



PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

PROVISION OF MASSAGE THERAPISTS/ PRACTITIONERS, LOGISTICAL REQUIREMENTS, AND SUPPLIES FOR THE WELLNESS AREA OPERATIONS OF THE PHILIPPINE PAVILLION AT THE WORLD EXPO OSAKA 2025 (ITB No. 2025-010)

Government of the Republic of the Philippines

**Sixth Edition
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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

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.

INVITATION TO BID (ITB) NO. 2025-010

PROVISION OF MASSAGE THERAPISTS/ PRACTITIONERS, LOGISTICAL REQUIREMENTS, AND SUPPLIES FOR THE WELLNESS AREA OPERATIONS OF THE PHILIPPINE PAVILLION AT THE WORLD EXPO OSAKA 2025

1. The **Tourism Promotions Board Philippines (TPBPHL)**, through the **2025 Approved Corporate Operating Budget**, intends to apply the sum of **Four Million Eight Hundred Sixty-Four Thousand Five Hundred Sixty Pesos Only (PHP4,864,560.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the **Provision of Massage Therapists/ Practitioners, Logistical Requirements, and Supplies for the Wellness Area Operations of the Philippine Pavillion at the World Expo Osaka 2025/ITB No. 2025-010**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The **TPBPHL** now invites bids for the above Procurement Project. The schedule of delivery of the Goods is provided in **Section VI (Schedule of Requirements)**. Bidders should have completed, within the last **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 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 **TPBPHL** through its Bids and Award Committee Secretariat via email: bac_sec@tpb.gov.ph and/or soc_torres@tpb.gov.ph and inspect the Bidding Documents at the address given below from 8:00 a.m. to 5:00 p.m. Monday to Friday excluding holidays.

BAC Secretariat
Procurement Management Division
6F Five Ecom Center, Harbor Drive, Mall of Asia Complex, Pasay City

5. A complete set of Bidding Documents may be acquired by interested Bidders on **February 13 to March 12, 2025 (10:00 A.M.)** by sending your request to bac_sec@tpb.gov.ph and/or soc_torres@tpb.gov.ph or by downloading through PhilGEPS or TPBPHL website and *upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB*.

The cost of 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) |
|-------------------------------------|---|
| More than 1 Million up to 5 Million | 5,000.00 |

The payment can be made through the TPBPHL Landbank Account or the TPBPHL 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
Harrison Plaza, Adriatico St., Malate Manila
Tourism Promotions Board
Account Number: 1772-1034-13

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

6. The TPBPHL will hold a Pre-Bid Conference on **February 26, 2025 3:00 P.M.** 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 soc_torres@tpb.gov.ph.

7. Bids must be in a **sealed envelope** and shall be duly received by the BAC Secretariat at the office address indicated below, on or before **March 12, 2025 at 10:00 A.M.** Late bids shall not be accepted.

Procurement Management Division
Tourism Promotions Board Philippines
6F Five Ecom Center, Harbor Drive, Mall of Asia Complex, Pasay City

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

The Bids **Main Envelope** shall be labelled as follows:
(The Project Identification No. is **ITB No. 2025-010**)

TECHNICAL AND FINANCIAL BID

<BAC Chairperson>

<Title of the Project/Project Identification No.>

<Company Name and Address of the Bidder>

DO NOT OPEN: <Date and Time for the Opening of Technical Bid>

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

(1) TECHNICAL ENVELOPE

<BAC Chairperson>

<Title of the Project/Project Identification No.>

<Company Name and Address of the Bidder>

DO NOT OPEN: <Date and Time for the Opening of Technical Bid>

(2) FINANCIAL ENVELOPE

<BAC Chairperson>

<Title of the Project/Project Identification No.>

<Company Name and Address of the Bidder>

DO NOT OPEN: <Date and Time for the Opening of Technical Bid>

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

(i) ORIGINAL Technical Envelope

<BAC Chairperson>

<Title of the Project/Project Identification No.>

<Company Name and Address of the Bidder>

DO NOT OPEN: <Date and Time for the Opening of Technical Bid>

(ii) COPY 1 Technical Envelope

<BAC Chairperson>

<Title of the Project/Project Identification No.>

<Company Name and Address of the Bidder>

DO NOT OPEN: <Date and Time for the Opening of Technical Bid>

(iii) COPY 2 Technical Envelope

<BAC Chairperson>

<Title of the Project/Project Identification No.>

<Company Name and Address of the Bidder>

DO NOT OPEN: <Date and Time for the Opening of Technical Bid>

The **Technical Envelope** shall contain the following Legal, Technical, and Financial documents, Bidders are encouraged to properly label each section of the Bids using tabs for the following:

1. PhilGEPS Platinum Certificate (All pages)
2. Statement of Ongoing Gov't and Private Contracts
3. Statement of Bidder's Single Largest Completed Contract (SLCC)
4. Computation of Net Financial Contracting Capacity (NFCC) or Line of Credit
5. Audited Financial Statement (AFS)
6. Joint Venture Agreement (JVA)
7. Bid Security
8. Conformity with Technical Specifications
9. Notarized Omnibus Sworn Statement
10. Other Documentary Requirements as specified in the Technical Specifications

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

(i) ORIGINAL Financial Envelope

<BAC Chairperson>

<Title of the Project/Project Identification No.>

<Company Name and Address of the Bidder>

DO NOT OPEN: <Date and Time for the Opening of Technical Bid>

(ii) COPY 1 Financial Envelope

<BAC Chairperson>

<Title of the Project/Project Identification No.>

<Company Name and Address of the Bidder>

DO NOT OPEN: <Date and Time for the Opening of Technical Bid>

(iii) COPY 2 Financial Envelope

<BAC Chairperson>

<Title of the Project/Project Identification No.>

<Company Name and Address of the Bidder>

DO NOT OPEN: <Date and Time for the Opening of Technical Bid>

The **Financial Envelope** shall contain the following financial documents, Bidders are encouraged to **properly label each section of the Bids using tabs for the following:**

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

The Financial Bid shall be considered incomplete, non-responsive, and automatically disqualified if it does not indicate the bid price in all of the required items in the Bidding Documents, in accordance with Section 32.2.1 (a) of the 2016 revised IRR of RA No. 9184

Please see Diagram/Illustration in the Bidding Document Section III (Bid Data Sheet)

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 **March 12, 2025 3:00 P.M.** 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 Philippines
6F Five Ecom Center, Harbor Drive, Mall of Asia Complex, Pasay City

10. 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 **TPBPHL** 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:
Ms. Janet G. Villafranca / Mr. Socrates G. Torres
BAC Secretariat, Tourism Promotions Board Philippines
6th Floor Five E com Center Harbor Drive,
MOA Complex Pasay City
Email at bac_sec@tpb.gov.ph, soc_torres@tpb.gov.ph
13. You may visit the following website:
For downloading of Bidding Documents: www.philgeps.gov.ph or www.tpb.gov.ph

February 13, 2025



MR. ARNOLD T. GONZALES Jr
Chairperson
Bids and Award 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 Philippines (TPBPHL), wishes to receive Bids for the **Provision of Massage Therapists/ Practitioners, Logistical Requirements, and Supplies for the Wellness Area Operations of the Philippine Pavillion at the World Expo Osaka 2025**, with identification number **ITB No. 2025-010**.

