

# **PHILIPPINE BIDDING DOCUMENTS**

## **SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF PHYSICAL AND TECHNICAL REQUIREMENTS AND MANAGEMENT OF THE EDUCATIONAL PROGRAM, OPENING CEREMONY, TRAVEL EXCHANGE, AND PRESS CONFERENCE OF THE 2023 PHILIPPINE TRAVEL EXCHANGE (PHITEX) IN CEBU**



Government of the Republic of the Philippines

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## ***Glossary of Acronyms, Terms, and Abbreviations***

**ABC** – Approved Budget for the Contract.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – 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. 2023-028**

**SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF PHYSICAL AND TECHNICAL REQUIREMENTS AND MANAGEMENT OF THE EDUCATIONAL PROGRAM, OPENING CEREMONY, TRAVEL EXCHANGE, AND PRESS CONFERENCE OF THE 2023 PHILIPPINE TRAVEL EXCHANGE (PHITEX) IN CEBU**

1. The **Tourism Promotions Board**, through the **2023 Approved Corporate Operating Budget** intends to apply the sum of **Five Million Pesos Only (PhP5,000,000.00)** being the ABC to payments under the contract for **the Service Provider for the Supply and Delivery of Physical and Technical Requirements and Management of the Educational Program, Opening Ceremony, Travel Exchange, and Press Conference of the 2023 Philippine Travel Exchange (PHITEX) in Cebu / ITB No 2023-028**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **Tourism Promotions Board** now invites bids for the above Procurement Project. Delivery of the Goods is required on **19-21 September 2023**. Bidders should have completed, **within the last 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 **Tourism Promotions Board** through its Bids and Awards Committee Secretariat via emails: ***bac\_sec@tpb.gov.ph*** and/or ***janet\_villafranca@tpb.gov.ph*** and inspect the Bidding Documents at the address given below during the office hours from **9:30am – 6:30pm**
5. A complete set of Bidding Documents may be acquired by interested Bidders on **14 July – 07 August 2023** by sending your request to ***bac\_sec@tpb.gov.ph*** and/or ***janet\_villafranca@tpb.gov.ph*** or **by downloading through the PhilGEPS and TPB website** and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Thousand Pesos Only (PhP5,000.00)**.

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 **Tourism Promotions Board** will hold a **Pre-Bid Conference on 24 July 2023 at 4:00 PM** through video conferencing or webcasting *via Zoom Virtual 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 ***janet\_villafranca@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 **07 August 2023 at 9:00 AM**. Late bids shall not be accepted.

**Procurement and General Services Division Tourism Promotions Board  
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 labelled as follows:

**Technical and Financial Bid**

**<Title of the Project>**

**<Company Name and Address>**

**DO NOT OPEN BEFORE: <Date and Time for the Opening of Eligibility Documents>**

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

**TECHNICAL ENVELOPE**

**<Title of the Project>**

**<Company Name and Address>**

**DO NOT OPEN BEFORE: <Date and Time for the Opening of Eligibility Documents>**



**FINANCIAL ENVELOPE**

<Title of the Project>

<Company Name and Address>

**DO NOT OPEN BEFORE: <Date and Time for the Opening of Eligibility Documents>**

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

**ORIGINAL**

**Technical Envelope**

<Title of the Project>

<Company Name and Address>

**DO NOT OPEN BEFORE: <Date and Time for the Opening of Eligibility Documents>**

**COPY 1**

**Technical Envelope**

<Title of the Project>

<Company Name and Address>

**DO NOT OPEN BEFORE: <Date and Time for the Opening of Eligibility Documents>**

**COPY 2**

**Technical Envelope**

<Title of the Project>

<Company Name and Address>

**DO NOT OPEN BEFORE: <Date and Time for the Opening of Eligibility Documents>**

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

1. PhilGEPS Platinum Certificate
2. Statement of Ongoing and Completed 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)

