

STATEMENT OF COMPLIANCE TO THE TECHNICAL SPECIFICATIONS

PROJECT: SERVICES OF TOUR OPERATOR FOR JANUARY 2023 REGULAR BOARD OF DIRECTORS' MEETING (PR No. 11.008)

Quotation No. TPB-PR.2022.11.405

[Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification]

ITEM	SPECIFICATION	STATEMENT OF COMPLIANCE (COMPLY/NOT COMPLY)
1	<p>Davao City was awarded as the next Host City of MICECON 2022 after a thorough evaluation by the Philippine MICE Customer Advisory Council and selected Department of Tourism (DOT) and TPB officials in 2019 of the bids to host the MICECON 2022.</p> <p>To inspect the Host City and its meeting facilities, the Tourism Board will conduct the next Regular Board on 25-27 January 2023 (indicative) in Davao City.</p>	
2	<p>A. SITE VALIDATION / INSPECTION 25 and 27 January 2023 (indicative)</p>	
3	<ol style="list-style-type: none"> 1. Comprehensive Travel Insurance for 35 pax <ul style="list-style-type: none"> • With COVID-19 insurance for the whole duration of the tour 2. RT-PCR COVID-19 Swab Testing for 35 pax <ul style="list-style-type: none"> • Before departure in Manila • Upon arrival in Manila 3. Room Accommodation for 3 days 2 nights <ul style="list-style-type: none"> • 3-star DOT-accredited hotel (or a higher-rated hotel, if the rates are competitive) • With daily breakfast • Single occupancy for 12 Board Members (may vary, depending on the availability of the ex-officio members and their alternates) 	

	<ul style="list-style-type: none"> • Double occupancy for TPB personnel and staff of Board Members, if any • Must observe IATF health and safety protocols on COVID-19 prevention <p>4. Transportation for the whole duration of the trip, including airport transfers</p> <ul style="list-style-type: none"> • Five (5) 12-seater vans (2017 model or newer) with driver (inclusive of gas and parking fees) and storage for luggage and equipment; well sanitized vehicle • Service from residence/location of Board Members to Ninoy Aquino International Airport and vice versa, subject to the Board Members' availability • Service from TPB Office to Ninoy Aquino International Airport and vice versa • Service from Davao International Airport to hotel (TBA) and vice versa • Service to sites and facilities for inspection, as well as activities indicated in the tour itinerary • Service to venues of the designed lunch, dinner, and other social functions/activities (please see attached tentative itinerary) • All land transfer at destination as may be required <p>5. Interactive/ experiential tours and activities preferred (Please see attached tentative itinerary)</p> <p>6. Meals and beverages for the whole duration of the trip</p> <ul style="list-style-type: none"> • Breakfast, lunch and dinner • TPB representative to finalize order of meals <p>7. Incentivized tour kit/ travel necessities per pax</p> <ul style="list-style-type: none"> • Surgical masks (at least 1 per day), tissue, disinfectant wipes, face shield, hand sanitizer/ alcohol (at least 70% alcohol solution), mints, mosquito repellent, disposable hooded emergency raincoat, towel, etc.) <p>8. First aid kit with basic medicines (antacid for upset stomach, headache, antihistamine for allergies, diarrhea, motion sickness, fever, pain reliever, etc.)</p> <p>9. Licensed DOT-accredited Tour Guide</p> <ul style="list-style-type: none"> • Familiar in the destination • Fluent and conversant in English • Has a strong sense of Philippine history, culture and tradition, art as well as about current events <p>10. Documentation (photos, videos, SDE) to be sent via email within 3 days from the site validation / inspection</p>	
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	11. Entrance Fees/ Environmental Fees 12. Airport Terminal Fees, if any 13. Porter Fees, if any 14. Other miscellaneous expenses (e.g., sampling of local delicacies, etc.) 15. On-site related expenses as the need arises	
4	B. BOARD MEETING 26 January 2023 (indicative)	
5	1. Function Room/Venue Provision of the following facilities/services: <ul style="list-style-type: none"> • Banquet or ballroom with capacity for 35 pax • One (1) U-Shape Table Setup for 12 Board Members (may vary, depending on the availability of the ex-officio members and their alternates) and 1 Acting Corporate Secretary • Classroom Table Setup for thirteen (13) Management Committee Members • Long tables for five (5) Secretariat members • Function room to be used from 9:30PM until 4:00PM; TPB may request for an extension depending on the length of the Board Meeting discussions • Fully functional light and sound system with on hand technician for the duration of the function room usage • Electric outlets/ extension cords per table • Wireless conference microphone at the U-shaped table per Board Member and Acting Corporate Secretary • 1 Printer, 1 LCD Projector and Screen (rental included in the package) • Signage stands for the meeting room and other directional signage • Telephone unit with outside line for local calls • Pens/pencils and pads at tables • Replenishable mint, nuts, candies, or chips per table 2. Food and Beverage	

