PHILIPPINE BIDDING DOCUMENTS



Procurement of GOODS

Government of the Republic of the Philippines

SERVICES OF A TOUR OPERATOR FOR THE PHILIPPINE M.I.C.E. CONFERENCE (MICECON) 2023

(TPB ITB: 2023-001)

Sixth Edition July 2020

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.

Table of Contents

Glossa	ary of Acronyms, Terms, and Abbreviations4	
Sectio	n I. Invitation to Bid7	
Sectio	n II. Instructions to Bidders14	
1.	Scope of Bid	15
2.	Funding Information	15
3.	Bidding Requirements	15
4.	Corrupt, Fraudulent, Collusive, and Coercive Practices	15
5.	Eligible Bidders	15
6.	Origin of Goods	16
7.	Subcontracts	16
8.	Pre-Bid Conference	16
9.	Clarification and Amendment of Bidding Documents	17
10.	Documents comprising the Bid: Eligibility and Technical Components	17
11.	Documents comprising the Bid: Financial Component	17
12.	Bid Prices	18
13.	Bid and Payment Currencies	18
14.	Bid Security	19
15.	Sealing and Marking of Bids	19
16.	Deadline for Submission of Bids	19
17.	Opening and Preliminary Examination of Bids	19
18.	Domestic Preference	20
19.	Detailed Evaluation and Comparison of Bids	20
20.	Post-Qualification	20
21.	Signing of the Contract	20
Sectio	n III. Bid Data Sheet21	
Sectio	n IV. General Conditions of Contract24	
1.	Scope of Contract	25
2.	Advance Payment and Terms of Payment	25
3.	Performance Security	25
4.	Inspection and Tests	25
5.	Warranty	26
6.	Liability of the Supplier	26
Sectio	n V. Special Conditions of Contract27	
Sectio	n VI. Schedule of Requirements34	
Sectio	n VII. Technical Specifications35	
Sactio	in VIII. Checklist of Technical and Financial Documents 47	

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 – Bangko Sentral 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.

Section I. Invitation to Bid

INVITATION TO BID (ITB) NO. (2023-001)

SERVICES OF A TOUR OPERATOR FOR THE PHILIPPINE M.I.C.E. CONFERENCE (MICECON) 2023

1. The *Tourism Promotions Board (TPB) Philippines*, through the *2023 Corporate Operating Budget* intends to apply the sum of *Two Million Eight Hundred Sixty-Four Thousand Pesos Only (PhP2,864,000.00)* being the Approved Budget for the Contract (ABC) to payments under the contract for *Services of a Tour Operator for the Philippine M.I.C.E. Conference* (MICECON) 2023 / *TPB ITB: 2023-001* broken down into lots as follows:

LOT NO.	PARTICULARS	APPROVED BUDGET FOR THE CONTRACT (ABC) IN PHP
1	Foreign Speakers Post-Tour	PhP666,000.00
2	Local MICE Buyers Post-Tour	PhP1,698,000.00
3	Manila-Based Media Guests Arrangement	PhP500,000.00
	TOTAL AMOUNT	PhP2,864,000.00

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 **TPB Philippines**, now invites bids for the above Procurement Project. Delivery of the Goods 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 non-discretionary "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.

4. Prospective Bidders may obtain further information from *TPB-Bids and Awards Committee (BAC) Secretariat* and inspect the Bidding Documents at the address given below during office hours from **08:00 AM to 05:00 PM from Monday – Friday (or during the weekdays).**

5. A complete set of Bidding Documents may be acquired by interested Bidders on 23

January – 13 February 2023 by sending your request to bac_sec@tpb.gov.ph and/or

genesis_lee@tpb.gov.ph or by downloading through the PhilGEPS and TPB websites

and upon payment of the applicable fee for the Bidding Documents, pursuant to the

latest Guidelines issued by the GPPB. The fee for the Bidding Documents for each lot
is as follows:

The cost of the bidding documents shall correspond to the ABC range as indicated in the table below. This shall be the maximum amount of fee that procuring entities can set for the acquisition of bidding documents.

Approved Budget for the Contract	Maximum Cost of Bidding Documents (in Philippine Peso)
500,000 and below	500.00
More than 500,000 up to 1 Million	1,000.00
More than 1 Million up to 5 Million	5,000.00
More than 5 Million up to 10 Million	10,000.00

NOTE: the maximum fee for the Bidding Documents for each lot shall be based on its ABC, in accordance with the Guidelines issued by the GPPB; provided that the total fees for the Bidding Documents of all lots shall not exceed the maximum fee prescribed in the Guidelines for the sum of the ABC of all lots.

Payment can be made through the TPB Landbank Account or the TPB Cashier. Please email the BAC Secretariat a copy of the **bank transmittal slips or the official receipt** on or before the deadline for the submission of bids.