The Procurement Project (referred to herein as “Project”) is composed of **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 **2025 Approved Corporate Operating Budget** in the amount of **Four Million Eight Hundred Sixty-Four Thousand Five Hundred Sixty Pesos (PHP4,864,560.00)**.

2.2. The source of funding is:

Corporate Operating Budget CY 2025.

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;
 - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
 - iii. When the Goods sought to be procured are not available from local suppliers; or
 - iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
 - 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

- 7.1. 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:

- a. **Subcontracting is not allowed.**
- 7.2. *[If Procuring Entity has determined that subcontracting is allowed during the bidding, state:]* The Bidder must submit together with its Bid the documentary

requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.

- 7.3. *[If subcontracting is allowed during the contract implementation stage, state:]* The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **February 26, 2025 3:00 P.M.** through video conferencing or webcasting via Zoom Link which shall be open to prospective bidders.

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 **five (5) 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.
- 11.5. *[Include if Framework Agreement will be used:].*

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 e.
 - b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

- ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in: **Philippine Peso**.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration¹ 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, **120 days from the date of the opening of bids**. 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

16.1. 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

¹ In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

- 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

- 18.1. 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 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 15 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: **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

- 20.1. *[Include if Framework Agreement will be used:]*
- 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

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:

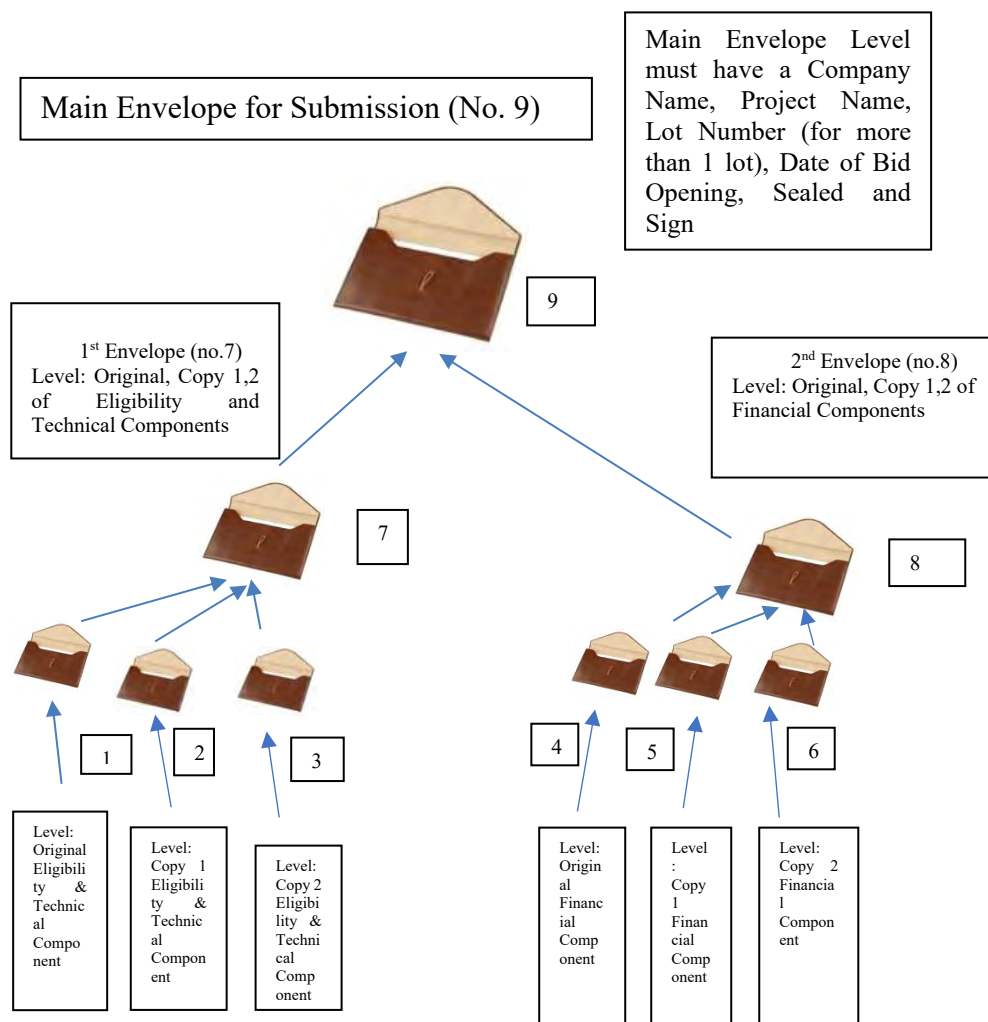
- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

| ITB Clause | |
|------------|--|
| 5.3 | <p>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, shall be:</p> <p>Provision of Massage Therapists/ Practitioners, Logistical Requirements, and Supplies for the Wellness Area Operations</p> <p>Include the following services but not limited to: Provisions of talents, speakers, performers, and the likes intended for international events including logistical requirements. Provision of Therapists/ Practitioners, Supply and delivery of Uniform for Therapists/ Practitioners, Supply of Massage essential Oils, Linens, and other massage products for six (6) months, supply and delivery of Giveaways, Other supplies needed for Health and Wellness Area, and Logistical Requirements for 4 pax.</p> |
| 7.1 | <i>Subcontracting is not allowed.</i> |
| 12 | <i>The price of the Items/Goods shall be quoted DDP,TPB Office, 6th Floor 5-ECOM Center Harbor Drive,MOA Complex Pasay City or the applicable International Commercial Terms (INCOTERMS) for this project.</i> |
| 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> <p>Provision of Massage Therapists/Practitioners, Logistical Requirements, and Supplies for the Wellness Area Operations of the Philippine Pavillion at the World Expo Osaka 2025/ITB No. 2025-010.</p> <p>ABC: Php4,864,560.00</p> <p>a. The amount of not less than Php97,291.20 [amount equivalent 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</p> <p>b. The amount of not less than Php243,228.00 [amount equivalent to five percent (5%) of ABC] if bid security is in Surety Bond</p> |
| 15 | <p>Documents comprising the Bid: Eligibility and Technical Components</p> <p>The first envelope shall contain the eligibility and technical documents of the Bid as specified in Bidding Document Section VIII (Checklist of Technical and Financial Documents).</p> <p>Include/Attached also the following:</p> |

