PHILIPPINE BIDDING DOCUMENTS

TOURISM PROMOTIONS BOARD PHILIPPINES

Procurement of GOODS

Government of the Republic of the Philippines

SERVICES OF A TOUR OPERATOR FOR THE IMPLEMENTATION OF THE CONDUCT OF TOURISM MARKETING EDUCATIONAL SEMINAR PROGRAM (LOTS 1 AND 2)

(TPB ITB: 2024-003)

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.

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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. 2024-003)

SERVICES OF A TOUR OPERATOR FOR THE IMPLEMENTATION OF THE CONDUCT OF TOURISM MARKETING EDUCATIONAL SEMINAR PROGRAM – LOTS 1 AND 2

 The Tourism Promotions Board (TPB) Philippines, through the 2024 Corporate Operating Budget intends to apply the sum of Six Million Three Hundred Forty Thousand Pesos Only (PhP6,340,000.00) being the Approved Budget for the Contract (ABC) inclusive of all applicable taxes and fees to payments under the contract for Services of a Tour Operator for the Implementation of the Conduct of Tourism Marketing Educational Seminar Program -Lots 1 and 2 / TPB ITB: 2024-003 broken down into lots as follows:

LOT NO.	PARTICULARS	APPROVED BUDGET FOR THE CONTRACT (ABC)				
1	General Santos City, South Cotabato	Five Million Three Hundred Ten Thousand Pesos Only (PhP5,310,000.00)				
2	Roxas City, Capiz	One Million Thirty Thousand Pesos Only (PhP1,030,000.00				
т	OTAL AMOUNT	Six Million Three Hundred Forty Thousand Pesos Only (PhP6,340,000.00)				

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**, 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 five (5) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

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

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country

the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

- 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 from **18** January to 07 February 2024 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 website 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
More than 10 Million up to 50 Million	25,000.00

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*.

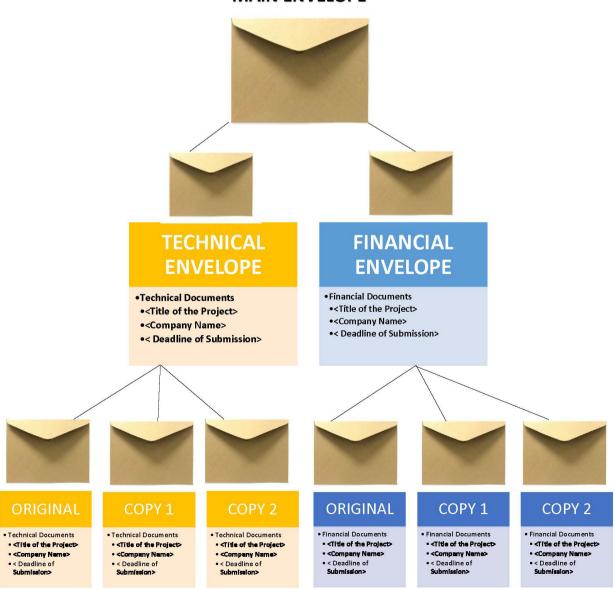
6. The **TPB Philippines**, will hold a Pre-Bid Conference on **26 January 2024 at 02:00 PM** through video conferencing or webcasting *via* **Zoom platform**, which shall be open to prospective bidders.

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

7. Bids must be duly received by the BAC Secretariat through **manual submission** at the office address indicated below on or before **07** *February 2024 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

DIAGRAM OF SEALING AND MARKING OF BID ENVELOPES



MAIN ENVELOPE

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

The Main Envelope shall be labeled, sealed, and signed 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, sealed, and signed 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**, **sealed**, **and signed** 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. General Information Sheet (GIS) (if applicable and/or not applicable)

The Financial Envelope shall contain three (3) Envelopes labeled, sealed, and signed 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 **07 February 2024 at 10:00 AM** in 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 *bac_sec@tpb.gov.ph and/or genesis_lee@tpb.gov.ph, upon request.*
- 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:

Roselle D. 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: <u>bac sec@tpb.gov.ph</u>/<u>genesis lee@tpb.gov.ph</u>

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

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

18 January 2024

ARNOLD F.-GONZALES Chairperson

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 Implementation of the Conduct of Tourism Marketing Educational Seminar Program* identification number *[ITB No.* 2024-003].