Bank Details:

Land Bank of the Philippines Sheraton Century Park Branch Tourism Promotions Board A/C No. 1772-1034-13

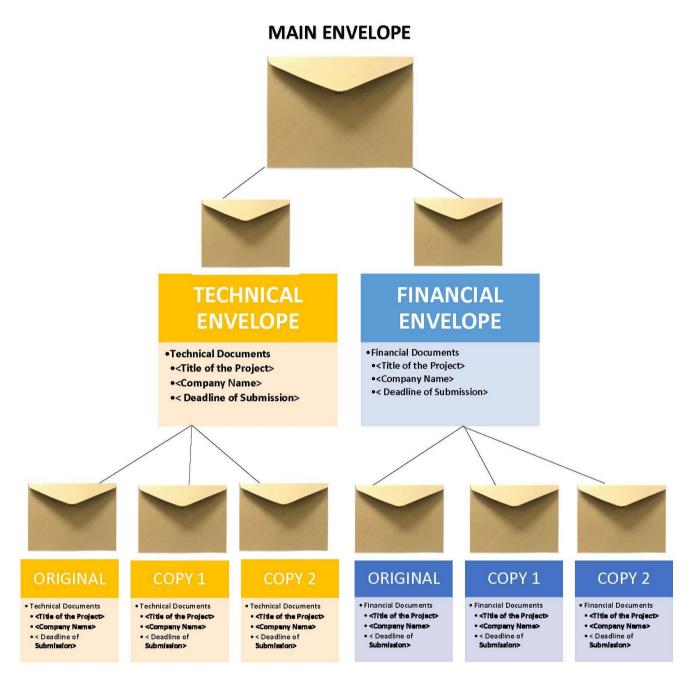
The Procuring Entity allows the bidder to present its proof of payment for the fees *through electronic means*.

6. The *TPB Philippines*, will hold a Pre-Bid Conference on *01 February 2023 at 10:00 AM* through video conferencing or webcasting *via Zoom platform*, which shall be open to prospective bidders.

Interested bidders may obtain the **Zoom link** of the **Pre-Bid Conference** from the **BAC Secretariat** through emails: bac sec@tpb.gov.ph and/or genesis lee@tpb.gov.ph.

7. Bids must be duly received by the BAC Secretariat through **manual submission** at the office address indicated below on or before **13 February 2023 at 09:30 AM**. Late bids shall not be accepted:

Procurement and General Services Division
Tourism Promotions Board (TPB) Philippines
4/F, Legaspi Towers 300, Roxas Boulevard, Manila



Each prospective bidder shall submit one (1) original and two (2) copies of its **Technical** and **Financial** documents.

The Main Envelope shall be labeled as follows:

Technical and Financial Documents

- <Title of the Project>
- <Company Name>
- <Date of the Deadline of Submission>

The **Main Envelope** shall contain **two (2) envelopes**, each envelope shall be labeled as follows:

TECHNICAL ENVELOPE

Technical Documents

<Title of the Project>

<Company Name>

< Deadline of Submission>

FINANCIAL ENVELOPE

Financial Documents

<Title of the Project>

<Company Name>

< Deadline of Submission>

The **Technical Envelope** shall contain **three (3) Envelopes** labeled as follows:

ORIGINAL

Technical Documents

<Title of the Project>

<Company Name>

< Deadline of Submission>

COPY 1

Technical Documents

<Title of the Project>

<Company Name>

< Deadline of Submission>

COPY 2

Technical Documents

<Title of the Project>

<Company Name>

< Deadline of Submission>

The **Technical Envelope** shall contain the following technical documents, **labeled/separated with tabs** as follows:

- 1. PhilGEPS Platinum Certificate
- 2. Statement of Ongoing Gov't and Private Contracts
- 3. Statement of Bidder's SLCC
- 4. Bid Security
- 5. Conformity with the Technical Specifications
- 6. Omnibus Sworn Statement
- 7. Audited Financial Statement
- 8. Computation of the NFCC or Line of Credit
- 9. Joint Venture Agreements (if applicable and/or not applicable)
- 10. Department of Tourism (DOT) Accreditation Certificate
- 11. SEC Registered General Information Sheet (GIS)

The **Financial Envelope** shall contain **three (3) Envelopes** labeled as follows:

ORIGINAL

Financial Envelope

<Title of the Project>

<Company Name>

<Deadline of Submission>

COPY 1

Financial Envelope <Title of the Project> <Company Name> <Deadline of Submission>

COPY 2

Financial Envelope

<Title of the Project>

<Company Name>

<Deadline of Submission>

The **Financial Envelope** shall contain the following financial documents, **labeled/separated with tabs** for easy identification of documents as follows:

- 1. Financial Bid
- 2. Price Schedule
- 3. Other Documentary Requirements (if applicable)

Note: Interested bidders shall submit separate technical and financial envelopes per lot and shall be opened and evaluated on a "per lot basis" as prescribed in the bidding documents, which shall be submitted on the prescribed deadline of submission of bids.

- 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 **13 February 2023 at 10:00 AM** at the **TPB BAC Room**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The Bidder with the Lowest/Single Calculated Responsive Bid (L/SCRB) shall submit a copy of the **Technical and Financial Documents** in **PDF format** to email address <code>bac_sec@tpb.gov.ph</code> and/or <code>genesis_lee@tpb.gov.ph</code>, <code>upon request.</code>
- 11. The *TPB Philippines* 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 the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

12. For further information, please refer to:

Eloisa A. Romero / Genesis Weiyn B. Lee BAC Secretariat, Tourism Promotions Board (TPB) Philippines 4th Floor Legaspi Towers 300, Roxas Blvd., Manila Tel. No. (8) 525-9318 local 266

E-mail: bac sec@tpb.gov.ph /genesis lee@tpb.gov.ph

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

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

23 January 2023

Sgd.