| | |
|------|---|
| | <ol style="list-style-type: none"> 1) Attach the Certificate of Satisfactory Completion for Single Largest Completed Contract (SLCC) within the five (5) years from the date of submission and receipt of bids. 2) For the statement of all ongoing government and private contract attached any of the following: signed Notice of Award, Notice to Proceed, Contract / Purchase Order or each equivalent. 3) Failure to submit the certificate of completion of the project or any proof thereof, including the supporting documents shall be a ground for disqualification of eligibility <p>Documents comprising the Bid: Financial Component</p> <p>The second bid envelope shall contain the financial documents for the Bid as specified in Bidding Document Section VIII (Checklist of Technical and Financial Documents).</p> <p>Bidders shall submit their bids through their duly authorized representative using the appropriate forms before the deadline specified in the ITB No. 2025-010 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the eligibility and technical component of the bid, including the eligibility requirements and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lots (more than one 1 lot) procurement.</p> <p>The Bidder shall prepare and submit an original of the first and second envelopes. In addition, the Bidder shall submit 2 copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.</p> |
| 15.1 | <p>A complete set of Bid Proposal must/shall be submitted separately per Lot for more than one (1) Lot Bid Proposal</p> |

Envelope Illustration on the manners of submission.



Legal and Technical Component

- 1) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages)
- 2) Statement of all its ongoing government and private contract within the last **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.
- 3) Statement of Single Largest Completed Contract (SLCC) similar to the contract to be bid within **five (5) years**, contract should be at least fifty percent (50%) of the ABC
- 4) Net Financial Contracting Capacity (NFCC), computation must be at least equal to ABC or a committed Line of Credit from a Universal or Commercial Bank
- 5) Audited Financial Statements, showing, among others, the supplier' 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
- 6) Valid joint Venture Agreement, if applicable
- 7) Bid Security: Notarized Bid Securing Declaration or Cash or Cashier's/ Manager's check, 2% of the ABC or Surety Bond - 5% of the ABC
- 8) Conformity with Technical Specifications as enumerated and specified in Section VII of the Bidding Documents (Technical Specifications) duly signed by company representative.
- 9) Notarized Revised Omnibus Sworn Statement

and

| | |
|------|--|
| | <p>10) Additional Technical Components: Technical Documents as specified in the Technical Specifications</p> <p>Financial Component:</p> <ol style="list-style-type: none"> 1) Accomplished Bid Form 2) Accomplished Price Schedule <p>A complete set of Bid must/shall be submitted separately per Lot for more than one (1) Lot Bid.</p> |
| 19.3 | <p>The Project shall be awarded as one (1) contract.</p> <p>Contract title:</p> <p>Provision of Massage Therapists/ Practitioners, Logistical Requirements, and Supplies for the Wellness Area Operations of the Philippine Pavillion at the World Expo Osaka 2025/ITB No. 2025-010.</p> |
| 20 | <p>The original copy of the following documents shall be presented during the Post-Qualification:</p> <ol style="list-style-type: none"> 1. PHILGEPS Platinum Certificate (all pages) 2. Business/Mayor's Permit 3. SEC Registration and the Articles of Incorporation 4. Tax Clearance Certificate 5. Latest Audited Financial Statement 6. General Information Sheet 7. Board Resolution (reference to the Omnibus Sworn Statement and Secretary's Certificate) 8. Notice of Award or Contract or Notice to Proceed for ongoing projects (Reference to the List of Ongoing Projects submitted) |
| 20.2 | <i>Not Applicable</i> |
| 21.2 | <i>Not Applicable</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**.

[Include the following clauses if Framework Agreement will be used:]

- 2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.
- 2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

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.*{[Include if Framework Agreement will be used:] In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.}*

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 *{[Include if Framework Agreement will be used:] or Framework Agreement}* 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

- 6.1. 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.
- 6.2. 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>Delivery and Documents –</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>For Goods supplied from within the Philippines: the delivery terms applicable to this Contract are delivered in World Expo Osaka, Japan. 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 are Janet Villafranca / Jane Marielle Francisco / Carmela Joy Febrio / Faye Agatha Mendoza-How / Genesis Lee / Karen Padolina</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirement.</p> <p>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.</p> |
| | <p>Packaging –</p> <p>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.</p> <p>28</p> <p>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> |

| | <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>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> | | | | | | |
|-----------------|--|-----------------------|-------------------------|-----------------------|-----------------|--|-----|
| 2.2 | <p>TERMS OF PAYMENT</p> <p>The terms of payment shall be on send-bill arrangement to the Tourism Promotions Board (TPB). The bidders are encouraged to have a Landbank account. Payment will be made through LBP bank deposit. Otherwise, bank charges will be shouldered by the service provider.</p> <table><tr><th>Payment Terms</th><th>Deliverables/Milestones</th><th>Percentage of Payment</th></tr><tr><td>1st</td><td>Upon submission and approval of the proposed therapists and securing of visa</td><td>15%</td></tr></table> | Payment Terms | Deliverables/Milestones | Percentage of Payment | 1 st | Upon submission and approval of the proposed therapists and securing of visa | 15% |
| Payment Terms | Deliverables/Milestones | Percentage of Payment | | | | | |
| 1 st | Upon submission and approval of the proposed therapists and securing of visa | 15% | | | | | |

| | | | |
|---|---|---|-------------|
| | 2 nd | Upon confirmation and the issuance of the air tickets. | 30% |
| | 3 rd | Upon completion of five (5) months of service rendered by the therapists with necessary supporting documents | 45% |
| | 4 th | Upon completion of the six (6) months duty of the therapists and their return to the Philippines including the proper turnover of the supplies and equipment with complete supporting documents | 10% |
| | Total | | 100% |
| 4 | The inspections and tests that will be conducted shall be in accordance with Section VII. Technical Specifications. | | |

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.

| Item Number | Description | Quantity | Total | Delivered, Weeks/Months |
|---|--------------------|-----------------|--------------|------------------------------------|
| Schedule of requirement for all items are indicated in the Technical Specifications | | | | |

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words “*or at least equivalent.*” References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

Technical Specifications

INVITATION TO BID (ITB) NO. 2025-010

PROVISION OF MASSAGE THERAPISTS/ PRACTITIONERS, LOGISTICAL REQUIREMENTS, AND SUPPLIES FOR THE WELLNESS AREA OPERATIONS OF THE PHILIPPINE PAVILLION AT THE WORLD EXPO OSAKA 2025