	<ul style="list-style-type: none"> • Managed lunch buffet inclusive of one round of soda, tea or fruit juice (minimum of 4 kinds of main entrées excluding vegetables in the count) • Morning or afternoon snacks inclusive of one round of soda, tea or fruit juice (Preferred AM or PM snacks: sandwiches and pasta) • Limited accommodation option for special needs diet (vegetarians, pescatarians, diabetics, low sodium, hypoallergenic, gluten free etc.) pre-arranged and pre-identified • Flowing brewed coffee, tea, and drinking water for the participants while the event is on-going • Food served shall be fresh, hot and ready at least 30 minutes before each meal • Minimum guarantee of 35 pax <p>3. Arrangement Set-Up (In Session)</p> <ul style="list-style-type: none"> • All tables, chairs, dinnerware and glassware necessary for the event • Designation of a banquet coordinator • Waitstaff/service personnel clad in clean uniforms • Stand-by dedicated waitstaff while the Board Meeting is being conducted • One (1) dedicated waitstaff/service personnel for identified VIPs 	
6	<p>SPECIAL/ADDITIONAL REQUIREMENTS</p> <ol style="list-style-type: none"> 1. Must be accredited with DOT and preferably a registered TPB member (including those with ongoing applications). TPB to consider if supplier's DOT accreditation is still subject for renewal. (submit valid DOT Accreditation) 2. Must be engaged in the business as a travel and tour operator for at least three (3) years from the date of the opening of bids with experience and expertise in inbound (domestic) travel. 3. Must have handled at least three (3) similar projects. (please see the attached Statement of all Government & Private Completed Contracts Form and List of all Ongoing Government & Private Contracts Form, you can use the form for the submission of similar project) 	

	<ol style="list-style-type: none"> 4. Must provide TPB with the negative results of RT-PCR COVID-19 negative results of all service personnel such as but not limited to tour guides, tour coordinators, and drivers, before and after the project. 5. Willing to provide services on “send-bill” arrangement; 6. The tour operator shall submit on or before December 9, 2022 proposed enhancements to the itinerary which may improve any component/s of the site validation / inspection, such as but not limited to the order of site visits, subject to the approval of the OCBS. 7. Tour requirements and arrangements may be changed subject to schedule constraints and/or IATF guidelines during the implementation proper. Any changes applied must not exceed the Approved Budget of Contract (ABC). 	
7	OTHER CONCERNS <ol style="list-style-type: none"> 1. Actual number of pax is subject to confirmation one (1) week before the event, provided that there shall be an equitable adjustment in the contract price for the increase/decrease of pax relative to the estimated 35 pax. 2. Provide cost per head in case of increase/decrease of pax in relation to the estimated 35 pax 3. Airline tickets and service shuttle shall be flexible and subject to the Board Members’ availability and location in the Philippines (ex: a board member may be in Cebu for an event and it is more efficient to fly therefrom to Davao than returning to Manila then travel to Davao) 4. Any other arrangements that may be mutually agreed upon by TPB and the supplier. 	
8	INVITATION TO SUPPLIERS <p>TPB invites DOT-accredited tour operators to submit their bid proposals with TPB for all of the tour activities. The proposals shall include the detailed itineraries, itemized costs of the basic tour components, such as transportation service requirements (transfers, van/coaster hire, and boat/ferry tickets, and other applicable fees, charges and taxes),</p>	

