and Regulations.

I. BACKGROUND

Following the successful implementation of last year's hybrid edition of Regional Travel Fairs (RTF) featuring Eastern Visayas Region's "Infinite Escape," and Zamboanga Peninsula's #OnceAgainZampen, the Tourism Promotions Board (TPB) will stage anew two separate hybrid Regional Travel Fairs in 2021, particularly featuring Bicol Region and CALABARZON Region to be held on April and October 2022, respectively. This is an excellent opportunity for the host regions to showcase their respective tourism offerings in strategic partnership with LGUs and private local industry players.

The 4-day RTF will feature a half-day tourism webinar, whole-day onsite Business-to-Business (B2B), and a two-day Business-to-Consumer (B2C) online selling to the public/consumer of discounted domestic tour packages, airline tickets, accommodation, and other tourism-related products and services being offered by the regions.

The on-site Business-to-Business (B2B) session to be participated by at least fifty (50) Buyers from NCR and 50 to 60 Sellers from the featured Regions aims to renew and expand their business network and have opportunities to innovatively develop travel-related business operations aligned with the government's health and safety guidelines and protocols. A half-day webinar on the other hand will focus on best practices on tourism operation which will be opened to all tourism stakeholders.

Business-to-Consumer will be held with 22 Exhibitors booth to be manned by Region 4A Provincial Tourism Officers and DOT Regional Offices. The event is opened to on-site consumers and these booth will be feature product demonstrations of artisans, cuisines and other tourism offerings and live selling and interviews will be held here. Post tours for the Sellers and Buyers is also part of the travel fair.

II. OBJECTIVES:

The event aims to regain the consumer's public interest to travel domestically following the new norms in travel and help the local tourism industry bounce back from the impact of the COVID-19 pandemic.

III. COMPONENTS OF REGIONAL TRAVEL FAIR (HYBRID EDITION)

A. Tourism Forum (Webinar)

The Tourism Forum is focused on educating at least 500 tourism stakeholders, which aims to update the knowledge and enhance the understanding of the participants about updates on Tourism Industry.

B. Travel Exchange (TRAVEX)/(B2B) ON-SITE

TPB will conduct a Business-to-Business meeting between participating Buyers and Sellers. The B2B is expected to generate direct sales and business leads, renew business deals, and allow them to network and meet new business partners.

C. Business-to-Consumer (B2C)

It is a 2-day online selling of discounted domestic tour packages to the consumers to be participated in by exhibitors from the host regions composed of domestic travel tour operators and travel agents, domestic hotels and resorts, destination management companies, domestic airlines, etc.

D. Pre/Post Tour Activities of the RTF Sellers and Buyers

This is an activities to educate the travel trade with new tourism destinations and to expand tour package offerings in the country.

COMPONENTS	CALABARZON	TARGET NUMBERS OF PARTICIPANTS
Tourism Webinar Half-day	27 October 2022	Max. of 100
Onsite Business to Business Session (B2B) Whole-day	28 October 2022	50 Sellers / 50 Buyers
Business to Consumer Session (B2C) Two-day	29-30 October 2022	50 Exhibitors
Buyers Pre-Tour Activities	27-30 October 2022	50 Buyers
Sellers Post Tour	31 October 2022	50 Sellers

Proposed Venue and Schedule of Activities: * subject to change

I. SCOPE OF SERVICES AND DELIVERABLES:

PARTICULARS	AMOUNT IN PHP
ABC FOR CALABARZON	3,551,000.00
	Three Million Five Hundred Fifty-One
	Pesos