[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 |
|------|---|---------------------------------------|----------------|----------------|----------------------------|-------------------------|
| 1 | SCOPE OF DELIVERABLES (REPORTS, SERVICES, GOODS, AND TIME SCHEDULE) | | | | | |
| | Item Number | Description | Quantity | Total | Delivered, Weeks/Months | |
| | 1 | Therapists/ Practitioners | 4 pax | 4 pax | 13 April - 13 October 2025 | |
| | 2 | Uniform for Therapists/ Practitioners | 6 sets per pax | 6 sets per pax | 13 April - 13 October 2025 | |

| | | | | | | | | |
|---|--|---|---|-------|-------|----------------------------|--|--|
| | | 3 | Supply of Massage essential Oils, Linens, and other massage products for six (6) months | 1 lot | 1 lot | 13 April - 13 October 2025 | | |
| | | 4 | Giveaways | 1 lot | 1 lot | 13 April - 13 October 2025 | | |
| | | 5 | Other supplies needed for Health and Wellness Area | 1 lot | 1 lot | 13 April - 13 October 2025 | | |
| | | 6 | Logistical Requirements for Therapists/ Practitioners (4 pax) | 1 lot | 1 lot | 13 April - 13 October 2025 | | |
| 2 | <p>DATA, LOCAL SERVICES, PERSONNEL, AND FACILITIES TO BE PROVIDED BY THE PROCURING ENTITY</p> <p>The TPBPHL shall provide the following:</p> <p>A. Daily Subsistence Allowance for four (4) therapists/practitioners for 6 months at the rate of USD75.00 per day to be given onsite on a monthly basis</p> <p>B. Shuttle service from airport arrival going to and/or from the airport and accommodation (arrival and departure).</p> <p>C. Shared accommodation for four (4) therapists/ practitioners for 6 months</p> <p>D. Assistance in the shipment of supplies</p> <p>E. Visa Assistance for four (4) therapists/ practitioners</p> <p>F. Assistance in securing customs clearance for the products/samplers, if necessary</p> | | | | | | | |
| 3 | <p>TECHNICAL SPECIFICATIONS</p> <p>Therapists/ Practitioners</p> <ul style="list-style-type: none">● Four (4) therapists/practitioners to provide Filipino Hilot massage experience to the visitors at the Wellness area of the Philippine Pavilion<ul style="list-style-type: none">– Salary for the therapists/ practitioners will be PhP 1,000.00/day inclusive of premiums mandated by law– 2 therapists/practitioners per shift for six (6) days per week– Two (2) shifts per day at six (6) hours duty per shift with one (1) hour break (lunch/ dinner) based on 10-hours operating schedule of the Philippine Pavilion– At least 15 -minutes of Hilot massage (scalp, shoulder, neck, and back) and 15-minute break after each session | | | | | | | |

| | | | | | | | | | | |
|--|--|--|-----------------------------|-------------------------------------|--|--|---|------------------------------|----------------------------|--|
| | <ul style="list-style-type: none">- Therapists/Practitioners must be knowledgeable about what is Filipino Brand of Wellness and should be able to narrate the hilot process, identifying the Filipino Brand of Wellness elements (sight, smell, sound, taste, and touch).- Entitled to one (1) day-off per week- Designate one (1) head therapists for the whole duration of the event to handle the on-site requirements, arrangements, and to coordinate with TPB representatives for the operation of the health and wellness area.<ul style="list-style-type: none">▪ Shall work closely with TPB Representatives on all matters required for smooth operations of the Health and Wellness Area. <p>Note: The therapists/ practitioners shall observe work time schedule between 9:00am to 3:00pm and/or 3:00pm to 9:00pm subject to adjustments and other arrangements to be agreed upon by both parties (TPB and therapists/ practitioners). Provided, the therapists/ practitioners shall render six working hours inclusive of one-hour break in between per working day to claim the full daily rate.</p> <p><u>Qualifications</u></p> <ul style="list-style-type: none">▪ Must have at least three (3) years of experience providing Filipino Hilot massage▪ Must have a valid license in Massage Therapy issued by Department of Health (DOH)▪ Must have a training and/or certificate in Filipino Hilot Massage (NC II) issued by Technical Education and Skills Development Authority (TESDA)▪ Must have at least three (3) years of experience in massage setting catering to foreign clients | | | | | | | | | |
| 4 | <p>Proposed Schedule:</p> <table><tr><td>Pavilion Expo Operating Hours</td><td>09:00 AM to 10:00 PM</td></tr><tr><td>Wellness Operating Hours</td><td>09:00 AM to 09:00 PM <i>(10 hours; excluding lunch and dinner)</i></td></tr><tr><td>Massage therapists/ practitioners per</td><td>2 sessions per hour <i>(15 mins massage; 15 mins break)</i></td></tr><tr><td>Total massage per day</td><td>40 sessions per day</td></tr></table> | Pavilion Expo Operating Hours | 09:00 AM to 10:00 PM | Wellness Operating Hours | 09:00 AM to 09:00 PM <i>(10 hours; excluding lunch and dinner)</i> | Massage therapists/ practitioners per | 2 sessions per hour <i>(15 mins massage; 15 mins break)</i> | Total massage per day | 40 sessions per day | |
| Pavilion Expo Operating Hours | 09:00 AM to 10:00 PM | | | | | | | | | |
| Wellness Operating Hours | 09:00 AM to 09:00 PM <i>(10 hours; excluding lunch and dinner)</i> | | | | | | | | | |
| Massage therapists/ practitioners per | 2 sessions per hour <i>(15 mins massage; 15 mins break)</i> | | | | | | | | | |
| Total massage per day | 40 sessions per day | | | | | | | | | |

| | | <i>(2 therapists/practitioners X 2 sessions/hr X 10 hrs)</i> | | | | | | | | | | | | | | | | | | | | | |
|---|--|--|--|------|----------|---|--|---------------------|------|--------------------|-------|---------------------|------|---|--|---------------------|------|---------------------|--------|---------------------|------|--|--|
| | Therapists/ Practitioners’ Day off | Indicative: Monday <i>(usually the day with lowest volume of visitors)</i> <i>Subject to rotation, if the need arises</i> | | | | | | | | | | | | | | | | | | | | | |
| 5 | Proposed shifting schedule: <table><tr><th>Time</th><th>Activity</th></tr><tr><td colspan="2">1st Shift (2 therapists/ practitioners)</td></tr><tr><td>09:00 AM – 12:00 PM</td><td>Duty</td></tr><tr><td>12:00 PM – 1:00 PM</td><td>Lunch</td></tr><tr><td>01:00 PM – 03:00 PM</td><td>Duty</td></tr><tr><td colspan="2">2nd Shift (2 therapists/ practitioners)</td></tr><tr><td>03:00 PM – 06:00 PM</td><td>Duty</td></tr><tr><td>06:00 PM – 07:00 PM</td><td>Dinner</td></tr><tr><td>07:00 PM – 09:00 PM</td><td>Duty</td></tr></table> Note: Submit portfolio and copy of the certificate/s and license together with the technical bid | | | Time | Activity | 1 st Shift (2 therapists/ practitioners) | | 09:00 AM – 12:00 PM | Duty | 12:00 PM – 1:00 PM | Lunch | 01:00 PM – 03:00 PM | Duty | 2 nd Shift (2 therapists/ practitioners) | | 03:00 PM – 06:00 PM | Duty | 06:00 PM – 07:00 PM | Dinner | 07:00 PM – 09:00 PM | Duty | | |
| Time | Activity | | | | | | | | | | | | | | | | | | | | | | |
| 1 st Shift (2 therapists/ practitioners) | | | | | | | | | | | | | | | | | | | | | | | |
| 09:00 AM – 12:00 PM | Duty | | | | | | | | | | | | | | | | | | | | | | |
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| 2 nd Shift (2 therapists/ practitioners) | | | | | | | | | | | | | | | | | | | | | | | |
| 03:00 PM – 06:00 PM | Duty | | | | | | | | | | | | | | | | | | | | | | |
| 06:00 PM – 07:00 PM | Dinner | | | | | | | | | | | | | | | | | | | | | | |
| 07:00 PM – 09:00 PM | Duty | | | | | | | | | | | | | | | | | | | | | | |
| 6 | Provision of Uniforms Six (6) sets of uniforms for four (4) therapists/ practitioners <ul style="list-style-type: none">● Uniform must be a Filipino-inspired designs (kindly differ using mandarin collar) Note: Submit at least three (3) designs for the proposed uniforms. | | | | | | | | | | | | | | | | | | | | | | |
| 7 | Supply of massage oils, linens and other massage products for six (6) months <i>(to be shipped in Osaka, Japan)</i> A. Massage Essential oils derived from native Filipino plants and flowers (preferably locally produced products with label list of ingredients) B. Diffusers’ Essential oils derived from Filipino-inspired scent (preferably lemongrass, sampaguita, ylang-ylang, and bamboo) | | | | | | | | | | | | | | | | | | | | | | |