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

**ORIGINAL**

**Financial Envelope**

**<Title of the Project>**

**<Company Name and Address>**

**DO NOT OPEN BEFORE: <Date and Time for the Opening of Eligibility Documents>**

**COPY 1**

**Financial Envelope**

**<Title of the Project>**

**<Company Name and Address>**

**DO NOT OPEN BEFORE: <Date and Time for the Opening of Eligibility Documents>**

**COPY 2**

**Financial Envelope**

**<Title of the Project>**

**<Company Name and Address>**

**DO NOT OPEN BEFORE: <Date and Time for the Opening of Eligibility Documents>**

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)

***See Annex D: Diagram of Sealing and Marking of Bid Envelopes***

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 **07 August 2023 at 9:30 AM** at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

**BAC Meeting Room**

**Tourism Promotions Board**

**4/F, Legaspi Towers 300, Roxas Boulevard, Manila**

10. The Bidder who's Bid was declared the Single/Lowest Calculated Responsive Bid (S/LCRB) shall submit a third copy of the **Technical and Financial Bid**, upon the request of the Secretariat
11. The **Tourism Promotions Board** 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:
- Roselle D. Romero / Janet G. Villafranca  
BAC Secretariat, Tourism Promotions Board  
4/F Floor Legaspi Towers 300, Roxas Boulevard, Manila  
Tel. Nos. 8525-9318 loc. 273 / 8525-9318 loc. 270  
Email: bac\_sec@mis.tpb.gov.ph/bac\_sec@tpb.gov.ph/janet\_villafranca@tpb.gov.ph  
Fax No. (02) 8526-5971*
13. You may visit the following websites:
- For downloading of Bidding Documents: ***www.philgeps.gov.ph*** or ***www.tpb.gov.ph***

14 July 2023

**(Sgd.)**  
**ARNOLD T. GONZALES**  
Chairperson  
Bids and Awards Committee

## ***Section II. Instructions to Bidders***

### **Notes on the Instructions to Bidders**

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

## 1. Scope of Bid

The Procuring Entity, **Tourism Promotions Board** wishes to receive Bids for the **Service Provider for the Supply and Delivery of Physical and Technical Requirements and Management of the Educational Program, Opening Ceremony, Travel Exchange, and Press Conference of the 2023 Philippine Travel Exchange (PHITEX) in Cebu**, with identification number **ITB No 2023-028**.

The Procurement Project (referred to herein as “Project”) is composed **One (1) Lot**, 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 **2023 Approved Corporate Operating Budget** in the amount of **Five Million Pesos Only (PhP5,000,000.00)**.

2.2. The source of funding is: GOCC and GFIs, the 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 limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

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 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 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 *the last three (3) years* 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

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, 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 the **BDS**.
- 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 the **BDS**.

### 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 **05 December 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.

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

## **20. Post-Qualification**

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**

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

## ***Section III. Bid Data Sheet***

### **Notes on the Bid Data Sheet**

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

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

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

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

## Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> <li>a. provision of physical and technical requirements and management of an event with at least 100 participants whether international or local events</li> <li>b. completed within the last three (3) years prior to the deadline for the submission and receipt of bids.</li> </ul>
7.1	<i>Not Applicable.</i>
12	The price of the Goods shall be quoted DDP <b>in Cebu</b> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than <b>two percent (2%) of ABC</b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <b>five percent (5%) of ABC</b> if bid security is in Surety Bond.</li> </ul>
19.3	<i>The project shall be awarded as one (1) lot / contract.</i>
20	<p><i>The original of the following documents shall be presented during the Post-Qualification:</i></p> <ol style="list-style-type: none"> <li>1. PHILGEPS Platinum Certificate</li> <li>2. Business/Mayor's Permit</li> <li>3. SEC Registration and the Articles of Incorporation</li> <li>4. Tax Clearance Certificate</li> <li>5. Latest Audited Financial Statement</li> <li>6. General Information Sheet</li> <li>7. Board Resolution (reference to the Omnibus Sworn Statement and Secretary's Certificate)</li> <li>8. Contracts/PO for Ongoing projects / Certificate of Project Completion for Completed Projects (Reference to the List of Ongoing and Completed Project submitted)</li> </ol> <p>Submit a certified true copy of documents in nos. 2-7 within five (5) calendar days from the date of the post-qualification, as instructed by the Technical Working Group</p>
21	<i>No additional documents.</i>