DELIVERABLES (PART 1) 4-day RTF Travel Fair	SPECIFICATION
C. Transportation	
 TPB Secretariat and TPB Officials CALABARZON : Manila-Sta. Rosapoint to point for the TPB Personnel 	 a. Two (2) units vans b. 25 October to 01 November 2022 c. Air-conditioned d. 10 seaters e. Toyota in 2019 or newer f. Inclusive of fuel, parking, overtime, meals, and accommodation if deemed necessary g. Inclusive of point-to-point shuttle services for TPB Personnel
 2. Shuttle Services of Participants Duration : October 27, 2022 Manila-Sta. Rosa November 1, 2022 Sta. Rosa-Manila 	 a. Three (3) units vans for the RTF Sellers' Participants b. Air-conditioned c. 10 seaters d. Toyota in 2019 or newer e. Inclusive of fuel, parking, overtime, meals, and accommodation if deemed necessary
	the health protocol provided by IATF and respective LGUs ing bidder shall bear their RT PCR expense for assigned

POST TOURS BUYERS/SELLERS	CALABARZON	
 Transportation for Buyers and Sellers 	Buyer's Post Tour 27-30 October 2022 4-days / 3 nights	Seller's Post Tour 31 October 2022 Day Trip

	a. Two (2) units of Buses at least 2018 model	a. One (1) unit of bus at least 2018 model
	b. Air conditioned	b. Air conditioned
	c. 30-40 seaters with comfortable chair for a long travel	c. 30-40 seaters with comfortable chair for a long travel
	e. Inclusive of fuel, parking, overtime, meals, toll fees and accommodation of drivers	e. Inclusive of fuel, parking, overtime, meals, toll fees and accommodation of drivers
	f. Uniformed Drivers and co- driver/assistant	f. Uniformed Drivers and co- driver/assistant
	g. Assembly at TPB Lobby at Legaspi Towers 300	g. Hotel in Sta. Rosa (TBA)
2. Hotel Accommodation for the	a. Three (3) nights	
"Buyers Only"	b. Twenty-Seven (27) Twin Sha	are Rooms
	(2 beds in a room) inclusive	of TPB Personnel
	c. Inclusive of breakfast	
	d. At least 3–4-star category	
	e. With Wi-Fi connection	
	f. Duration: 27-30 October 2	022
	RTF BUYERS (Pre/Post Tours)	<u>RTF SELLERS</u>
3. Meals during the tour	<u>Day 1</u>	C. Business to Consumer
inclucivo ot drinko		
inclusive of drinks	Breakfast on board, Lunch,	(B2C)
	Dinner and with AM/PM	(B2C) RTF Sellers (Mall Activation)
		(B2C)
inclusive of unnes	Dinner and with AM/PM Snacks	(B2C) RTF Sellers (Mall Activation)
	Dinner and with AM/PM Snacks Day 2	(B2C) RTF Sellers (Mall Activation) Meals for the Mall Activation at least minimum of One Thousand Pesos
	Dinner and with AM/PM Snacks <u>Day 2</u> Lunch, Dinner and with	(B2C) RTF Sellers (Mall Activation) Meals for the Mall Activation at least minimum of One Thousand Pesos (Php1,000.00) Per Pax per day
	Dinner and with AM/PM Snacks Day 2	(B2C) RTF Sellers (Mall Activation) Meals for the Mall Activation at least minimum of One Thousand Pesos (Php1,000.00) Per Pax per day inclusion of Lunch, AM/PM
	Dinner and with AM/PM Snacks Day 2 Lunch, Dinner and with AM/PM Snacks	(B2C) RTF Sellers (Mall Activation) Meals for the Mall Activation at least minimum of One Thousand Pesos (Php1,000.00) Per Pax per day inclusion of Lunch, AM/PM Snacks, and Dinner can be a
	Dinner and with AM/PM Snacks Day 2 Lunch, Dinner and with AM/PM Snacks Day 3	(B2C) RTF Sellers (Mall Activation) Meals for the Mall Activation at least minimum of One Thousand Pesos (Php1,000.00) Per Pax per day inclusion of Lunch, AM/PM
	Dinner and with AM/PM Snacks Day 2 Lunch, Dinner and with AM/PM Snacks Day 3 Meals for Lunch and Dinner	(B2C) RTF Sellers (Mall Activation) Meals for the Mall Activation at least minimum of One Thousand Pesos (Php1,000.00) Per Pax per day inclusion of Lunch, AM/PM Snacks, and Dinner can be a restaurant within the mall.
	Dinner and with AM/PM Snacks Day 2 Lunch, Dinner and with AM/PM Snacks Day 3	(B2C) RTF Sellers (Mall Activation) Meals for the Mall Activation at least minimum of One Thousand Pesos (Php1,000.00) Per Pax per day inclusion of Lunch, AM/PM Snacks, and Dinner can be a
	Dinner and with AM/PM Snacks Day 2 Lunch, Dinner and with AM/PM Snacks Day 3 Meals for Lunch and Dinner	(B2C) RTF Sellers (Mall Activation) Meals for the Mall Activation at least minimum of One Thousand Pesos (Php1,000.00) Per Pax per day inclusion of Lunch, AM/PM Snacks, and Dinner can be a restaurant within the mall. 29 October 2022 For One Hundred (100)