C. Facial Towels

- No. of pcs: minimum 5,000 pcs
- Dimension: at least 8" x 12"
- Fabric Type: Cotton
- Color: White
- To be replaced as necessary

D. Laundry Detergent for the Towels/Linens

E. Two (2) units of Hot Towel Warmer

- Dimension: 11.8 x 11.8 x 10.3 in.
- Capacity: 8 Liters (*can hold up to 8 regular size towels and/or 18 – 24 facial towels*)
- High Temperature: Keeps a constant temperature to 176°F.
- Aluminum Inner Chamber for Better Heat Conduction
- Removable Tray Underneath to Avoid Dripping
- Conformité Européenne (CE) approved to ensure specific safety, health, and environmental protection standards.

Sample Photo:



F. Two (2) units of cold air diffuser

- Capacity: 120 Milliliters
- Dimension: 2"L x 1"W x 12"H
- Waterless/heatless
- Coverage: at least 1,000 sq.ft.

Sample Photo:





G. Disposable face cradle covers

Sample photo:



H. Other materials/products needed for massage for 6 months such as:

- Two (2) units of Automatic Alcohol Dispenser
 - Capacity: 1000ml
 - Material: White
 - Can be battery operated (to be provided by the supplier)

| | | |
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| | <p>Sample Photo:</p>  <ul style="list-style-type: none"> – Four (4) pcs Polyethylene Terephthalate (PET) PET spray bottles (500ml) for cleaning and disinfecting – Ethyl Alcohol <p>Note:</p> <ul style="list-style-type: none"> ● In case the hot towel warmer and diffuser gets damaged or not working properly, the supplier will need to replace the items. ● Submit brochures for the essential oils (at least 3 sample scents) and equipment together with the technical bid. | |
| 8 | <p>Giveaways for the guests and VIPs</p> <p>For guests:</p> <ul style="list-style-type: none"> – Locally made Tea (Individually pack) with instructions on how to brew and benefits of the tea <ul style="list-style-type: none"> ● 8,000 packs for 6 months ● <i>Tea Leaves (Pandan tea (good for digestion and blood sugar), ginger/salabat (muscle pain, cardiovascular), and malunggay (diabetes))</i> <p>Sample package:</p>  <p>For VIPs:</p> <ul style="list-style-type: none"> – Locally made curated giveaways for the VIPs (3 kinds of teas, teacup, teaspoon, and saucer) | |

| | | |
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| | <p>Indicative no. of curated giveaways: 100 pcs</p> <p>Note: Submit photos of at least three (3) sample proposed giveaways.</p> | |
| 9 | <p>Other Supplies needed for Health and Wellness Area</p> <p>A. Printing of Coupons with Control Number</p> <ul style="list-style-type: none"> - No. of pcs: 7,500 pieces - Binded or padded for 50pcs - Size of coupon: 2.8" x 6" with perforation/ cutting guide - Full Color Printing (two-sided printing) - Offset printing - Type of Paper: Insper Eco; Hansol <ul style="list-style-type: none"> ▪ Color: White ▪ Weight: 174gsm <p>Note:</p> <ul style="list-style-type: none"> ● Designs will be provided by the TPB <p>B. One (1) unit of smart tablet with stand for the registration in Wellness Area</p> <ul style="list-style-type: none"> - Release date: 2022 or newer - Storage Capacity: at least 256GB - Display: Between 10.9 and 11 screen diagonal, not lower than 260 PPI, can reach 500 nits' brightness - Chip: 6 core CPU, 4-core GPU, 16-core Neural Engine - Connectivity: 802.11ax Wi-Fi 6 with 2x2 MIMO, simultaneous dual band, Bluetooth 5.2 - Port: Type C USB for charging and data transfer - Warranty: at least one (1) year <p>Notes:</p> <ol style="list-style-type: none"> 1. Submit a brochure of the product together with the technical bid 2. In case the unit gets damaged or not working properly, the supplier will need to replace the item. | |
| 10 | <p>Logistical Requirements for four (4) therapists/practitioners</p> <p>A. Roundtrip Airfare (Manila-Osaka-Manila)</p> <p>B. Excess baggage allowance</p> <p>C. Visa Fees</p> <p>D. Daily transfers (accommodation - Expo Site - accommodation)</p> <p>E. Comprehensive Travel insurance for six (6) months</p> <p>Note: In case the TPB secures sponsorship for additional therapists, the supplier will assist the additional therapists with their logistical requirements.</p> | |
| 14 | <p>Other Technical and Legal Requirements</p> <p>DOT accreditation Certificate, to be submitted together with the technical bid (if applicable)</p> | |