## ***Section IV. General Conditions of Contract***

### **Notes on the General Conditions of Contract**

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

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

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

## 1. Scope of Contract

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

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

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

## 2. Advance Payment and Terms of Payment

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

## 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 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 VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

## **5. Warranty**

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

## **6. Liability of the Supplier**

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

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

## ***Section V. Special Conditions of Contract***

### **Notes on the Special Conditions of Contract**

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

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

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

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



## Special Conditions of Contract

GCC Clause	
1	<p><b>Delivery and Documents –</b></p> <p>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:</p> <p>“The delivery terms applicable to this Contract are delivered <b>Cebu, Philippines</b>. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <b>Michael M. Malonda</b>.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p><i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> <li>e. [Specify additional incidental service requirements, as needed.]</li> <li>f. 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.</li> </ol>

**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:

*Select appropriate requirements and delete the rest.*

1. 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
2. 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 Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of *[indicate here the time period specified. If not used indicate a time period of three times the warranty period]*.

**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.

	<p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>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</p>
	<p>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.</p> <p><b>Transportation –</b></p> <p>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.</p> <p>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.</p>
	<p>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.</p> <p>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.</p>

	<p><b>Intellectual Property Rights –</b></p> <p>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.</p>								
2.2	<p>The terms of payment shall be as follows:</p> <table border="1"> <thead> <tr> <th>Amount</th><th>Deliverables</th></tr> </thead> <tbody> <tr> <td><b>15%</b> (1<sup>st</sup> progress payment)</td><td>Upon submission of the initial/draft program script, flow, and set-up requirements</td></tr> <tr> <td><b>35%</b> (2<sup>nd</sup> progress payment)</td><td>Upon submission and approval of the final program script, flow, set-up requirements and line-up of entertainers and interpreters</td></tr> <tr> <td><b>50%</b> (3<sup>rd</sup> progress payment)</td><td>Upon completion and satisfactory performance of the services <b>as certified by TPB</b> and submission of deliverables such as end reports, recordings of the activities, videos, photos, etc.</td></tr> </tbody> </table>	Amount	Deliverables	<b>15%</b> (1 <sup>st</sup> progress payment)	Upon submission of the initial/draft program script, flow, and set-up requirements	<b>35%</b> (2 <sup>nd</sup> progress payment)	Upon submission and approval of the final program script, flow, set-up requirements and line-up of entertainers and interpreters	<b>50%</b> (3 <sup>rd</sup> progress payment)	Upon completion and satisfactory performance of the services <b>as certified by TPB</b> and submission of deliverables such as end reports, recordings of the activities, videos, photos, etc.
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4	<p>The inspections and tests that will be conducted are:</p> <p>Technical rehearsal for the PHITEX Educational Program (PEPTalk), Opening Ceremony, Travel Exchange (B2B), and Press Conference as deemed necessary.</p>								

## ***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.

[illegible]

## ***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.*

Item	Specification	Statement of Compliance (Comply/Not Comply)
I.	Implement and manage the overall program scenario of the event and to deliver the necessary physical and technical, and other digital requirements for the following components: <ul style="list-style-type: none"> <li>• PHITEX Educational Program (PEPTalk)</li> <li>• Opening Ceremony</li> <li>• Travel Exchange (B2B)</li> <li>• Press Conference</li> </ul>	
II.	<b>EDUCATIONAL PROGRAM (PEPTALK)</b>	
	1. Coordinate with assigned TPB Officials/Officers and private sector partners to finalize the topics and the appropriate speakers. Line-up of speakers will be c/o the TPB.	
	2. Provide professional fees with a minimum of Php 25,000.00 (local speaker) and a maximum of Php 55,000.00 (foreign speaker) per speaker which should be ready during the implementation of the event. TPB to assist in the negotiation of the professional fees of the speakers.	
	3. Engage the services of one host and one moderator who have a minimum of 1 year hosting/moderating experience for a tourism conference and knowledgeable in the tourism industry.	
	4. Encode the name of the participants and send out the E-Certificates of Attendance within 10 Calendar Days after	