The Procurement Project (referred to herein as "Project") is composed of **two (2) 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 **2024** *Corporate Operating Budget* in the total amount of *Six Million Three Hundred Forty Thousand Pesos Only (PhP6,340,000.00).*
- 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:
 - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
 - Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) 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 SectionVII (Technical Specifications).

13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.
- *13.2.* Payment of the contract price shall be made in: **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 **06** June 2024. 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

ITB Clause					
5.3	 For this purpose, contracts similar to the Project shall be: a. Services of a Tour Operator for the Implementation of the Conduct of Tourism Marketing Educational Seminar Program. b. Completed within the last five (5) years prior to the deadline for the submission and receipt of bids. 				
7.1	Subcontra	acting is not allowed.			
12	The price of the Goods shall be quoted DDP <i>within the</i> Philippines or the applicable International Commercial Terms (INCOTERMS) for this Project.				
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 and 2 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 b. The amount of not less than to five percent (5%) of ABC if bid security is in Surety Bond. 				
19.3	LOT NO.	PARTICULARS	APPROVED BUDGET FOR THE CONTRACT (ABC)		
	1	General Santos City, South Cotabato	Five Million Three Hundred Ten Thousand Pesos Only (PhP5,310,000.00)		
	2	Roxas City, Capiz	One Million Thirty Thousand Pesos Only (PhP1,030,000.00		
	Six Million Three Hundred Forty The TOTAL AMOUNT Pesos Only (PhP6,340,000.00)				

Bid Data Sheet

20.2	The certified true copy of the current and updated documents identified below shall be submitted within five (5) Calendar Days from the conduct of the post-qualification:
	1. SEC/DTI Registration Certificate
	2. Articles of Incorporation (if applicable)
	3. Mayor's Permit
	4. Tax Clearance
	5. Audited Financial Statement
	6. Department of Tourism (DOT) Accreditation 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

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 Tourism Promotions Board (TPB) Philippines. 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 Mr. Cesar R. Villanueva as the End-User unit and Ms. 3. Rona Jean N. Olaivar and Ms. Ma. Karizza G. Zapata 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. performance or supervision of on-site assembly and/or start-up of the a. supplied Goods; furnishing of tools required for assembly and/or maintenance of the b. supplied Goods; furnishing of a detailed operations and maintenance manual for each c. appropriate unit of the supplied Goods;

Special Conditions of Contract

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: advance notification to the Procuring Entity of the pending i. 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 consumable spare parts or components for the Goods for a period of Section V (Schedule of Requirements).
Spare parts or components shall be supplied as promptly as possible, but in ar 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 prever their damage or deterioration during transit to their final destination, a indicated in this Contract. The packaging shall be sufficient to withstand, withou limitation, rough handling during transit and exposure to extreme temperature salt and precipitation during transit, and open storage. Packaging case size an weights shall take into consideration, where appropriate, the remoteness of th Goods' final destination and the absence of heavy handling facilities at all point in transit.
The packaging, marking, and documentation within and outside the package shall comply strictly with such special requirements as shall be express provided for in the Contract, including additional requirements, if any, specifie 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 follow
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 practic 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 registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.

The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

Intellectual Property Rights -

The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

2.2 The terms of payment shall be on **per tranche; per lot basis.** Please send the Statement of Account or Billing **to the Tourism Promotions Board (TPB) Philippines** after with the completion of the requirements stipulated in the technical specifications.

Willing to provide services on a "send-bill" arrangement. Processing of payment shall be initiated upon certification by the end-user of satisfactory completion of services and issuance of billing statements accompanied by supporting documents by the supplier. Payment must be made in accordance with prevailing accounting and auditing rules and regulations. Total cost should be based on actual expense.

Note: The bidder is encouraged to have a Landbank account. Payment shall be made through an LBP bank deposit. Otherwise, bank charges shall be shouldered by the tour operator company. Total cost of accommodation will be based on actual room usage.