		 D. Post Tour Meals 31 October 2022 For 60 pax Meals for the Mall Activation at least minimum of One
		Thousand Five Hund Pesos (Php1,500.00) Per Pax per day inclusion of Lunch, AM/PM Snacks, and Dinner.
		Lunch
		AM/PM Snacks (native delicacies of the destination)
4. Tour fees/Food Demonstration	Inclusion of entrance fees, boat rides, at least with one (1) wellness package, tour guides, and other activities during the tour for fifty-four (54) pax	Dinner Inclusion of entrance fees, boat rides, tour guides, and other activities during the tour for sixty (60) pax
5. Travel Insurance	For 54 pax inclusive of Covid- 19 coverage	For 60 pax inclusive of Covid- 19 coverage
6. Others	c.Inclusive of 500 each for 4 pax mobile data for the TPB/DOT Personnel	a. Inclusive of 500 each for 4 pax mobile data for the TPB/DOT Personnel
	 d. pouches of care kits for safety protocol (alcohol or sanitizer, facemask, wipes, and tissues) for the TPB/DOT personnel and participants 	 b. pouches of care kits for safety protocol (alcohol or sanitizer, facemask, wipes, and tissues) for the TPB/DOT personnel and participants
7. Giveaways for the Buyers/Sellers	150 pcs. Tumbler with a logo of TPB)	f RTF (design to be approved by
8. On-site Related Expenses	Provision of on-site related expenses in the amount of Sixty Thousand Pesos (Php40,000.00) that may incurred during the tour.	Provision of on-site related expenses in the amount of Sixty Thousand Pesos (Phpy30,000.00) that may incurred during the tour.

9. All assigned personnel must be fully Vaccinated and shall follow the health protocol provided by IATF and respective LGUs rules and regulations.

10. The Bidder shall shoulder the RT PCR and other health protocol requirements if applicable.

III. SPECIAL/ADDITIONAL REQUIREMENTS

Tour Services Provider must be:

- Department of Tourism (DOT) accredited Tour Operator or Transport Operator Company.
- Willing to provide services on a "send-bill" arrangement
- At least 3 years in operations in services of tour operator
- Must have handled at least three (3) similar projects. Submit a copy of the certificate of satisfactory completion for completed government and private projects
- Secured sponsorship or discounted rates should be deducted to total expenses

IV. INVITATION TO SUPPLIERS

The winning bidders shall be determined in accordance with the process of R.A. 9184, and its Revised IRR.

VI. APPROVED BUDGET FOR THE CONTRACT (ABC)

Approved Budget for the Contract **is Three Million Five Hundred Fifty-One Thousand Pesos (Php3,551,000.00)**, inclusive of all applicable fees and taxes. The cost of items in the bid should be broken down. The winning bid shall be determined based on the quality of the proposal with the most advantageous financial package cost, provided that the amount of bid does not exceed the above-mentioned approved budget. The deadline for submission of bids should be at the time and place specified in the invitation to bid.