	<p>accommodation with breakfast, entrance fees and environmental fees and other similar fees, taxes and charges, and guide fees.</p> <p>The quoted price for adjustments should there be sponsorship and discounts for some of the package components shall be deducted from the total bid price and not from the ABC. The winning bidders shall be determined in accordance with the process of R.A. 9184 and its Revised IRR. Award shall be based on the Lowest Calculated and Responsive Bid (LCRB) or Single Rated Bids per lot provided that it does not exceed the ABC per lot.</p>	
9	<p>APPROVED BUDGET OF CONTRACT</p> <p>The approved budget of contract is EIGHT HUNDRED THOUSAND PESOS ONLY (PHP 800,000.00) inclusive of service charge and all applicable taxes. 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.</p>	
10	<p>TERMS OF PAYMENT</p> <ol style="list-style-type: none"> 1. Either has an existing credit line with TPB or would allow send-bill arrangement. 2. Through an existing credit line with TPB or send bill arrangement. Billing arrangement must be based on actual number of participants and costs incurred. 3. Preferably has a Landbank account. Payment will be made through LBP bank deposit. 4. In case the supplier does not have a Landbank account, bank charges will be shouldered by the supplier. 	
11	<p>LEGAL ELIGIBILITY</p> <ol style="list-style-type: none"> 1. Must be Filipino-owned and operated, and registered under Philippine laws 2. Must submit the following requirements: 	

	<ul style="list-style-type: none"> a. Mayor's/Business Permit b. Philippine Government Electronic Procurement System (PHILGEPS) Registration Number c. Income/Business Tax Return d. Omnibus Sworn Statement 	
12	<p>FORCE MAJEURE</p> <p>If and to the extent that a Party's performance of any of its obligations pursuant to this Terms of Reference is prevented, hindered or delayed directly or indirectly by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or any other similar cause beyond the reasonable control of such Party (each a "Force Majeure Event"), and such non-performance, hindrance or delay could not have been prevented by reasonable precautions, then the non-performing, hindered or delayed Party shall be excused for such non-performance, hindrance or delay, as applicable, of those obligations affected (the "Affected Services") by the Force Majeure Event for as long as the Force Majeure Event continues and, except as otherwise provided in this Section, such Party continues to use its commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay, including through the use of alternate sources, workaround plans or other means. The Party whose performance is prevented, hindered or delayed by a Force Majeure Event shall promptly notify the other Party in writing of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event.</p> <p>The Impacted Party shall give a written notice within 5 days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 5 days following Notice given by it, the other party may thereafter terminate the contract agreement specific to this Terms of Reference upon written notice.</p>	

	<p>Further, TPB and the Service Provider hereby acknowledge that while current events related to the Covid-19 pandemic are known, future impacts of the outbreak are unforeseeable and shall be considered a Force Majeure event to the extent that they prevent the performance of a Party's obligations under this Terms of Reference.</p>	
<p style="text-align: center;">13</p> <p>CONTACT PERSONS</p> <p>ATTY. JEMIMAH NISSI M. TIAMBENG / MS. EDSHI-LEE A. CORDERO Office of the Corporate Board Secretary Telephone numbers: 8 525-9318 to 27 local 286 or 8 247-0260 Email address : ocbs@tpb.gov.ph, cc: jemimah_tiambeng@tpb.gov.ph & edshi_cordero@tpb.gov.ph</p>		

I hereby certify to comply and deliver all of the above requirements.

Name of Company

Signature over Printed Name
of Authorized Representative

Date