LOT NO.	DESTINATION	PERCENTAGE OF PAYMENTS
1	General Santos, South Cotabato	
1 st Tranche	Acceptance of final Program and	15% of the total
	bookings of accommodation & venue*	contract price
2 nd Tranche	Acceptance of activation program and lay-out with submission of Expense Report and its supporting documents	40% of the total contract price
3 rd Tranche	Completion of deliverables with the submission of Expense Report and its supporting documents and Certification of Project Completion	45% of the total contract price

LOT NO.	DESTINATION	PERCENTAGE OF PAYMENTS
2	Roxas City, Capiz	
1 st Tranche	Acceptance of accommodation and transportation bookings*	15% of the total contract price
2 nd Tranche	Acceptance of activation program and lay-out with submission of Expense Report and its supporting documents	40% of the total contract price
3 rd Tranche	Completion of deliverables with the submission of Expense Report and its supporting documents and Certification of Project Completion	45% of the total contract price

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.

The contract shall commence from the date of receipt of Notice to Proceed (NTP) until the full implementation of all deliverables.

INDICATIVE PROJECT IMPLEMENTATION SCHEDULE

LOT NO.	ARRIVAL / CHECK-IN	SEMINAR PROPER	B2B	B2C	CHECK-OUT / DEPARTURE
1	June 25	June 26-27	June 28	June 29-30	July 1
2	October 10	-	October 11	October 12-13	October 14

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	GENERAL SANTOS CITY, SOUTH COTABATO			STATEMENT OF COMPLIANCE			
	GENERAL SANTOS CITY, SOUTH COTABATO				COMPLY	NOT COMPLY	
	Number of Perso	ons:					
	Target No. of In	vited Participants	85				
1	(5 participants p BARMM)	per Regional Office including					
	No. of Service P	rovider/Facilitators	10				
	No. of TPB Staff		5				
	Total No. of Per		100				
	Project Implementation Schedule & Activity:						
	Date	Activity					
	June 25 Arrival / Check-in						
	June 26 Seminar Proper						
2	June 27 Seminar Proper						
	June 28	Activation					
	June 29	Activation					
	June 30	Activation					
	July 1	Check-out/Departure					
	VENUE RENTAL	AND CATERING SERVICES					
	Training Venue (June 26-27, 2024)					
3	A. Spacious venue that can accommodate a stage, an LED						
	wall, audio-visual equipment, a classroom set-up for 100			υ			
	persons and	a secretariat area					

	 B. Provision of audio-visual equipment, VGA/HDMI cables & technician/s; minimum 9ft x 14ft LED wall with frame/own stand; black skirting (to cover bottom of frame/stand) C. Printing of one (1) tarpaulin backdrop or photowall (approx. 8ft x 10ft) (if necessary) D. With at least four (4) wired or wireless microphones E. Provision of stable internet connection (at least 100 MBPS) F. Allows ingress one day before the actual event G. Allows temporary installation of extension cords (charging station/area)
	H. DOT accredited venue / establishment
	Catering Services (June 25-30, 2024)
4	 A. Provision of a dining area (preferably separate from the training venue) B. Provision of free-flowing brewed coffee and tea C. Provision of a water station using water goblets (no bottled water) D. Menu to showcase the region's culinary specialties (minimum of 3 main viands; for TPB's approval) E. To accommodate participants with special dietary restrictions F. June 25: (Arrival) Dinner for 100 pax June 26: (Seminar) Lunch, PM snacks & dinner for 100 pax June 27: (Seminar) Lunch, PM snacks & dinner for 100 pax June 28: (Activation) AM snacks, lunch, PM snacks, dinner for 95 pax June 29: (Activation) Lunch & dinner for 95 pax June 30: (Activation) Lunch & dinner for 95 pax June 30: (Activation) Lunch & dinner for 95 pax July 1 : (Departure) None Approximately PhP2,500.00/full meal/participant
5	BOOTH ENHANCEMENTS/ADDITIONS (JUNE 28-30, 2024) AT THE ACTIVATION AREA/CENTER as needed by the participating seventeen (17) regions equivalent to One Million Pesos (PhP1,000,000.00) A. Includes the following but not limited to: production of display materials/props, printing of table top materials, purchase of accessories, rental of audio-visual equipment,