II. TERMS OF PAYMENT

Payment will be on send-bill arrangement. Full payment upon completion of the requirements stipulated in the technical specifications.

The supplier must have a Landbank account. Payment will be made through an LBP bank deposit. In case the supplier does not have a Landbank account, bank charges will be shouldered by the supplier.

PARTICULARS		TERMS OF PAYMENT
CALABARZON F	24p3,551,000.00	100% of the total contract price
 Acceptance and approved me and itinerary 	nu, lease of venue	15% of the total contract price
Completion of requirements of the venue	its of technical	35% of the total contract price
• Full completion of deliverables for event with corresponding accomplishment reports		40 % of the total contract price
Submission of Terminal Report of Project Completion	t and Certification	10 % of the total contract price

Milestone:

REQUIREMENTS	DURATION
Submission of final menu and signed contract with	7 days before the event subject
the lease of venue	to mutual agreement with TPB
	and winning bidder
Deliveries of complete care kits on site for the	5 days before the event subject
registration	to mutual agreement with TPB
	and winning bidder
Completed hotel bookings requirements	7 days before the event subject
	to mutual agreement with TPB
	and winning bidder
Terminal Report of 4-day Activities with trip ticket	5 to 7 days after the event
reports of transportation services	subject to mutual agreement with
	TPB and winning bidder

<u>"ANNEX B"</u>

ITINERARY OF TRAVEL RTF SELLERS' POST-TOUR DAY TOUR – SARILINA TOURISM CIRCUIT

Project Name : 10TH REGIONAL TRAVEL FAIR #DISCOVERCALABARZON

Date : **31 October 2022 (1 day tour)**

: CALABARZON

Venue

as of: 03 June 2022

TIME	PLACE	REMARKS
6:00	Assembly of the participants	At designated hotel in Sta. Rosa
8:00 AM – 9:00 AM	Arrival at San Pablo City	
	Breakfast at Sulyap Gallery Café	
	and Restaurant	
9:00 AM – 10:00 AM	Sulyap Gallery Museum	Quick Tour of Sulyap Gallery Museum
10:05 AM – 11:05 AM	Proceed to Casa San Pablo	Coconut Culinary Demonstration
11:05 AM – 12:00 PM	Casa San Pablo	Lunch
12:30 PM – 2:00 PM	Arrival at Rizal, Laguna	Tour and Visit of Tayak Nature,
		Adventure and Wildlife (TANAW) Park
		***Please wear comfortable clothes, rubber shoes/sneakers and jacket as it gets cold uphill
2:30 PM – 3:30 PM	Arrival at Nagcarlan, Laguna	Tour and Visit of Nagcarlan
		Underground Cemetery
		Espasol Making Demonstration
4:00 PM – 4:30 PM	Liliw, Laguna	Afternoon Snacks at Café Arabela
4:30 PM – 5:00 PM		Tour of St. John the Baptist Church (Liliw
		Church)
		Tsinelas Shopping at Gat Tayaw Street
6:00 PM – 7:00 PM	Proceed to Restaurant	Dinner at Restaurant

ITINERARY OF TRAVEL RTF BUYERS' POST-TOUR THREE DAYS TWO NIGHTS TOUR – CAVITE BATANGAS EXPERIENTIAL TOUR

Project Name : **10TH REGIONAL TRAVEL FAIR #DISCOVERCALABARZON**

Date : 27 – 30 OCTOBER 2022 (4 days/3 nights)