ARNOLD T. GONZALES
Chairperson

Bids and Awards Committee

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Tourism Promotions Board (TPB) Philippines* wishes to receive Bids for the *Services of a Tour Operator for the Philippine M.I.C.E. Conference (MICECON) 2023* with identification number [ITB No. 2023-001].

The Procurement Project (referred to herein as "Project") is composed of **three (3) lots**, 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 the **2023 Corporate Operating Budget** in the total amount of **Two Million Eight Hundred Sixty-Four Thousand Pesos Only (PhP2,864,000.00).**
- 2.2. The source of funding is GOCC and GFIs, the proposed Corporate Operating Budget.

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 **IB** 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. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
 - 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;
 - ii. 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.
- 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:

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

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: Subcontracting is not allowed.

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 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** Clause 5.3 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.
- 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.

12. Bid Prices

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 **Section VII (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: **Philippine Pesos.**

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration 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 *13 June 2023*. 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

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. The evaluation of the eligibility documents shall also implement the GPPB Resolution 15-2021 as of 01 January 2022.

18. Domestic Preference

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 Entity's 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 14** 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: One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.
- 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

Bid Data Sheet

ITB				
Clause				
5.3	For this purpose, contracts similar to the Project shall be:			
	a. Servi	a. Services of a Tour Operator.		
	b. Completed within the last three (3) years prior to the deadline for the submission and receipt of bids			
7.1	Subcontr	acting is not allowed.		
12		e of the Goods shall be quoted e International Commercial Terms		
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:			
	LOTS 1,2	<u>, & 3</u>		
	a. The amount of not less than to two percent (2%) of ABC , if bid security is in cash, cashier's/manager's check, bank draft/guarantee, or irrevocable letter of credit; or			
	cash,	cashier's/manager's check, bank d		-
	cash, of cre b. The a	cashier's/manager's check, bank d	raft/guarantee, or irrevocable	letter
19.3	cash, of cre b. The a	cashier's/manager's check, bank dedit; or mount of not less than to five per	raft/guarantee, or irrevocable	letter
19.3	cash, of cre b. The a Suret	cashier's/manager's check, bank dedit; or mount of not less than <i>to five per</i> y Bond. PARTICULARS	raft/guarantee, or irrevocable cent (5%) of ABC if bid securit APPROVED BUDGET FOR THE CONTRACT (ABC) IN	letter
19.3	b. The a Suret	cashier's/manager's check, bank dedit; or mount of not less than <i>to five per</i> y Bond.	raft/guarantee, or irrevocable rcent (5%) of ABC if bid securit APPROVED BUDGET FOR THE CONTRACT (ABC) IN PHP	letter
19.3	b. The a Suret	cashier's/manager's check, bank dedit; or mount of not less than to five per y Bond. PARTICULARS Foreign Speakers Post-Tour Local MICE Buyers Post-Tour Manila-Based Media Guests	APPROVED BUDGET FOR THE CONTRACT (ABC) IN PHP PhP666,000.00	letter
19.3	b. The a Suret LOT NO.	cashier's/manager's check, bank dedit; or mount of not less than to five per y Bond. PARTICULARS Foreign Speakers Post-Tour Local MICE Buyers Post-Tour Manila-Based Media Guests Arrangement	APPROVED BUDGET FOR THE CONTRACT (ABC) IN PHP PhP666,000.00 PhP1,698,000.00 PhP500,000.00	letter
	cash, of cre b. The a Suret LOT NO. 1 2 3	cashier's/manager's check, bank dedit; or mount of not less than to five per y Bond. PARTICULARS Foreign Speakers Post-Tour Local MICE Buyers Post-Tour Manila-Based Media Guests Arrangement TOTAL AMOUNT	APPROVED BUDGET FOR THE CONTRACT (ABC) IN PHP PhP666,000.00 PhP1,698,000.00 PhP2,864,000.00	ty is in
19.3	cash, of creation	cashier's/manager's check, bank dedit; or mount of not less than to five per y Bond. PARTICULARS Foreign Speakers Post-Tour Local MICE Buyers Post-Tour Manila-Based Media Guests Arrangement TOTAL AMOUNT fied true copy of the current and use	APPROVED BUDGET FOR THE CONTRACT (ABC) IN PHP PhP666,000.00 PhP1,698,000.00 PhP500,000.00 PhP2,864,000.00 pdated documents identified	ty is in
	cash, of creations of creations of creations. b. The analysis of creations of crea	cashier's/manager's check, bank dedit; or mount of not less than to five per y Bond. PARTICULARS Foreign Speakers Post-Tour Local MICE Buyers Post-Tour Manila-Based Media Guests Arrangement TOTAL AMOUNT fied true copy of the current and usubmitted within five (5) Calendar	APPROVED BUDGET FOR THE CONTRACT (ABC) IN PHP PhP666,000.00 PhP1,698,000.00 PhP500,000.00 PhP2,864,000.00 pdated documents identified	ty is in