		provision	of marketing colla	aterals for seventeen (1	17)		
		participat	ing regions				
	В.	Booth enh	nancements will be t	heme-based			
	C.	C. Location: to be determined by the TPB					
	AC	COMMOD	ATION				
				sharing respect for 7D/CN			
	А.			sharing rooms for 7D/6N			
				ent (for participants, semin	nar		
			on team and TPB sta				
	В.			g rooms for 4D/3N on delu	ixe		
		• •	or its equivalent (for	•			
	C.	Total cost	of accommodation v	will be based on actual roc	om		
		usage					
c	D.	With com	plimentary daily brea	akfast			
6	Ε.	Preferably	, training venue and	activation area/space with	nin		
		the city					
	F.	Hotel is a	DOT accredited esta	blishment			
	G.	Hotel star	rating must be 3-sta	irs and above			
		H. Available airport shuttle service					
	١.						
	km; distance from Activation Area/Center is approximately						
				d seminar venue in o	•		
		establishn		a seminar venue in o	inc		
		Cottononi					
	LA	ND TRANS	PORTATION				
		Date	Route	Transportation			
		June 25	Office/Residence	One (1) van for TPB			
		(Arrivals)	to Manila Airport	staff	4		
			General Santos	Two (2) vans to transfer			
			City airport to	TPB and facilitators	4		
			hotel	Two (2) vans or coaster			
7		lune 20		to transfer participants	-		
7		June 28	Hotel - Activation	Bus/shuttle/coaster to transfer facilitators and			
		(B2B)	area/center - Hotel	participants (95			
				persons)			
				One (1) van for TPB			
				staff			
			Hotel to General	One (1) van for			
			Hotel to General Santos City	facilitators			
				• •			

		June 29	B2C	Bus/shuttle/coaster to					
		(B2C)	Hotel - Activation	transfer facilitators and					
			area/center -	participants (95					
			Hotel	persons)					
				One (1) van for TPB					
				staff					
		June 30	B2C	Bus/shuttle/coaster to					
		(B2C)	Hotel - Activation	transfer facilitators and					
			area/center -	participants (95					
			Hotel	persons)					
				One (1) van for TPB staff					
		July 1	Hotel to General	Two (2) vans to transfer					
		(Departu	Santos City	TPB and facilitators					
		re)	airport	Two (2) vans or coaster					
				to transfer participants					
			Manila Airport to	One (1) van for TPB					
	_	lucal - 1	Office/Residence	staff					
	a.			, toll, and parking fees					
	<i>р</i> .		ng good for 10 pa	assengers, with storage f	or				
		luggage							
	С.		el: 2019 to latest						
0	d.	d. Air conditioned bus and/or coasters to comfortable sit 95							
8	passengers, with enough bag compartment								
	_	e. Bus or Coaster model: 2018 model to latest							
	f.	f. Maximum of 8-12 hours use per day per vehicle							
	g.								
	h. Drivers are fully vaccinated against COVID-19								
	AI	RFARE							
	А.	Roundtrip	'Y-						
	A. Roundtrip economy class (MANILA-GENERAL SANTOS CITY- MANILA) for fifteen (15) persons								
	B. With baggage allowance of 20kg per pax per way								
9	C.	Preferred	airline: With direct f	lights to General Santos Ci	ity				
			ila and vice versa	0					
	D. To facilitate courier services (airfreight cargo) of								
	promotional materials from Manila to hotel at least a day								
		•	e actual seminar (app		·				
	00	CULAR INSP	ECTION						
	D-	w 1. Arrivo	l / Inspection						
10		iy 1. Arriva iy 2: Inspec	•						
			tion / Departure						
		y J. mspec							