Venue : CALABARZON

as of 03 June 2022

DAY ONE – 27 October 2022

TIME	PLACE	REMARKS			
5:30 AM – 6:00 AM	Assembly of the	At the Tourism Promotions Board, Lobby of			
	participants	Legaspi Towers 300 Roxas Blvd. Manila			
8:00 AM – 9:00 AM	Arrival at Silang, Cavite	Breakfast			
	Shambala Living Museum				
9:00 AM – 10:00 AM	Shambala Living Museum	Visit and Tour of Shambala Living Museum			
10:30 AM - 12:00	Nurture Wellness Village	Visit and Tour of Nurture Wellness Village			
PM	Tagaytay City, Cavite	Healthy Juice Demonstration and Farm Tour			
12:00 PM – 1:00 PM	The Farmer's Table	Lunch			
	Nurture Wellness Village				
1:00 PM – 2:45 PM	Proceed to Nasugbu,				
	Batangas				
2:45 PM – 4:00 PM	Arrival at Pico Sands Hotel	Check-in and Free Time (Beach)			
4:00 PM – 6:00 PM	Pico Sands Hotel	Hamilo Coast Sunset Cruise			
6:00 PM – 7:00 PM	Pico Sands Hotel	Dinner			
7:00 PM – Onwards	Pico Sands Hotel	Overnight			

DAY TWO – 28 October (B2B) Regional Travel Fair Activities

TIME	PLACE	REMARKS			
6:00 AM – 6:30 AM	Pico Sands Hotel	Breakfast at Resort and Check-out			
7:00 AM	ETD Nuvali, Sta. Rosa				
9:30 AM	Arrival at Nuvali, Sta. Rosa	Arrival at Nuvali, Sta. Rosa Venue TBA			
10:00 AM	Opening Ceremony (venue TBA)				
11:00 AM – 4:30 PM	RTF: Business-to-Business Session				
4:30 PM – 6:00 PM	Freshen up and Check-in at hotel				
6:30 PM -10:00 AM	Welcome Dinner				
	Check-in at hotel/Resort in Tagaytay hotel or Sta. Rosa				

DAY THREE – 29 October 2022 (B2B)

TIME	PLACE	REMARKS
6:00 AM -6:30 AM	Breakfast at hotel	
7:00 AM	ETD to Calatagan, Batangas	
9:30 AM	Museo Enrique Zobel	Visit and Tour of Museo Enrique Zobel
	Calatagan, Batangas	AM Snacks
9:45 AM – 10:50 AM	Cape Santiago Lighthouse	Visit and Tour of Cape Santiago Lighthouse
	Calatagan, Batangas	
11:00 AM - 12:00	Aquaria Water Park	Lunch at Aquaria Water Park
PM	Calatagan, Batangas	
1:30 PM – 3:00 PM	Arrival at Taal Heritage	Visit and Tour of Taal Basilica, Galleria Taal,
	Village	Marcela Agoncillo Museum, Villavicencio
	Taal, Batangas	House
3:00 PM – 4:00 PM	Paradores del Castillo	PM Snacks
	Taal, Batangas	
5:30 PM – 7:00 PM	Arrival at The Farm at San	Check-in and Freshen-Up
	Benito	
	Lipa City, Batangas	
7:00 PM – 8:00 PM	The Farm at San Benito	Dinner
8:00 PM – Onwards	The Farm at San Benito	Overnight in Hotel/Resort in Lipa, Batangas

DAY FOUR – 30 October 2022

TIME	PLACE	REMARKS		
7:00 AM – 8:00 AM	The Farm at San Benito	Breakfast at Resort		
8:00 AM – 10:00 AM	The Farm at San Benito	Tour of the Farm and Experience Health and		
		Wellness Facilities and Amenities		
10:00 PM – 12:00 PM	The Farm at San Benito	Health and Wellness Package		
12:00 AM – 1:30 PM	The Farm at San Benito	Lunch		
1:30 PM – Onwards	Depart to Manila			