	PEPTalk 2023 (TPB to provide design/layout of the E-Certificates).	
	5. Provide event coverage and assistance including recording and editing the video recording of the speech/talk of the speaker, as necessary.	
	6. Arrange technical rehearsal/run with the speakers at least before the start of the program in coordination with the assigned TPB Officer/s.	
	7. Submit the raw and edited recorded video of the entire program 15 calendar days after PEPTalk 2023.	
	8. Provide stage set-up that includes LED Screen as a backdrop, teleprompter, lapel and wireless microphones, clicker, etc.;	
	9. Other similar event management tasks.	
III.	<b>TRAVEX (Opening Ceremony, B2B Sessions, and Press Conference)</b>	
	1. Implement and manage the event plan/program for the PHITEX TRAVEX B2B on 20-21 September, time and venue in Cebu (TBA).	
	2. Provide a program flow/detailed scenario/script based on the approved program.	
	3. Provide on-site professional Voice-Over for the duration of the PHITEX TRAVEX.	
	4. Overall venue décor/execution and construction for the abovementioned events to include, but not limited to: a. Stage construction b. Inside venue styling, but not limited to: • LED Entrance arch • Drop down banners • Sponsorship wall • LED Video display (for information and ads purposes) • Directional signages • Registration counter • Baggage counter c. Outside venue styling, but not limited to: • Lamp post banners/tarpaulins, placement fee and production of the tarpaulin is c/o EMC. TPB to provide the camera-ready artwork. • Cebu International Airport Arrival Area (LED rental ad placement in the amount of Php224,000.00 c/o EMC).	



	<p>5. Provide the following physical and technical requirements for the PHITEX Travel Exchange and coordinate with the technical team of the venue (TBA) for the setup and installation of all physical and technical requirements, to include, but not be limited to the following:</p> <ul style="list-style-type: none"> <li>• Audio-Visual and lighting system (speakers, microphones, etc.)</li> <li>• LED wall screens/backdrop with side panels, stage/set design</li> <li>• LCD projector and screen (as needed)</li> <li>• Event stage and create a multi-dimensional set with a series of screens layered across the stage</li> <li>• Stage truss system (as needed)</li> <li>• Appropriate cables and video adapters (VGA, HDMI, etc.)</li> <li>• Complete PA and AV System</li> <li>• Professional Lighting System</li> <li>• Generator Set</li> </ul>	
	<p>6. Proposed Event Entertainment</p> <p>a. Welcome/Arrival at the B2B Area - festival/street dance ambiance, live-demonstration of artisan weaving, etc.</p> <p>b. Opening Ceremony - festival dances to open the TRAVEX proper.</p> <p>c. Invocation - solo performer or choir</p> <p>d. Philippine National Anthem - audio-visual presentation or live singer</p> <p><b><i>The proposed line-up of entertainers must be included in the submission of technical bid.</i></b></p>	
	<p>7. Printing of A3 title cards/table-top signage back-to-back (100 pcs), specs: colored, A3 120g matt coated inkjet photo quality (lay-out c/o TPB);</p>	
	<p>8. Oversee, coordinate, and present a final dry run of the program including the performer a week before the event for final approval of TPB;</p>	
	<p>9. Digital timer during the travel exchange proper from 20-21 September 2023</p> <p>Produce a digital timer for 24 appointments per day (each business appointment will last for 15 minutes) with a cue to indicate the start and end of a B2B session (cue sound for approval of TPB)</p>	