| | | |
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| 15 | <p>PLACE OF DELIVERY AND THE REPRESENTATIVE AT THE PROJECT SITE</p> <p>A. Philippine Pavilion at the World Expo Osaka 2025, Kansai, Japan</p> <p>B. Janet Villafranca / Jane Marielle Francisco / Carmela Joy Febrio / Faye Agatha Mendoza-How / Genesis Lee / Karen Padolina</p> | |
| 16 | <p>TERMS AND CONDITIONS</p> <ol style="list-style-type: none"> 1. The bidder shall fully comply with all intellectual property laws, rules, and regulations. 2. The bidder shall not infringe on any existing patents, copyrights, trademarks, or any intellectual property right of any third party, nor sell any product and/or use trademarks or copyrights that shall infringe on said third party rights. 3. Failure to do so constitutes a material breach of the contract and shall entitle TPB to damages and other legal fees. 4. Without prejudice to other available remedies, this provision shall survive even after the implementation, execution, and completion of the contract arising from any unfair competition, infringement, or violation of intellectual property rights without permission from TPB in writing. 5. State other scope and limitations, as applicable. 6. The TPB shall not be held liable for any loss or damage to the person or property of the therapists/practitioners that may occur on the premises for any reason. 7. In case the therapists/practitioners engage in any illegal activities (such as being ill-whistlers/ undocumented/ TNT immigrants), the TPB will not be held liable. Instead, the supplier will be held accountable and will be responsible for compensating the TPB for any resulting damages. 8. TPB shall not be held liable for any untoward incident resulting from the execution of the massage services. A waiver shall be executed between the TPB and the supplier. 9. In the event that the therapists' services are deemed unsatisfactory and unprofessional, TPB reserves the right to request a replacement, with all related expenses to be covered by the supplier. 10. The TPB-initiated requested sponsorship (hosted/discount) will be deducted from the billing. 11. No employee-employer relationship shall be established between TPB and the therapists/ practitioners. | |

| | <p>12. All supplies and equipment shall be turned over to the TPB after the completion of services.</p> <p>13. Willing to provide services based on the actual cost incurred.</p> | | | | | | | | | | |
|-----------------|--|-----------------------|-------------------------|-----------------------|-----------------|--|-----|-----------------|--|-----|--|
| 17 | <p>BIDDER'S ELIGIBILITY REQUIREMENTS</p> <ol style="list-style-type: none"> 1. Must be Filipino owned, operated, and legally registered Company under Philippine laws and must be in operation for the last five (5) years. 2. Bidders must have handled at least three (3) similar projects for the last five (5) years. Similar projects refer to provisions of talents, speakers, performers, and the likes intended for international events including logistical requirements. | | | | | | | | | | |
| 18 | <p>PROJECT IMPLEMENTATION SCHEDULE AND DURATION OF THE PROJECT</p> <p>The project shall commence from the date of receipt of the Notice to Proceed until 30 October 2025.</p> | | | | | | | | | | |
| 19 | <p>APPROVED BUDGET FOR THE CONTRACT (ABC)</p> <p>The Approved Budget for the Contract is in the amount of Four Million Eight Hundred Sixty-Four Thousand Five Hundred Sixty Pesos Only (PhP4,864,560.00) charged to 2025 Approved Corporate Operating Budget.</p> | | | | | | | | | | |
| 20 | <p>TERMS OF PAYMENT</p> <p>The terms of payment shall be on send-bill arrangement to the Tourism Promotions Board (TPB). The bidders are encouraged to have a Landbank account. Payment will be made through LBP bank deposit. Otherwise, bank charges will be shouldered by the service provider.</p> <table border="1"> <thead> <tr> <th>Payment Terms</th><th>Deliverables/Milestones</th><th>Percentage of Payment</th></tr> </thead> <tbody> <tr> <td>1st</td><td>Upon submission and approval of the proposed therapists and securing of visa</td><td>15%</td></tr> <tr> <td>2nd</td><td>Upon confirmation and the issuance of the air tickets.</td><td>30%</td></tr> </tbody> </table> | Payment Terms | Deliverables/Milestones | Percentage of Payment | 1 st | Upon submission and approval of the proposed therapists and securing of visa | 15% | 2 nd | Upon confirmation and the issuance of the air tickets. | 30% | |
| Payment Terms | Deliverables/Milestones | Percentage of Payment | | | | | | | | | |
| 1 st | Upon submission and approval of the proposed therapists and securing of visa | 15% | | | | | | | | | |
| 2 nd | Upon confirmation and the issuance of the air tickets. | 30% | | | | | | | | | |

| | | | | |
|--|-----------------|---|-------------|--|
| | 3 rd | Upon completion of five (5) months of service rendered by the therapists with necessary supporting documents | 45% | |
| | 4 th | Upon completion of the six (6) months duty of the therapists and their return to the Philippines including the proper turnover of the supplies and equipment with complete supporting documents | 10% | |
| | Total | | 100% | |
| | | | | |

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

Name of Company

Signature over Printed Name
of the authorized representative

Date

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

- a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or
- b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary “pass/fail” criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
Or
- ☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
And
- ☐ (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
And
- ☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- ☐ (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (g) 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**
- ☐ (h) 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**
- ☐ (i) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (j) 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

- ☐ (k) 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; **and**
- ☐ (l) 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

- ☐ (m) 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.

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

- ☐ (n) *[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.
- ☐ (o) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

25 FINANCIAL COMPONENT ENVELOPE

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

TECHNICAL SPECIFICATIONS

PROCUREMENT PROJECT: PROVISION OF MASSAGE THERAPISTS/ PRACTITIONERS, LOGISTICAL REQUIREMENTS, AND SUPPLIES FOR THE WELLNESS AREA OPERATIONS OF THE PHILIPPINE PAVILLION AT THE WORLD EXPO OSAKA 2025

I. BACKGROUND

The World Expo 2025 Osaka is a global gathering of nations dedicated to finding solutions to the pressing challenges of our time by offering a journey centered on a universal theme through engaging and immersive activities. With the theme “Designing Future Society for Our Lives,” it intends to approach complex issues by facilitating the participation of as many as possible and bringing ideas together to design a more exclusive and sustainable future for humankind.

Aligning with the theme of the World Expo, the Philippine Pavilion will present “Nature, Culture & Community: Woven Together for a Better Future”. The Pavilion will serve as a gateway to our culture, offering visitors a glimpse into the Philippines’ rich history, arts, and traditions. A key feature will be the Wellness area, showcasing the Philippines as a health and wellness tourism hub.

World Expo Osaka 2025 is on 13 April 2025 to 13 October 2025 at Osaka, Kansai, Japan. Expo site is open from 9:00 A.M. to 10:00 P.M. The Philippine Pavilion will start accepting guests from 9:00 AM – 9:00 P.M. The Wellness Area at the Philippine Pavilion will be in operation for ten (10) hours daily.

II. OBJECTIVES:

1. To position the Philippines as a premiere health and wellness travel destination in the Asia-Pacific Region;
2. To promote the “Filipino Brand of Wellness” experience to guests at the World Expo Osaka 2025;
3. To allow Philippine Pavilion guests to engage and participate in the demonstration and sampling activities.
4. To feel the therapeutic touch of the traditional Filipino wellness techniques promoting relaxation.