	cash, of creation	cashier's/manager's check, bank dedit; or mount of not less than to five per y Bond. PARTICULARS Foreign Speakers Post-Tour Local MICE Buyers Post-Tour Manila-Based Media Guests Arrangement TOTAL AMOUNT fied true copy of the current and usubmitted within five (5) Calendar	APPROVED BUDGET FOR THE CONTRACT (ABC) IN PHP PhP666,000.00 PhP1,698,000.00 PhP500,000.00 PhP2,864,000.00 pdated documents identified	ty is in
	cash, of cre b. The a Suret LOT NO. 1 2 3 The certificate qualificate	cashier's/manager's check, bank dedit; or mount of not less than to five per y Bond. PARTICULARS Foreign Speakers Post-Tour Local MICE Buyers Post-Tour Manila-Based Media Guests Arrangement TOTAL AMOUNT fied true copy of the current and usubmitted within five (5) Calendartion:	APPROVED BUDGET FOR THE CONTRACT (ABC) IN PHP PhP666,000.00 PhP1,698,000.00 PhP500,000.00 PhP2,864,000.00 pdated documents identified	ty is in
	cash, of creations of creations of creations. b. The analysis of creations of creations. LOT NO. 1 2 3 The certifications of creations of creati	cashier's/manager's check, bank dedit; or mount of not less than to five per y Bond. PARTICULARS Foreign Speakers Post-Tour Local MICE Buyers Post-Tour Manila-Based Media Guests Arrangement TOTAL AMOUNT fied true copy of the current and usubmitted within five (5) Calendartion: gistration Certificate	APPROVED BUDGET FOR THE CONTRACT (ABC) IN PHP PhP666,000.00 PhP1,698,000.00 PhP500,000.00 PhP2,864,000.00 pdated documents identified	ty is in
	cash, of cre b. The a Suret LOT NO. 1 2 3 The certificate shall be sequalificate 1. SEC Re 2. Article	reashier's/manager's check, bank dedit; or mount of not less than to five per y Bond. PARTICULARS Foreign Speakers Post-Tour Local MICE Buyers Post-Tour Manila-Based Media Guests Arrangement TOTAL AMOUNT fied true copy of the current and usubmitted within five (5) Calendar ion: gistration Certificate s of Incorporation	APPROVED BUDGET FOR THE CONTRACT (ABC) IN PHP PhP666,000.00 PhP1,698,000.00 PhP500,000.00 PhP2,864,000.00 pdated documents identified	ty is in
	cash, of creations of creations of creations. b. The analysis of creations of creations. LOT NO. 1 2 3 The certifications of creations of creati	reashier's/manager's check, bank dedit; or mount of not less than to five per y Bond. PARTICULARS Foreign Speakers Post-Tour Local MICE Buyers Post-Tour Manila-Based Media Guests Arrangement TOTAL AMOUNT fied true copy of the current and usubmitted within five (5) Calendar cion: gistration Certificate s of Incorporation 's Permit	APPROVED BUDGET FOR THE CONTRACT (ABC) IN PHP PhP666,000.00 PhP1,698,000.00 PhP500,000.00 PhP2,864,000.00 pdated documents identified	ty is in
	cash, of creations of creations of creations. b. The a Suret NO. 1 2 3 The certificate shall be sequalificate 1. SEC Recall 2. Article 3. Mayor 4. Tax Cleate 1.	reashier's/manager's check, bank dedit; or mount of not less than to five per y Bond. PARTICULARS Foreign Speakers Post-Tour Local MICE Buyers Post-Tour Manila-Based Media Guests Arrangement TOTAL AMOUNT fied true copy of the current and usubmitted within five (5) Calendar cion: gistration Certificate s of Incorporation 's Permit	APPROVED BUDGET FOR THE CONTRACT (ABC) IN PHP PhP666,000.00 PhP1,698,000.00 PhP500,000.00 PhP2,864,000.00 pdated documents identified	ty is in
	cash, of cre b. The a Suret LOT NO. 1 2 3 The certificate shall be sequalificate 1. SEC Re 2. Article 3. Mayor 4. Tax Cle 5. Audite	reachier's/manager's check, bank dedit; or mount of not less than to five per y Bond. PARTICULARS Foreign Speakers Post-Tour Local MICE Buyers Post-Tour Manila-Based Media Guests Arrangement TOTAL AMOUNT fied true copy of the current and usubmitted within five (5) Calendar ion: gistration Certificate s of Incorporation 's Permit earance	APPROVED BUDGET FOR THE CONTRACT (ABC) IN PHP PhP666,000.00 PhP1,698,000.00 PhP2,864,000.00 pdated documents identified Days from the conduct of the	ty is in

	7. TPB Membership Certificate
21.2	None.

Nothing Follows

Section IV. General 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**.

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.

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 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

Special Conditions of Contract

GCC Clause	-	
1		
	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:	
	The delivery terms applicable to this Contract are delivered to <i>Tourism Promotions Board (TPB) Philippines</i> . 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 Procuring Entity's Representative at the Project Site is Ms. Raquel Ruth Tria-Joya as the End-user unit and (Lot 1, 2, & 3) Mr. Alberto Gadia Jr., Ms. April Enerio, Ms. Jasmin Parra and Mr. Dan Joseph Ferrolino as the Project Officers.	
	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.	
	 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; 	
	c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;	

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

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.

Spare Parts -

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of **Section VI** (Schedule of Requirements).

Spare parts or components shall be supplied as promptly as possible, but in any case, within **Section VI (Schedule of Requirements)** of placing the order.