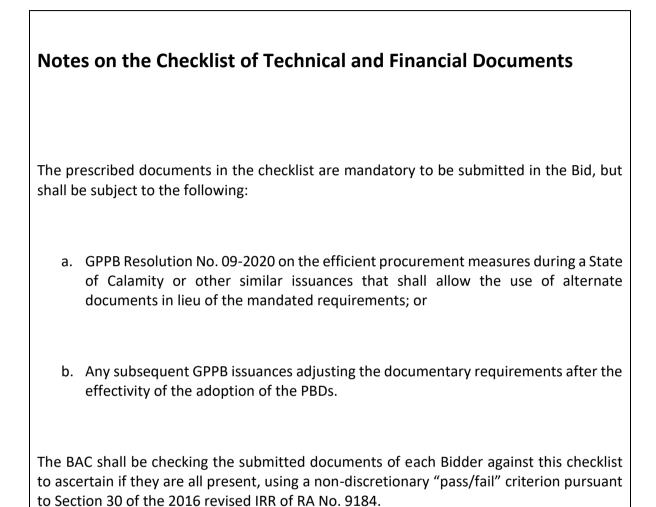
Note: Subject to change with prior notice

*** Nothing Follows ***

Technical Specifications

ltem / Service	Maximum Quantity	Technical Specifications / Scope of Work	Statement of Compliance
			[Bidders must state here eithe "Comply" or "Not Comply" agains each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered Statements of "Comply" or "Not Comply" must be supported be evidence in a Bidders Bid and cross referenced to that evidence. Evidence shall be in the form of manufacturer un-amended sales literature unconditional statements of specification and compliance issue by the manufacturer, sample independent test data etc., of appropriate. A statement that is no supported by evidence or subsequently found to be contradicted by the evidence presented will render the Bid unde evaluation liable for rejection. statement either in the Bidder statement of compliance or the supporting evidence that is found to be false either during Bid evaluation post-qualification or the execution of the Contract may be regarded of fraudulent and render the Bidder of supplier liable for prosecution.]

Section VIII. Checklist of Technical and Financial Documents



Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);

<u>or</u>

 (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,

<u>and</u>

(c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;

<u>and</u>

(d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; <u>and</u>
- (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; <u>and</u>
 - (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;

<u>or</u>

Original copy of Notarized Bid Securing Declaration; and

- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; <u>and</u>
- (i) Original duly signed Omnibus Sworn Statement (OSS);

and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; and
- (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

<u>or</u>

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

<u>or</u>

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

(m) Original of duly signed and accomplished Financial Bid Form; and

(n) Original of duly signed and accomplished Price Schedule(s).

Other documentary requirements under RA No. 9184 (as applicable)

- (o) [For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

ANNEX C:

REQUIRED FORMS TO BE SUBMITTED BY BIDDERS

- 1. Contract Agreement Form for the Procurement of Goods
- 2. Bid Securing Declaration For
- 3. Performance Securing Declaration
- 4. Omnibus Sworn Statement

ADDITIONAL FOR GOODS

- 1. Bid Form for the Procurement of Goods
- 2. Price Schedule for Goods Offered from Within the Philippines
- 3. Statement of the Bidder of All Its Ongoing Government and Private Contracts
- 4. Statement of the Bidder's Single Largest Completed Contract (SLCC)

Contract Agreement Form for the Procurement of Goods (Revised)

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____ 20___ between [name of PROCURING ENTITY] of the Philippines (hereinafter called "the Entity") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures in specified currency] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- iii. Performance Security;
- iv. Notice of Award of Contract; and the Bidder's conforme thereto; and
- v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. <u>Winning bidder agrees that</u> additional contract documents or information prescribed by the GPPB

that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

- 3. In consideration for the sum of [total contract price in words and figures] or such other sums as may be ascertained, [Named of the bidder] agrees to [state the object of the contract] in accordance with his/her/its Bid.
- 4. The [*Name of the procuring entity*] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

for:

[Insert Name of Supplier]

for:

[Insert Procuring Entity]

Acknowledgment

[Format shall be based on the latest Rules on Notarial Practice]

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

REPUBLIC OF THE PHILIPPINES) CITY OF ______) S.S.

BID SECURING DECLARATION Project Identification No.: [Insert number]

To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
- 2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
- 3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this _____ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE] [Insert signatory's legal capacity] Affiant

<u>[Jurat]</u>

[Format shall be based on the latest Rules on Notarial Practice]

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

REPUBLIC OF THE PHILIPPINES) CITY OF ______) S.S.

