

**TOURISM PROMOTIONS BOARD  
REGULAR BOARD OF DIRECTORS' MEETING  
2<sup>ND</sup> SEMESTER OF 2023**

**TECHNICAL SPECIFICATIONS**

TPB Regular Board of Directors' Meeting and Committee Meeting  
Food and Beverage Requirements

**I. BACKGROUND**

Section 51 of Republic Act No. 9593 (RA 9593), otherwise known as "*The Tourism Act of 2009*," and Section 41(a) of its Implementing Rules and Regulations (IRR), provides that the Tourism Board shall meet at least once a month at the principal office of the Tourism Promotions Board (TPB), unless the Tourism Board previously agrees in writing to meet at another location.

Further, in compliance with the principle of good governance and pursuant to pertinent rules and regulations of the Governance Commission for GOCCs (GCG), TPB ensures the regular conduct of Committee and Board Meetings to enable the Directors to promulgate policies, approve programs and prescribe rules and regulations necessary to implement the intents and purposes of the Corporation; to authorize contracts or agreements as may be necessary for the proper, efficient and stable administration of TPB; and to deliberate on matters which require action and decision from the Board.

The Tourism Board will conduct its monthly Regular Board Meetings and Committee Meetings to be held at least once per semester within the remainder of the FY 2023 with varying food and beverage requirements. With board meetings lasting for two (2) to three (3) hours, planning and discussing over food can set a more productive discussion in achieving the specific goals and objectives as laid down in the agenda. Additionally, it sets the platform for a more relaxed atmosphere, and invites conducive conversation and deliberation.

**II. OBJECTIVES**

The TPB is seeking the engagement of Manila-based DOT-accredited catering service providers with an existing credit line with TPB or would allow a send-bill arrangement for the provision food and beverage and/or catering requirements, as applicable, for the Regular Board of Directors' Meetings to be held indicatively on the following dates:

**A. Regular Meetings**

<b>Deliverables (minimum guarantee of 30 pax)</b>	<b>(Indicative) Dates</b>
1. Packed Lunch	- 17 May 2023 - 19 July 2023
2. Catering	- 18 October 2023 - 15 November 2023

### III. SCOPE OF SERVICES/DELIVERABLES

<b>REQUIREMENT</b>	<b>PARTICULARS</b>	<b>APPROVED BUDGET OF CONTRACT</b>	<b>STATEMENT OF COMPLIANCE</b>
<b>PACKED LUNCH</b>	<p><b>1. Food and Beverage</b></p> <ul style="list-style-type: none"> <li>Packed lunch inclusive of one round of soda, tea, or fruit juice (minimum of 3 kinds of main entrees excluding vegetables in the count)</li> <li>Limited accommodation option for special needs diet (vegetarians, pescatarians, diabetics, low sodium, hypoallergenic, gluten free etc.) pre-arranged and pre-identified</li> <li>Food served shall be delivered, hot and ready at least</li> </ul>	<p>Php 30,000.00 x 2 = Php 60,000.00</p> <p><b>= Php60,000.00</b></p>	

	<p>30 minutes before the meeting</p> <ul style="list-style-type: none"> <li>• Inclusive of delivery fees to the respective meeting attendees</li> <li>• Minimum guarantee of 30 pax for Regular Meetings</li> </ul>		
<b>CATERING</b>	<p><b>1. Food and Beverage</b></p> <ul style="list-style-type: none"> <li>• Managed lunch buffet inclusive of one round of soda, tea, or fruit juice (minimum of 3 kinds of main entrees excluding vegetables in the count)</li> <li>• Option for early or packed lunch</li> <li>• Limited accommodation option for special needs diet (vegetarians, pescatarians, diabetics, low sodium, hypoallergenic, gluten free etc.) pre-arranged and pre-identified</li> <li>• Flowing brewed coffee, tea, and drinking water for</li> </ul>	<p>Php 39,000.00 x 2  <b>= Php 78,000.00</b></p>	

	<p>the participants while the event is on-going</p> <ul style="list-style-type: none"> <li>• Food served shall be fresh, hot and ready at least 30 minutes before each meal</li> <li>• Minimum guarantee of 30 pax</li> </ul> <p><b>2. Arrangement Set-Up (In Session)</b></p> <ul style="list-style-type: none"> <li>• All tables, chairs, dinnerware and glassware necessary for the event</li> <li>• Designation of a banquet coordinator</li> <li>• Waitstaff/service personnel clad in clean uniforms</li> <li>• Stand-by dedicated waitstaff while the activities are being conducted</li> <li>• One (1) dedicated waitstaff/service personnel for identified VIPs</li> </ul>		
	<b>TOTAL</b>	<b>Php 138,000.00</b>	

*\*Bidder must state either "Comply" or "Not Comply" against each of the individual parameters of each particular*

#### IV. PROJECT IMPLEMENTATION AND PAYMENT SCHEDULE

The indicative dates of the board meetings are as follows:

<b>Deliverables (minimum guarantee of 30 pax)</b>	<b>(Indicative) Dates</b>	<b>Payment Schedule</b>
1. Packed Lunch	- 17 May 2023 - 19 July 2023	Within thirty (30) days from TPB's receipt of the bill / invoice
2. Catering	- 18 October 2023 - 15 November 2023	

#### V. SPECIAL/ADDITIONAL REQUIREMENTS

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.
2. Must be engaged in the hotel business for at least three (3) years from the date of the opening of bids.
3. Must have handled at least three (3) similar projects.
4. Willing to provide services on "send-bill" arrangement.
5. 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).

#### IV. OTHER CONCERNS

1. Actual date and 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 30 pax for Regular Meetings.
2. Provide cost per head in case of increase/decrease of pax in relation to the estimated no. of pax
3. Any other arrangements that may be mutually agreed upon by TPB and the supplier.

#### **IV. INVITATION TO SUPPLIERS**

TPB invites 3-star DOT-accredited hotels (or higher-rated hotels, if the rates are competitive) catering service providers to submit their bid proposals with TPB for the aforementioned committee and board meeting. The proposals shall include the incidental service requirements and fees.

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.

#### **V. APPROVED BUDGET OF CONTRACT**

The approved budget of contract is **ONE HUNDRED THIRTY-EIGHT THOUSAND PESOS ONLY (PHP138,000.00)** 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.

#### **VI. TERMS OF PAYMENT**

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.

#### **VII. LEGAL ELIGIBILITY**

1. Must be Filipino-owned and operated, and registered under Philippine laws
2. Must submit the following requirements:

- a. Mayor's/Business Permit
- b. Philippine Government Electronic Procurement System (PHILGEPS) Registration Number
- c. Income/Business Tax Return
- d. Omnibus Sworn Statement

## **VIII. FORCE MAJEURE**

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.

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.

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.

## **IX. CONTRACT DURATION**

The contract is a one-time engagement and shall commence from the issuance of the Notice to Proceed (NTP) until full and complete delivery of requirements.

#### **X. CONTACT PERSONS**

**ATTY. JEMIMAH NISSI M. TIAMBENG / MS. EDCHI-LEE A. CORDERO**

Office of the Corporate Board Secretary

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