III. SCOPE OF DELIVERABLES (REPORTS, SERVICES, GOODS, AND TIME SCHEDULE)

| Item Number | Description | Quantity | Total | Delivered, Weeks/Months |
|-------------|---------------------------------------|----------------|----------------|----------------------------|
| 1 | Therapists/ Practitioners | 4 pax | 4 pax | 13 April - 13 October 2025 |
| 2 | Uniform for Therapists/ Practitioners | 6 sets per pax | 6 sets per pax | 13 April - 13 October 2025 |

| | | | | |
|---|---|-------|-------|----------------------------|
| 3 | Supply of Massage essential Oils, Linens, and other massage products for six (6) months | 1 lot | 1 lot | 13 April - 13 October 2025 |
| 4 | Giveaways | 1 lot | 1 lot | 13 April - 13 October 2025 |
| 5 | Other supplies needed for Health and Wellness Area | 1 lot | 1 lot | 13 April - 13 October 2025 |
| 6 | Logistical Requirements for Therapists/ Practitioners (4 pax) | 1 lot | 1 lot | 13 April - 13 October 2025 |

IV. DATA, LOCAL SERVICES, PERSONNEL, AND FACILITIES TO BE PROVIDED BY THE PROCURING ENTITY

The TPBPHL shall provide the following:


- A. Daily Subsistence Allowance for four (4) therapists/ practitioners for 6 months at the rate of USD75.00 per day to be given onsite on a monthly basis
- B. Shuttle service from airport arrival going to and/or from the airport and accommodation (arrival and departure).
- C. Shared accommodation for four (4) therapists/ practitioners for 6 months
- D. Assistance in the shipment of supplies
- E. Visa Assistance for four (4) therapists/ practitioners
- F. Assistance in securing customs clearance for the products/samplers, if necessary

V. TECHNICAL SPECIFICATIONS

| Item | Specification | Statement of Compliance (Comply/Not Comply) |
|------|--|---|
| 1 | Therapists/ Practitioners <ul style="list-style-type: none"> • Four (4) therapists/practitioners to provide Filipino Hilot massage experience to the visitors at the Wellness area of the Philippine Pavilion <ul style="list-style-type: none"> - Salary for the therapists/ practitioners will be PhP 1,000.00/day inclusive of premiums mandated by law - 2 therapists/practitioners per shift for six (6) days per week - Two (2) shifts per day at six (6) hours duty per shift with one (1) hour break (lunch/ dinner) based on 10-hours operating schedule of the Philippine Pavilion | |

| | | | | |
|--|--|--|-----------------------------|--|
| | <ul style="list-style-type: none">- At least 15 -minutes of Hilot massage (scalp, shoulder, neck, and back) and 15-minute break after each session- Therapists/Practitioners must be knowledgeable about what is Filipino Brand of Wellness and should be able to narrate the hilot process, identifying the Filipino Brand of Wellness elements (sight, smell, sound, taste, and touch).- Entitled to one (1) day-off per week- Designate one (1) head therapists for the whole duration of the event to handle the on-site requirements, arrangements, and to coordinate with TPB representatives for the operation of the health and wellness area.<ul style="list-style-type: none">▪ Shall work closely with TPB Representatives on all matters required for smooth operations of the Health and Wellness Area. <p>Note: The therapists/ practitioners shall observe work time schedule between 9:00am to 3:00pm and/or 3:00pm to 9:00pm subject to adjustments and other arrangements to be agreed upon by both parties (TPB and therapists/ practitioners). Provided, the therapists/ practitioners shall render six working hours inclusive of one-hour break in between per working day to claim the full daily rate.</p> <p><u>Qualifications</u></p> <ul style="list-style-type: none">▪ Must have at least three (3) years of experience providing Filipino Hilot massage▪ Must have a valid license in Massage Therapy issued by Department of Health (DOH)▪ Must have a training and/or certificate in Filipino Hilot Massage (NC II) issued by Technical Education and Skills Development Authority (TESDA)▪ Must have at least three (3) years of experience in massage setting catering to foreign clients <p><i>Proposed Schedule:</i></p> <table><tr><td>Pavilion Expo Operating Hours</td><td>09:00 AM to 10:00 PM</td></tr></table> | Pavilion Expo Operating Hours | 09:00 AM to 10:00 PM | |
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| | <p><i>Proposed shifting schedule:</i></p> <table><tr><th>Time</th><th>Activity</th></tr><tr><td colspan="2">1st Shift (2 therapists/ practitioners)</td></tr><tr><td>09:00 AM – 12:00 PM</td><td>Duty</td></tr><tr><td>12:00 PM – 1:00 PM</td><td>Lunch</td></tr><tr><td>01:00 PM – 03:00 PM</td><td>Duty</td></tr><tr><td colspan="2">2nd Shift (2 therapists/ practitioners)</td></tr><tr><td>03:00 PM – 06:00 PM</td><td>Duty</td></tr><tr><td>06:00 PM – 07:00 PM</td><td>Dinner</td></tr><tr><td>07:00 PM – 09:00 PM</td><td>Duty</td></tr></table> <p>Note: Submit portfolio and copy of the certificate/s and license together with the technical bid</p> | Time | Activity | 1st Shift (2 therapists/ practitioners) | | 09:00 AM – 12:00 PM | Duty | 12:00 PM – 1:00 PM | Lunch | 01:00 PM – 03:00 PM | Duty | 2nd Shift (2 therapists/ practitioners) | | 03:00 PM – 06:00 PM | Duty | 06:00 PM – 07:00 PM | Dinner | 07:00 PM – 09:00 PM | Duty | |
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| 07:00 PM – 09:00 PM | Duty | | | | | | | | | | | | | | | | | | | |
| 2 | <p>Provision of Uniforms</p> <p>Six (6) sets of uniforms for four (4) therapists/ practitioners</p> <ul style="list-style-type: none">● Uniform must be a Filipino-inspired designs (kindly differ using mandarin collar) <p>Note: Submit at least three (3) designs for the proposed uniforms.</p> | | | | | | | | | | | | | | | | | | | |
| 3 | <p>Supply of massage oils, linens and other massage products for six (6) months <i>(to be shipped in Osaka, Japan)</i></p> <p>A. Massage Essential oils derived from native Filipino plants and flowers (preferably locally produced products with label list of ingredients)</p> <p>B. Diffusers’ Essential oils derived from Filipino-inspired scent (preferably lemongrass, sampaguita, ylang-ylang, and bamboo)</p> | | | | | | | | | | | | | | | | | | | |

| | | |
|--|--|--|
| | <p>C. Facial Towels</p> <ul style="list-style-type: none"> – No. of pcs: minimum 5,000 pcs – Dimension: at least 8" x 12" – Fabric Type: Cotton – Color: White – To be replaced as necessary <p>D. Laundry Detergent for the Towels/Linens</p> <p>E. Two (2) units of Hot Towel Warmer</p> <ul style="list-style-type: none"> - Dimension: 11.8 x 11.8 x 10.3 in. - Capacity: 8 Liters (<i>can hold up to 8 regular size towels and/or 18 – 24 facial towels</i>) - High Temperature: Keeps a constant temperature to 176°F. - Aluminum Inner Chamber for Better Heat Conduction - Removable Tray Underneath to Avoid Dripping - Conformité Européenne (CE) approved to ensure specific safety, health, and environmental protection standards. <p>Sample Photo:</p>  <p>F. Two (2) units of cold air diffuser</p> <ul style="list-style-type: none"> - Capacity: 120 Milliliters - Dimension: 2"L x 1"W x 12"H - Waterless/heatless - Coverage: at least 1,000 sq.ft. <p>Sample Photo:</p> | |
|--|--|--|