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, where 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 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.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity

Name of the Supplier

Contract Description

Final Destination

Gross weight

Any special lifting instructions

Any special handling instructions

Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

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 consulate to the port of dispatch. In the event that carriers of 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 -

2.2

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.

The terms of payment shall be on a send-bill arrangement to the Tourism Promotions Board (TPB) Philippines. The bidders are encouraged to have a Landbank account. Payment will be made through LBP bank deposit. Otherwise, bank charges will be shouldered by the service provider.

LOT NO.	PARTICULARS	AMOUNT
1	FOREIGN SPEAKERS POST-TOUR	
1 st Tranche	Approval of TPB of the Final Itinerary, Confirmed Accommodation/ Tour services (Tour Guides/Transportation)	15% of the total contract price
2 nd Tranche	Completion of booking accommodation during the trip	40% of the total contract price
3 rd Tranche	Full completion of deliverables for the event with corresponding Terminal Report, Trip Tickets and certification of project completion	45% of the total contract price

LOT NO.	PARTICULARS	AMOUNT
2	LOCAL MICE BUYERS POST-TOUR	
1 st Tranche	Approval of TPB of the Final Itinerary	15% of the total
	Confirmed Accommodation/ Tour	contract price
	services (Tour Guides/Transportation)	
2 nd Tranche	Completion of booking of domestic	40% of the total
	air-tickets and confirm booking	contract price
	accommodation during the trip	
3 rd Tranche	Full completion of deliverables for the	45% of the total
	event with corresponding Terminal	contract price
	Report, Trip Tickets and certification	
	of project completion	

LOT NO.	PARTICULARS	AMOUNT
3	MANILA-BASED MEDIA GUESTS	
3	ARRANGEMENT	
1 st Tranche	Confirmed Accommodations as	15% of the total
	communicated by the hotel	contract price
2 nd Tranche	Completion of booking of domestic	40% of the total
	air tickets and confirm booking	contract price
	accommodation during the trip	
3 rd Tranche	Full completion of deliverables for the	45% of the total
	event with corresponding Terminal	contract price
	Report, Trip Tickets and certification	
	of project completion	

The inspections and tests that will be conducted by the **Tourism Promotions**Board (TPB) Philippines.

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. All project dates of implementation are indicative and subject to change.

To commence the Contract upon issuance of the Notice to Proceed (NTP) until full/complete delivery of requirements. Below dates are indicative and subject to change.

LOT NO.	PARTICULARS	INDICATIVE PROJECT IMPLEMENTATION DATES
1	Foreign Speakers Post-Tour	March 4-6, 2023
2	Local MICE Buyers Post-Tour	March 4-6, 2023
3	Manila-Based Media Guests Arrangement	March 1-4, 2023

Section VII. Technical Specifications

Technical Specifications

Bidders must state here either "Comply" or "Not Comply" against 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 by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's 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 as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.

LOT 1	SERVICES OF A TOUR OPERATOR FOR THE PHILIPPINE M.I.C.E. CONFERENCE (MICECON) 2023			STATEMENT OF COMPLIANCE	
LOTI		FOREIGN SPEAKERS POST-TOUR		COMPLY	NOT COMPLY
1	14 pax represent	A pax (inclusive of TPB and DOT Regional Office epresentatives) Alinimum pax guarantee: 7 pax Addicative Dates: 04-06 March 2023			
2	Transpo	rtation			
	Date	Particulars	No. of Pax		
	Land:				
	04-06	One (1) coaster (2008 model or newer)	14		
	March	with driver (inclusive of gas, parking fees	pax		
	2023	and overtime fees) for transfer-in and out from Hotel to Wharf to Airport			
	04-06	Additional one (1) passenger van for			
	March	luggage (inclusive of driver and gas)			
	2023				
	Water:				
	04-06	Water vessel exclusive for the group	14		
	March	equipped with safety gears and safety			
	2023	security officer.			

3	Accomp	nodation	
3			14
	04-06	14 deluxe rooms or its equivalent in a 4-	
	March	star hotel or AAA resort for two (2)	pax
	2023	nights based on single occupancy with	
		breakfast	
4	Food on	d Payerage	
4		d Beverage	14
	04-06	Three (3) incentivized lunches including	14 pax
	March	am and pm snacks with one (1) round of	
	2023	drinks per meal amounting to	
	0.4	PhP2,000.00 per pax/ meal	4.4
	04 and	Two (2) dinners with cultural or musical	14 pax
	05	entertainment with one (1) round of	
	March	drink per meal amounting to	
	2023	PhP2,000.00 per pax/ meal	
_	0.1 5		
5		equirements	1
	Date	Particulars	No. of
			Pax
	04-06	One (1) DOT- accredited Regional Tour	14 pax
	March	Guide with previous experience as Tour	
	2023	Guide in previous TPB-initiated domestic	
		and international familiarization trips	
6	04	Incentivized tour kits (to include travel	14 pax
0	March	necessities) preferably sourced from the	14 pax
	2023	local community:	
	2023	22oz Wide Mouth with Spout Lid	
		Vacuum Insulated Stainless Steel	
		Drinking Water Tumbler (BPA free)	
		Tissue	
		• Wipes	
		70 ml refillable sanitizer/alcohol	
		• face masks	
		• mints	
		mosquito repellent	
		folded umbrella	
		• fan	
		tour shirt with MICECON logo (design	
		subject to approval of TPB)	