	A Tentativ	ve date: March 2024
	B. Accomr	
	-) rooms for a 2-night stay on twin sharing basis
	_	mentary breakfast included
		Accredited hotel (3-star hotel or mabuhay
	accomn	nodation)
	C. Transpo	ortation
	-Two-da	ay rental: One (1) DOT accredited van or SUV
	-Vehi	cle model not older than 2019
	-To a	ccommodate 5 passengers for SUV/ passengers for
	van	
	-Driver	knowledgeable of Central Mindanao Region
	-Maxim	um of 10-12 hours use per day
	D. Meals	
	-Lunch a	and dinner for 3 days for 4-5 pax
	Approxi	mately PhP500.00/meal/person
	E. Airfare	
	-Round	rip economy class for 3 pax
	(MNL-G	ENERAL SANTOS-MNL)
	-With b	aggage allowance of 20kg per way
	-Preferr	ed airline: With direct flights to General Santos City
	from M	anila and vice versa
	F. Coordin	ation meeting expense
	CUSTOMIZ	ED GIVE-AWAYS / MATERIALS
	Philippine 1	lag collar pin with magnetic lock & plastic case
	Size	Philippine flag: 2.80 cm x 2.00 cm
		Plastic pouch (packaging/casing): 4.60 cm x
		5.00 cm (h) plus overlap cover
11		Board holder : 4.50 cm x 3.50 cm
	Material	Phil. Flag : Lapel metal or bronze pins (see
		TPB existing sample) Pouch : Thick clear
		plastic pouch (see TPB sample) Board holder : Matte 180 with black print of
		company & website
	Others	Layout to be supplied by TPB; Flag curved
		design figure; coated/embossed-effect
	Quantity	150 pcs

	Unit Cost Ph	Unit Cost PhP180.00/pc			
		Example 2			
	Conference Bag				
	Specifications	Description			
	Size	a. Bag size – 14in (I) x 16in (h) x 5in (w) or 35cm x 40cm x 12cm			
		 b. Bag strap length & width – 23in (I) x 2in (w) or 60 cm x 5cm c. Outer zipper pocket (front) – approx. 			
	Material	14in (l) x 7in (h) x 1in (w) or 35cm x17cm x 2cma. Bag – exterior made of polyester			
12	Preference	a. Bag – extend made of polyester material, anti-splash, dustproof; with shock absorbing cotton interlayer, thickened corners and soft plush interiors to protect device from scratches especially laptops			
		 b. Bag strap – cotton twill tape or nylon & polyester grosgrain webbing; with handle and detachable/adjustable shoulder strap (can be used as a handbag or crossbody bag and single- shoulder bag) 			
	Color	Bag – charcoal blue			
	Requirement Printing Process	Strap – black Deboss logo			
	Others	A. With 2 inside side pockets at the main compartment			
		B. Main compartment and outer pocket – with zipper			
		C.Strict sewing line			
		D.With handle on main compartment			
		aside from the strap			
		E.Lightweight and easy to carry			
	Quantity	200 pcs			

	Unit cost	PhP1,200.00/pc				
	Customized not	tebook with pen				
	Size	Standard: A5 or 110mm x 210mm (4.33 in x 8.26in)				
	Material	 a. Kraft notebook b. With horizontal lines inside (not blank) c. Paper: 80 GSM d. Minimum of 40 sheets 				
	Color Requirement					
13	Printing	Deboss "Love the Philippines" text (middle lower center; 1 inch from edge) Text size: approximately 1 inch (height)				
	Others	200 pcs of retractable ballpoint pens (0.88mm – 1.66mm) Black ink				
	Quantity	200 pcs				
	Unit cost	PhP150.00/set				
	Love the Philipp	pine reusable shopping bag				
14	Size	 a. Bag - 45cm (I) x 18 cm (depth) x 45 cm (h) b. Strap Short strap – as hand carry cm) 				

		2) Long strap – as shoulder bag
		(max. length75 cm)
	Style	Ikea carrier bag
		Load: 25kg
	Matarial	Volume: max. 36 liters
	Material	Polyester; sewn in all edges
	Color	Black with text
	Printing	a. Sublimation
		b. Text size: approx. 20 cm x 20 cm
	Quantity	250 pcs
	Unit Cost	PhP160.00/pc
		Sample design only
	Cotton polo s	
	Size	a. Medium - 50 pcs c. XL - 50 pcs
		b. Large - 50 pcs d. 2XL - 50 pcs
	Printing	Embossed (rubber feel/finish)
	Fabric /	a. Cotton b. With side slit
	Style Color	
	COIOI	a. Polo shirt - 1 color (to be advised)b. Design – full color
15	Quantity	200 pcs
	Unit Cost	PhP425.00/pc
		Sample design only
	<u>Dri-fit polo sł</u>	hirt
	Size	a. Medium - 50 pcs c. XL -
	5128	a. Medium - 50 pcs c. XL - b. Large - 50 pcs d. 2XL -
16	Style	a. Chinese collared polo shirt
	JUJIC	b. With side slit
	Printing	Full color sublimation printing
	Fabric	SubliPro/ Polylite
		Subility to yite