	<p>10. Photo and video documentation of TRAVEX Proper and produce a 3–4-minute enhanced video to be submitted and approved by TPB. Kindly save on an external hard drive.</p> <ul style="list-style-type: none"> <li>• 3–4-minute enhanced video format should include the event title, quote in the first 15 seconds, and testimonials.</li> <li>• TPB/DOT “LOVE THE PHILIPPINES” logo should be placed at the end of the video.</li> </ul>	
	<p>11. Provide interpreters for the components of the 2-day travel exchange, who can speak:</p> <ul style="list-style-type: none"> <li>- Japanese (10)</li> <li>- Korean (8)</li> <li>- Mandarin (15)</li> </ul> <p><b>Above number are maximum, TPB to advise final requirement a week before the event.</b></p> <ul style="list-style-type: none"> <li>• The winning bidder must provide Curriculum Vitae (CVs) of proposed interpreter within 10 calendar days from the date of receipt of Notice to Award (NOA). Final line-up of interpreters for approval of TPB.</li> <li>• Qualifications of the interpreters <ul style="list-style-type: none"> <li>- Must have 3 years’ experience as an interpreter.</li> <li>- Must have had at least one (1) experience as an interpreter in any tourism related events/activities.</li> </ul> </li> </ul>	
	<p>12. Manage and implement an Event Entertainment and Conference Plan following the PHITEX 2023 Theme: <i>“Tourism Sustainability in the Era of Internet of Things”, for the event components, to wit:</i></p> <p><i>a. Integrate an exhibit/interactive Philippine experience and engagement with animators/artists/talent highlighting the creative industry of Region 7 in the foyer/lobby during TRAVEX (i.e. Solihiya, furniture industry, hablon of Argao, chocolate chamber, guitar making, etc. Note: submission of line-up of animators/artists/talents within 10 calendar days from the date of receipt of Notice of Award (NOA).</i></p> <p><i>b. Opening ceremony</i></p> <p><i>c. TRAVEX Proper</i></p>	
	<p>13. Recommend to TPB the artists and performers using local talents preferably those who have performed before an international audience in keeping with the overall conceptual approach and as approved by TPB. Performers may include but are not limited to choir, singer/s dances or festival dances, etc.</p>	

Commented [MOU1]: Number of days missing

	<p>14. Dedicate an Event Management Team for TRAVEX, PEP talk and Opening ceremony, with a minimum experience of three (3) years, who shall coordinate, oversee the light, sound, audio-visual, scenery, technical requirements, staging, choreography and other elements and requirements of the overall show. The Event Management Company shall source the appropriate artists, technical practitioners, etc. required to implement the overall program scenario for the Opening, B2B and PEP talk which may include, but not limited to the following (see attached list of the technical crew):</p> <ul style="list-style-type: none"> <li>- Event Coordinator</li> <li>- Event Director</li> <li>- Stage Manager</li> <li>- Script Writer</li> <li>- Set and Stage designer</li> <li>- Creative artwork specialist</li> <li>- Production Director</li> <li>- Technical Director</li> <li>- Production Manager</li> <li>- Venue stylist (for social functions)</li> </ul> <p><b>Bidders must submit CVs of abovementioned key personnel included in the technical proposal.</b></p>	
	<p>15. Provide the necessary Physical and Technical Requirements as listed:</p> <p><b><u>ONSITE:</u></b></p> <p>a) Over-all venue décor/execution and construction for the abovementioned event to include, but not limited to:</p> <ul style="list-style-type: none"> <li>● Stage design, decorations and set-up (as needed per activity)</li> <li>● Installation, enhancement and styling of the venues to include (but not limited to) the following: <ul style="list-style-type: none"> <li>➢ Entrance LED Arch and LED display video wall screen in the main venue, minimum 12x24ft in size</li> <li>➢ Facade, enhancement and styling of registration counter booth</li> <li>➢ Photo wall/Backdrop w/ lighting, 12x24 feet in size</li> <li>➢ Sponsorship wall</li> <li>➢ Backdrop for the Press Conference</li> <li>➢ LED wall in the stage (for the PEP Talk)</li> <li>➢ Venue styling/installation for the themed coffee breaks and lunches,</li> <li>➢ Lamp Post banners within the vicinity of the official venue</li> </ul> </li> <li>● Printing of Banner, Signage, Title Card</li> <li>● Registration Counter</li> <li>● Baggage Counter</li> </ul>	