7	04-06 March 2023	First Aid Kit on board the vehicles with basic medicines: o antacid for upset stomach, headache o antihistamine for allergies, diarrhea, motion sickness, fever o pain reliever o povidone iodine	14 pax	
		 band aids gauze pads surgical tape scissors (first aid kit to be given to the TPB coordinator after the event) 		
8	04-06 March 2023	Stand-by paramedics at identified locations in coordination with Region XI or Davao City	14 pax	
9	04-06 March 2023	Incentivized tour program (in booklet form) with directory of suppliers including wellness, water-sports, island hopping and snorkeling activities	14 pax	
10	04-06 March 2023	Tokens and destination-based giveaways to include one (1) welcome gift plus 3 pillow gifts for each guest that are sourced from the local community and advocates sustainability. The proposed design must not reflect the tour operator's logo and should be subject to TPB's approval prior to production/printing amounting to PhP2,000 per pax.	14 pax	
11	04 March 2023	Banners (for group pictorial) and appropriate bus signage, design/specs subject to TPB's approval		
12	04-06 March 2023	Provision of 1 professional videographer and 1 professional photographer to cover the tour and to provide a consolidated output stored in a USB drive to be distributed to each participant/3 TPB copies after the tour module and one (1) external hard drive(subject for approval of TPB)		

13	03 March 2023	All assigned personnel of the service provider (tour coordinator, drivers, tour guide, photographer, videographer, etc.) must submit the following to TPB: • Proof of full COVID-19 vaccination • With one (1) booster OR negative result from Rapid Antigen Test (COVID-19) with a negative result within 24 hours before the tour		
14	04-06 March 2023	Snacks on board, cold towels and drinking water (Note: No mineral water in plastic bottles must be provided. Tumblers to be provided to the participants.)	14 pax	
15	04-06 March 2023	Provision for on-site related expenses, incidental and other miscellaneous expenses (e.g. Covid-19 RT-PCR / Antigen test for the participants as maybe required by the LGU (24 hours prior to the tour / upon arrival in destination/s); per module) as the need arises subject to TPB's approval amounting to PhP30,000.00	14 pax	

LOT 2	SERVICES OF A TOUR OPERATOR FOR THE PHILIPPINE		STATEMENT OF COMPLIANCE		
LOTZ		M.I.C.E. CONFERENCE (MICECON) 2023 LOCAL MICE BUYERS POST-TOUR		COMPLY	NOT COMPLY
1	TPB/DOT Three (3) Module 1 Module 2 Module 3	Number of participants: 39 pax (13 pax per module inclusive of TPB/DOT Regional Office representative) Three (3) Modules: Module 1: Davao Island Experience Module 2: Davao Highland Experience Module 3: Davao Countryside Experience Minimum pax guarantee: 7 pax per module Indicative Dates: 04-06 March 2023			
2	Land Tra	nsportation			
	Date	Particulars	No. of Pax		
	04-06 March 2023	Six (6) passenger vans (two (2) vans per module) (2018 model or newer) with driver (inclusive of gas, parking fees and overtime fees.) • Transfer-in and out			

		a Tauranan	
		Tour proper	
	21.05	(4)	
	04-06	Additional one (1) van for luggage per	
	March 2023	module (inclusive of driver and gas)	
3		l nodation	
	04-06	Room Accommodation in a 3-star	39
	March	hotel or higher (if available)	(13 pax
	2023	39 rooms in deluxe category (if	per
		applicable/available) or its equivalent	module
		for two (2) nights based on single	
		occupancy with breakfast	
4	Food an	d Beverage	
•	04-06	Three (3) incentivized lunches	39 pax
	March	including am and pm snacks with one	(13 pax
	2023	(1) round of drink per meal amounting	per
	2023	to PhP2,000.00 per pax/ day; per	module)
		module	, module,
	04-06	Two (2) dinners with cultural or	39 pax
	March	musical entertainment with one (1)	(13 pax
	2023	round of drink per meal amounting to	per
		PhP2,000.00 per pax/ day; per module	module)
5		equirements	
	Date	Particulars	No. of
	04-06	Incentivized, interactive and	Pax 39 pax
	March	experiential tours and activities that	(13 pax
	2023	focus on different MICE Facilities and	per
	2025	feature tourism circuits of Davao; per	module)
		module	module
6	04	Provision of itinerary booklet and	39 pax
	March	Directory of Participants and TPB	(13 pax
	2023	Officials. (Content and design subject	per
		to the approval of TPB) per module	module)
7		Provision of Incentivized Tour Kit	
-		coming from the local community	
		/travel necessities:	
		Tumbler	
		Tissue	
		Wipes	
		70 ml refillable sanitizer/alcohol	
		face masks	
		mints	

		 mosquito repellent foldable umbrella luggage tags (color coded per module) baller id bands (color coded per module) based on tour module tour shirt with the branding of destination (design subject to the approval of TPB) *per module 		
8	04-06 March 2023	First Aid Kit on board the vehicles with basic medicines: o antacid for upset stomach, headache o antihistamine for allergies, diarrhea, motion sickness, fever o pain reliever o povidone iodine o band aids o gauze pads o surgical tape o scissors (first aid kit to be given to the TPB coordinator after the event)	39 pax (13 pax per module)	
9	04-06 March 2023	Stand-by paramedics at identified locations in coordination with Region XI or Davao City; per module	39 pax (13 pax per module)	
10	04-06 March 2023	Tokens and destination-based giveaways including 1 welcome gift and 2 pillow gifts for each guest coming from the local community and must be sustainable without showing the tour operator's logo and subject to TPB's approval amounting to PhP2, 000 per pax; per module	39 pax (13 pax per module)	
11	04 March 2023	Banners (for group picture) and appropriate bus signage, design/specs subject to TPB's approval; per module		