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents] To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacturer/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
- I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years <u>for the second offense</u>, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
- 3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this _____ day of [month] [year] at [place of execution].

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE] [Insert signatory's legal capacity] Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

REPUBLIC OF THE PHILIPPINES) CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. [Select one, delete the other:]

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. [Select one, delete the other:]

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable;)];

- 3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- 5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized

representative(s) to verify all the documents submitted;

6. [Select one, delete the rest:]

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- 9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
- 10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of ____, 20___ at ____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE] [Insert signatory's legal capacity] Affiant

[Jurat] [Format shall be based on the latest Rules on Notarial Practice]

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____ Project Identification No. : _____

To: [name and address of Procuring Entity]

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers [insert numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to [supply/deliver/perform] [description of the Goods] in conformity with the said PBDs for the sum of [total Bid amount in words and figures] or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address Amount and Purpose of of agentCurrencyCommission or gratuity

(if none, state "None")]

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of [name of the bidder] as evidenced by the attached [state the written authority].

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name:	
Legal capacity:	
Signature:	
Duly authorized to sign the Bid for and behalf of:	
Date:	

Price Schedule for Goods Offered from Within the Philippines

[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

Name of Bidder _____ Project ID No._____ Page ___of___ 1 2 4 6 7 9 3 5 8 10 Item Description Country Quantity Unit Transportation Sales and Cost of Total Total Price and all other Incidental of origin price other Price, per delivered costs incidental taxes Services, if unit Final EXW to delivery, per payable if applicable, Destination per item Contract is per item item (col awarded, 5+6+7+8) (col 9) x per item (col 4)

For Goods Offered from Within the Philippines

Name: _____

Legal Capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Statement of the Bidder of All Its Ongoing Government and Private Contracts

NAME OF THE PROCURING ENTITY: TOURISM PROMOTIONS BOARD **PROJECT:** SERVICES OF A TOUR OPERATOR FOR THE IMPLEMENTATION OF THE REGIONAL TRAVEL FAIR (RTF) IN CALABARZON 2022 (TPB-ITB 2022-007)

LOCATION OF THE PROJECT:

List of all Ongoing Government & Private Contracts within 5 years including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid

Business Name	:	
Business Address	:	

	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Date Awarded	% of Accomplishment		Value of Outstanding
Name of Contract/			Description	%	b. Date Started c. Date of Completion	Planned	Actual	Works / Undelivered Portion
Government								
<u>Private</u>								
						Total Co	st	

Note: This Statement shall be supported with:

- 1. Notice of Award and/or Contract
- 2. Notice to Proceed

Submitted by:

Name of Representative of Bidder :_____

(Printed Name and Signature)

Designation Date :_____

Statement of the Bidder's Single Largest Completed Contract (SLCC)

NAME OF THE PROCURING ENTITY: TOURISM PROMOTIONS BOARD **PROJECT:** SERVICES OF A TOUR OPERATOR FOR THE IMPLEMENTATION OF THE REGIONAL TRAVEL FAIR (RTF) IN CALABARZON 2022 (TPB-ITB 2022-007)

LOCATION OF THE PROJECT:

Single Largest Completed Contract (SLCC) similar to the Contract to be bid within three (3) years, the contract should be at least be twenty-five percent (25%) of the ABC

 Business Name
 :

 Business Address
 :

	a. Owner's Name		Bidder's R	ole	a. Amount of	a. Date
Name of Contract	 b. Owner's Name Address c. Telephone Nos. 	Nature of Work	Description	%	Award b. Amount of Completion c. Duration	Awarded b. Contract Effectivity c. Date Completed
Government						
Private						

Note: This Statement shall be supported with:

- 1. Contract
- 2. Notice to Proceed
- 3. Certificate of Project Completion which must be <u>Satisfactory as additional supporting</u> <u>documents.</u>

Submitted by:

Name of Representative of Bidder

(Printed Name and Signature)

:_____

:

Position

Date

:_