	Quantity	200 pcs				
	Unit cost	PhP315.00/pc				
		Sample design only				
	Table cover	vith TPB logo and Love the Philippines logo				
	Size	Rectangular size : 2.5 ft x 5ft				
	Material	Polyester; sewn in all edges				
	Color	a. Cloth – white				
		b. Text – full color (approx. 1.5ft height)				
	Printing	Sublimation				
	Quantity	20 pcs				
17	Unit cost	PhP750.00				
		Sample design only				
	Note:					
	-	r design c/o TPB.				
		may submit actual sample with print for approval nass production.				
18	-	tems are complete, properly packaged and				
_		in good condition at the Tourism Promotions				
	Board Of	ice at least 3 weeks prior to event dates.				
	D. To shoulder delivery of all customized give-					
	aways/m					
10		as Expenses in the amount of One Hundred				
19	Thousand Pe	sos Only (PhP100,000.00)				
		equirements:				
		ssistance in preparing/securing entry documents,				
20	as necess	-				
	_	ss to respond to immediate / unforeseen changes ope of Work / Services. Provide an alternate in				

	case of rain, risk of a typhoon, and other unforeseen or	
	fortuitous events subject to the approval of TPB.	
	C. Program is based on initial draft presented.	
	D. Willing to provide services on "send bill" arrangement	
	E. Bidders should submit a budget bid proposal that reflects	
	the cost of activities, and logistical requirements. The TPB-	
	initiated requested sponsorship (hosted/discounted) will	
	be deducted from the bid amount. Thus, the tour operator	
	will bill TPB based on the actual cost per pax.	
21	Submit valid Department of Tourism (DOT) Certificate of	
21	Accreditation in the Technical Envelope.	

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 of the Authorized Representative

Date

			A D17		MENT OF PLIANCE		
LOT 2		<u>ROXAS CITY, C/</u>	COMPLY	NOT COMPLY			
1	Number of Persons:Target No. of Invited Participants17(1 participant per Regional Office including17BARMM)No. of Service Provider/Facilitators2No. of Service Provider/Facilitators2No. of TPB Staff1Total No. of Persons20Project Implementation Schedule & Activity:DateActivityOctober 10Arrival/Check-inOctober 11Business-to-Business Session / Welcome						
2	October 12 October 13 October 14	Di Business-to-C Business-to-C	inner onsumer Session onsumer Session t / Departure				
3	Logistic Requir Capiz ACCOMMODA A. A total of deluxe catego B. Total cost of usage C. With compl D. Preferably within the city E. Hotel is a Do F. Hotel star ra G. Available ai H. Preferred h and B2C venue	n m :e					
4		· · · ·					
5	PhP400.00/meal x 2 meals a day x 20 persons x 5 days TRANSPORTATION Date Route Transportation Oct 10 Roxas City Airport to 1-2 vans for transfers hotel 0ct 11 Hotel to B2B venue to 3 vans or 1 coaster Welcome Dinner to daily Hotel						

	Oct	Hotel to B2C venue to	3 vans or 1 coaster			
	12-13	Hotel	daily	_		
	Oct 14	Hotel to Roxas City	1-2 vans for transfers			
		Aiport ay rental: DOT accredited	vans or coaster			
		cle model not older than 20				
		omfortable accommodate		an		
	-	r 20 passengers for coaster				
		space for luggage and/or c				
		knowledgeable of Roxas Cit	-			
		um of 10-12 hours use per	day			
	AIRFARE			*		
		trip economy class (MANI	LA-ROXAS CITY-MANILA	\ ^)		
	for 20 per		sint of exists			
		epends on the presenter's p	, ,	1:10		
	-	ost at a maximum of PhP 20				
6		f the ceiling amount wil	i be shouldered by ti	ne		
	presenter)					
	*Convertible to land transportation fare if air travel is not					
	applicable, up to a ceiling amount of PhP 20,0000.00/pax					
	B. With baggage allowance of 20kg per pax per wayC. Preferred airline: With direct flights to Roxas City from					
		id vice versa	ights to Rozas City IIO	,,,,,		
			BUSINESS-TO-CONSUME	FR		
		I (LGU PRESENTERS)				
	Item	Particulars	Quantity	,		
	Hablon	1) White cotton shirt	20 pcs			
	shirt	2) Round neck				
	with	3) Hablon textile on ches	st area			
	chest	(design for approval) a				
	pocket	and on sleeves				
7						
		4	//			