12	04-06	Provision of 1 professional		
	March	videographer and 1 professional		
	2023	photographer to cover the tour and to		
	2023	provide a consolidated output stored		
		in a USB drive to be distributed to each		
		participant/ 3 TPB copies after the tour		
		module and one (1) external hard		
		1		
12	00	drive(subject for approval of TPB)		
13	03	All assigned personnel of the service		
	March	provider (tour coordinator, drivers,		
	2023	tour guide, photographer,		
		videographer, etc.) must submit the		
		following to TPB:		
		Proof of full COVID-19 vaccination		
		With one (1) booster OR negative		
		result from Rapid Antigen Test		
		(COVID-19) with a negative result		
		within 24 hours before the tour		
14	04-06	Snacks on board, cold towels and	39 pax	
	March	drinking water	(13 pax	
	2023		per	
			module)	
15	04-06	Services of a (1) DOT-accredited	39 pax	
	March	Regional Tour Guide (Ratio 5-7 pax = 1	(13 pax	
	2023	Tour Guide); per module	per	
			module)	
16	04-06	Provision for on-site related expenses,		
	March	incidental and other miscellaneous		
	2023	expenses (e.g. Covid-19 RT-PCR /		
		Antigen test for the participants as		
		maybe required by the LGU (24 hours		
		prior to the tour / upon arrival in		
		destination/s); per module) as the		
		need arises subject to TPB's approval		
		amounting to PhP100,000.00		

LOT 3		OF A TOUR OPERATOR FOR THE PHI C.E. CONFERENCE (MICECON) 2023		STATEMENT OF COMPLIANCE	
1013		-BASED MEDIA GUESTS ARRANGEN		COMPLY	NOT COMPLY
1		Number of participants: 12 pax Minimum pax guarantee: 09 pax			
	Indicative Dates	s: 01 - 04 Mar 2023			
2	Round-trip Air				
	Date Needed	Particulars	No. of Pax		
	01 and 04 Mar 2023	Rebookable, reroutable and refundable economy airtickets inclusive of 20 kls. baggage allowance, other taxes & applicable charges with comprehensive travel insurance Route: Manila to Davao Date: 01 Mar 2023 Flight: PR1813 ETD/ETA: 0925/1120 Route: Davao to Manila Date: 04 Mar 2023 Flight: PR1812 ETD/ETA: 0925/1125	12 pax		
3	Land Transpor	rtation			
	01 to 04 Mar 2023	Two (2) passenger vans to be used for airport transfers, hotel transfers and to/from official event venues with the following specifications: o 2018 model or newer o 12-seater per unit o with driver (must undergo a Rapid Antigen Test (COVID-19) within 24 hours before the arrangement o inclusive of gas, parking fees and overtime fees	12 pax		

4 Accommo	odation	
01 – 04 N	\	11 rooms
2023	deluxe and one (1) double	for 12
	occupancy deluxe rooms in one	pax
	of the MICECON 2023 Official	
	Hotels:	
	Acacia Hotel*	
	 Waterfront Insular Hotel* 	
	• Rogen Inn*	
	for three (3) nights with	
	breakfast and welcome drinks	
	Check in: 01 Mar 2023	
	Check out: 04 Mar 2023	
	*Special MICECON 2023	
	rates are available for MICECON	
	2023 delegates in these hotels	
	quirements	42
01 – 04 N		12 pax
2023	vehicles with basic medicines:	
	o antacid for upset stomach,	
	headache	
	o antihistamine for allergies,	
	diarrhea, motion sickness,	
	fever	
	o pain reliever	
	o povidone iodine	
	o band aids	
	o gauze pads	
	o surgical tape	
	o scissors	
	(first aid kit to be given to the	
	TPB coordinator after the event)	

7	01-04 Mar	Incentivized Tour Kit sourced	12 pax
	2023	from the local community	
		o Tumbler	
		o Tissue	
		o Wipes	
		o 70 ml refillable	
		sanitizer/alcohol spray	
		 Face masks 	
		o Mints	
		Mosquito repellent	
8	01 Mar 2023	All assigned personnel of the	
		service provider (tour	
		coordinator, drivers, etc.) must	
		submit the following to TPB:	
		 Proof of full COVID-19 	
		vaccination	
		With one (1) booster OR	
		negative result from Rapid	
		Antigen Test (COVID-19) with	
		a negative result within 24	
		hours before the event	
9	01 – 04 Mar	Provision for on-site related	
	2023	expenses (i.e. meals at the	
		airport), incidental and other	
		miscellaneous expenses as the	
		need arises subject to TPB's	
		approval amounting to	
		PhP20,000.00.	