	<p>b) Provide the following requirements for the event and coordinate with the technical team of the venue (TBA) for the set up and installation of all physical and technical requirements, to include, but not be limited to the following:</p> <ul style="list-style-type: none"> <li>• Audio-Visual and Lighting System (speakers, microphones, etc.)</li> <li>• Broadcast and Streaming Machines</li> <li>• Broadcast Quality Lighting System for Chroma</li> <li>• Broadcast Full HD Camera and Video Capture devices</li> <li>• Camera / Video Switching Equipment</li> <li>• TV Presentation Monitors to show Online viewers and Presentation to on Site Speaker / Host.</li> <li>• LED wall screen, backdrop, stage / set design</li> <li>• LED projector and screen (as needed)</li> <li>• Stage truss system (as needed)</li> <li>• Speakers' technical requirements</li> <li>• Microphones (lapel and wireless)</li> <li>• Amplifiers</li> <li>• Laptops (mac and windows) with appropriate connectors</li> <li>• Presentation Clicker/Laser Pointer/Easel</li> <li>• Appropriate cables and video adapters (VGA, HDMI, etc.); and</li> <li>• Professional lighting system (if needed)</li> <li>• Signage/roll-up banner within and around the venue (if needed)</li> <li>• Close circuit camera and dedicated camera/s for documentation purposes</li> <li>• Other requirements/equipment needed for streaming live the pre-recorded/online sessions at the venue</li> </ul> <p>c) Printing and production of the delegate badges in the amount of PhP 500,000.00 to be paid to CVENT, Inc., an existing supplier of TPB.</p> <p>d) Fabrication/Rental of 3D Cut-out letters (#PHITEX2023), measured at (122cm (Height) x 68cm (Width) and 15.5cm (Depth) and installation with lighting system.</p> <p>e) Provide the necessary equipment and technical team needed to undertake a Live Telecast / Broadcast for the coverage of the Opening ceremony and Press Conference (if necessary).</p>	
16.	Prepare the program scenario and script to include the spiel of the emcee/voice over per event component.	

**Commented [MOU2]:** Are we allowed to indicate this?

	17. Coordinate with the TPB officers to secure recordings of the messages of key officials for the PEP talk and Opening Ceremonies or record the speakers' messages should the need arise.	
	18. Document in video all events and show presentation for submission to TPB in Mpeg format saved in an external hard drive.	
	19. Final dry run/technical check of the program scenario to be presented for final approval of TPB at least 1 week before the event.	
	20. Submit end reports, recordings of the activities, videos, and final cut (3–4-minute AVP) with the inclusion of other event components such as the post tours, photos, etc. to TPB after the event.	
	21. The TPB shall have full ownership of all the data gathered and presented (both in hard and softcopy files) from the event.	
	22. All records are regarded as confidential and therefore will not be divulged to any third party, other than the research agency if legally required to do so by the appropriate authorities. The TPB has the right to request sight of, and copies of all records kept, on the provision that the company is given reasonable notice of such a request; and	
	23. Ensure the privacy and security of all confidential, privileged personal information, and/or sensitive personal information that they may have access to, and shall store, use process and dispose of the said privileged personal information and/or sensitive personal information in accordance with Republic Act No. 10173, otherwise known as the Data Privacy Act of 2021 and its Implementing Rules and Regulations.	

***Section VIII. Checklist of Technical and  
Financial Documents***

## Checklist of Technical and Financial Documents

### I. TECHNICAL COMPONENT ENVELOPE

#### *Class "A" Documents*

##### Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

##### Technical Documents

- (b) Statement of the prospective bidder of all its ongoing and completed 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 **or** Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/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.

##### Financial Documents

- (g) Audited Financial Statement per Section 23 of the R-IRR of RA 9184
- (h) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) **or** A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

#### *Class "B" Documents*

- (i) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

### II. FINANCIAL COMPONENT ENVELOPE

- (j) Original of duly signed and accomplished Financial Bid Form; **and**
- (k) Original of duly signed and accomplished Price Schedule(s).

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

- (l) *[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.
- (m) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.