	Hablon kimo	 Full color Kimono sty Freesize (fi 	rle (loose fitting) ts XS-XXL)	20 pcs		
	Canvas s bag	(base) Strap size: 1.5in in (length) 2) Color : off	w) x 16 in (h) x 4 in (wide) x max. 22 BOXTYPE	20 pcs		
		white 3) Printing Sublimation	LOVE THE PHELIPPINES			
			00/set x 20 pax			
		NHANCEMENTS suc				
8	• •	of TPB) equivalent	rals for 17 tourism to Eighty Three Thc	•		
9		NEOUS EXPENSE in / (PhP20,000.00)	the amount of Twer	nty Thousand		
10	 Additional Requirements: A. Provide assistance in preparing/securing entry documents, as necessary. B. Willingness to respond to immediate / unforeseen changes in the Scope of Work / Services. Provide an alternate in case of rain, risk of a typhoon, and other unforeseen or fortuitous events subject to the approval of TPB. C. Program is based on initial draft presented. 					
	E. Bidder the co initiate be dec	g to provide services s should submit a k st of activities, and ed requested spons lucted from the bid I TPB based on the				
11	1		of Tourism (DOT)			
11	Accreditat	ion in the Technical	Envelope.			

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 of the Authorized Representative

Date

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);

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; <u>and</u>
- (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; <u>and</u>
- (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; <u>and</u>
- (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) 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

(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 documentary 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.

II. FINANCIAL COMPONENT ENVELOPE

- (a) Original of duly signed and accomplished Financial Bid Form; and
- (b) Original of duly signed and accomplished Price Schedule(s).

REQUIRED FORMS TO BE SUBMITTED BY BIDDERS

- 1. Bid Securing Declaration Form
- 2. 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)

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;
 - 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

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

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 hand this ____ day of ____, 20___ at _____, Philippines.

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

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

Bid Form for the Procurement of Goods [shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : ______

To: [name and address of Procuring Entity]

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

If our Bid is accepted, we undertake:

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

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

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

Name and address Amount and Purpose of of agentCurrencyCommission or gratuity

(if none, state "None")]

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

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

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

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

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

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

Price Schedule for Goods Offered from Within the Philippines

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

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

For Goods Offered from Within the Philippines

Name: _____

Legal Capacity: _____

Signature: _____

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

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

NAME OF THE PROCURING ENTITY: TOURISM PROMOTIONS BOARD (TPB) PHILIPPINES PROJECT:

LOCATION OF THE PROJECT:

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

Business Name : ______ Business Address :

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								
<u>Private</u>								
						Total Cos	st	

Note: This Statement shall be supported with:

1. Notice of Award, Notice to Proceed, and/or Contract.

Submitted by:

Name of Representative of Bidder :___

(Printed Name and Signature)

:

Designation Date

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

NAME OF THE PROCURING ENTITY: TOURISM PROMOTIONS BOARD (TPB) PHILIPPINES PROJECT:

LOCATION OF THE PROJECT:

Single Largest Completed Contract (SLCC) similar to the Contract to be bid within five (5) years, the contract should be at least fifty percent (50%) of the ABC

Business Name : ______ Business Address : _____

				Bidder's Role		a. Amount of	a. Date
Name of Contract	b. Owr Add	ner's Name ner's Name Iress ephone Nos.	Nature of Work	Description	%	Award b. Amount of Completion c. Duration	Awarded b. Contract Effectivity c. Date Completed
Government							
Private							

Note: This Statement shall be supported with

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

Submitted by:

Name of Representative of Bidder

(Printed Name and Signature)

:_____

Position Date