NO.	ADDITIONAL REQUIREMENTS TO THE SPECIFICATIONS FOR	STATEM COMP	
NO.	LOTS 1,2,&3	COMPLY NOT COMPLY	
1	Assistance in preparing/ securing entry documents, as necessary.		
2	Must respond to immediate/unforeseen changes in specifications. Must be able to provide an alternative itinerary, in case of rain, risk of the typhoon, and other unforeseen or fortuitous events subject to the approval of TPB at no additional cost.		
3	Must provide services on a "send-bill" arrangement.		
4	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	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.		
6	Bidders should submit a budget bid proposal that reflects the cost of tours, activities, and logistical requirements. Any event sponsorship (hosted/discounted) will be deducted from the bid amount, if any. Thus, the tour operator will bill TPB based on the actual cost.		
7	Submit a valid Department of Tourism (DOT) Accreditation Certificate.		
8	Submit an updated and SEC Registered - General Information Sheet (GIS).		

I hereby certify to comply and deliver all of the above requirements provided on the Section VII. Technical Specification of these bidding documents.

		
Name of the Company	Signature over Printed Name	Date
	of the Authorized Representative	

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

<u>Legal Do</u>	<u>cuments</u>
(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
	<u>Or</u>
<u>Technica</u>	<u>Il Documents</u>
	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; and
(c)	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; and
(d)	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
(e)	Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or aftersales/parts, if applicable; and
(f)	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.
<u>Financial</u>	<u>Documents</u>
(g)	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; <u>and</u>
(h)	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
	ciass b botaments
(i)	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.
Other do	cumentary requirements under RA No. 9184 (as applicable)
(j)	[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.
(k)	Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.
FINANCIA	AL COMPONENT ENVELOPE
☐ (a)	Original of duly signed and assemblished Figure is Did Farms and
(a)	Original of duly signed and accomplished Financial Bid Form; and
(b)	Original of duly signed and accomplished Price Schedule(s).

II.

REQUIRED FORMS TO BE SUBMITTED BY BIDDERS

- 1. Contract Agreement Form for the Procurement of Goods
- 2. Bid Securing Declaration Form
- 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 PROCURING ENTITY] of the Philippines (hereinafter called "the Entity") of the one part and [name 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 [br description of goods and services] and has accepted a Bid by the Supplier for the supply of those good and services in the sum of [contract price in words and figures in specified currency] (hereinafter call 'the Contract Price').
NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:
 In this Agreement words and expressions shall have the same meanings as are respective assigned to them in the Conditions of Contract referred to.
 The following documents as required by the 2016 revised Implementing Rules a Regulations of Republic Act No. 9184 shall be deemed to form and be read a 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
 Winning bidder's bid, including the Eligibility requirements, Technical a Financial Proposals, and all other documents or statements submitted;
Bid form, including all the documents/statements contained in the Bidde bidding envelopes, as annexes, and all other documents submitted (e.g., Bidde response to request for clarifications on the bid), including corrections to the bif 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 t Procuring Entity concerned in the PBDs. Winning bidder agrees that addition

part of the Contract.

subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form

- 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 Name and Signature]

[Insert Signatory's Legal Capacity] [Insert Signatory's Legal Capacity]

for: for:

[Insert Procuring Entity] [Insert Name of Supplier]

<u>Acknowledgment</u>

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

[Jurat]

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
PERFORMANCE SECORING 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:
 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
 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]

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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 h	and this	day of	_, 20	at
Philippines.						

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

[Jurat]

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

 BID FORM	
Project Identification No. :	Date :

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]

For Goods Offered from Within the Philippines

Name of Bidder Pr					Projec	Project ID No Pageof			
1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit (col 5+6+7+8)	Total Price delivered Final Destination (col 9) x (col 4)
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 F	PROCURING ENTIT	Y: TOURISM	PROMOTIC	ONS I	BOARD (TPB) P	HILIPP	INES	
LOCATION OF T	HE DROIFCT.							
List of all Ong contracts award	oing Governmen ded but not yet st	arted, if any			• •	-		_
complexity to t	he contract to be	bid						
Business Name								
Business Addres	ss : <u> </u>						<u> </u>	
Name of Contract/ Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Date Awarded	% of Accomplishment		Value of Outstanding
			Description	%	b. Date Started c. Date of Completion	Planned	Actual	Works / Undelivered Portion
Government								
Private								
rivate								
						Total Co	st	
						1000		
Note: This State	ement shall be sup	ported with:						
	f Award and/or Co	ontract						
2. Notice to	o Proceed							
Submitted by:								
Name of Repres	sentative of Bidde					_		
Designation Date		(Print: : :	ed Name a	nd S				

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

PROJECT: LOCATION OF Single Largest	PROCURING ENTI THE PROJECT: Completed Contra tract should be at	act (SLCC) similar	to the Contra	ct to I	oe bid within thr					
Business Namo Business Addr										
Name of Contract	a. Owner's Na b. Owner's Na Address c. Telephone	ame Nature of Work	Bidder's R Description	ole %	a. Amount of Award b. Amount of Completion c. Duration	Awarded				
Government						Completed				
D. i. a.l.										
Private										
 Contra Notice 	to Proceed ate of Project Com		st be <u>Satisfac</u>	tory as	s additional suppo	orting				
Submitted by:										
Name of Repre	esentative of Bidde		 Iame and Sigr	 nature						
Position		:								
Date		:								