G. Disposable face cradle covers
Sample photo:



H. Other materials/products needed for massage for 6 months such as:

- Two (2) units of Automatic Alcohol Dispenser
 - Capacity: 1000ml
 - Material: White
 - Can be battery operated (to be provided by the supplier)

Sample Photo:

| | | |
|---|---|--|
| | <div data-bbox="671 197 911 640" data-label="Image"> </div> <ul style="list-style-type: none"> - Four (4) pcs Polyethylene Terephthalate (PET) PET spray bottles (500ml) for cleaning and disinfecting - Ethyl Alcohol <p>Note:</p> <ul style="list-style-type: none"> • In case the hot towel warmer and diffuser gets damaged or not working properly, the supplier will need to replace the items. • Submit brochures for the essential oils (at least 3 sample scents) and equipment together with the technical bid. | |
| 4 | <p>Giveaways for the guests and VIPs</p> <p>For guests:</p> <ul style="list-style-type: none"> - Locally made Tea (Individually pack) with instructions on how to brew and benefits of the tea <ul style="list-style-type: none"> • 8,000 packs for 6 months • <i>Tea Leaves (Pandan tea (good for digestion and blood sugar), ginger/salabat (muscle pain, cardiovascular), and malunggay (diabetes))</i> <p>Sample package:</p> <div data-bbox="579 1758 1102 1964" data-label="Image"> </div> | |

| | | |
|---|---|--|
| | <p>For VIPs:</p> <ul style="list-style-type: none"> - Locally made curated giveaways for the VIPs (3 kinds of teas, teacup, teaspoon, and saucer) Indicative no. of curated giveaways: 100 pcs <p>Note: Submit photos of at least three (3) sample proposed giveaways.</p> | |
| 5 | <p>Other Supplies needed for Health and Wellness Area</p> <p>A. Printing of Coupons with Control Number</p> <ul style="list-style-type: none"> - No. of pcs: 7,500 pieces - Binded or padded for 50pcs - Size of coupon: 2.8" x 6" with perforation/ cutting guide - Full Color Printing (two-sided printing) - Offset printing - Type of Paper: Insper Eco; Hansol <ul style="list-style-type: none"> ▪ Color: White ▪ Weight: 174gsm <p>Note:</p> <ul style="list-style-type: none"> ● Designs will be provided by the TPB <p>B. One (1) unit of smart tablet with stand for the registration in Wellness Area</p> <ul style="list-style-type: none"> - Release date: 2022 or newer - Storage Capacity: at least 256GB - Display: Between 10.9 and 11 screen diagonal, not lower than 260 PPI, can reach 500 nits' brightness - Chip: 6 core CPU, 4-core GPU, 16-core Neural Engine - Connectivity: 802.11ax Wi-Fi 6 with 2x2 MIMO, simultaneous dual band, Bluetooth 5.2 - Port: Type C USB for charging and data transfer - Warranty: at least one (1) year <p>Notes:</p> <ol style="list-style-type: none"> 1. Submit a brochure of the product together with the technical bid 2. In case the unit gets damaged or not working | |

| | | |
|--|---|--|
| | properly, the supplier will need to replace the item. | |
| 6 | <p>Logistical Requirements for four (4) therapists/practitioners</p> <ul style="list-style-type: none"> A. Roundtrip Airfare (Manila-Osaka-Manila) B. Excess baggage allowance C. Visa Fees D. Daily transfers (accommodation - Expo Site - accommodation) E. Comprehensive Travel insurance for six (6) months <p>Note: In case the TPB secures sponsorship for additional therapists, the supplier will assist the additional therapists with their logistical requirements.</p> | |
| Other Technical and Legal Requirements | | |
| | DOT accreditation Certificate, to be submitted together with the technical bid (if applicable) | |

VI. PLACE OF DELIVERY AND THE REPRESENTATIVE AT THE PROJECT SITE

- A. Philippine Pavilion at the World Expo Osaka 2025, Kansai, Japan
- B. Janet Villafranca / Jane Marielle Francisco / Carmela Joy Febrio / Faye Agatha Mendoza-How / Genesis Lee / Karen Padolina

VII. TERMS AND CONDITIONS

1. The bidder shall fully comply with all intellectual property laws, rules, and regulations.
2. The bidder shall not infringe on any existing patents, copyrights, trademarks, or any intellectual property right of any third party, nor sell any product and/or use trademarks or copyrights that shall infringe on said third party rights.
3. Failure to do so constitutes a material breach of the contract and shall entitle TPB to damages and other legal fees.
4. Without prejudice to other available remedies, this provision shall survive even after the implementation, execution, and completion of the contract arising from any unfair competition, infringement, or violation of intellectual property rights without permission from TPB in writing.
5. State other scope and limitations, as applicable.
6. The TPB shall not be held liable for any loss or damage to the person or property of the therapists/practitioners that may occur on the premises for any reason.
7. In case the therapists/practitioners engage in any illegal activities (such as being ill-whistlers/ undocumented/ TNT immigrants), the TPB will not be held liable. Instead, the supplier will be held accountable and will be responsible for compensating the TPB for any resulting damages.

8. TPB shall not be held liable for any untoward incident resulting from the execution of the massage services. A waiver shall be executed between the TPB and the supplier.
9. In the event that the therapists' services are deemed unsatisfactory and unprofessional, TPB reserves the right to request a replacement, with all related expenses to be covered by the supplier.
10. The TPB-initiated requested sponsorship (hosted/discount) will be deducted from the billing.
11. No employee-employer relationship shall be established between TPB and the therapists/ practitioners.
12. All supplies and equipment shall be turned over to the TPB after the completion of services.
13. Willing to provide services based on the actual cost incurred.

VIII. BIDDER'S ELIGIBILITY REQUIREMENTS

1. Must be Filipino owned, operated, and legally registered Company under Philippine laws and must be in operation for the last **five (5) years**.
2. Bidders must have handled at **least three (3) similar projects** for the **last five (5) years**. Similar projects refer to provisions of talents, speakers, performers, and the likes intended for international events including logistical requirements.

IX. PROJECT IMPLEMENTATION SCHEDULE AND DURATION OF THE PROJECT

The project shall commence from the date of receipt of the Notice to Proceed until 30 October 2025.

X. APPROVED BUDGET FOR THE CONTRACT (ABC)

The Approved Budget for the Contract is in the amount of **Four Million Eight Hundred Sixty-Four Thousand Five Hundred Sixty Pesos Only (PhP4,864,560.00)** charged to 2025 Approved Corporate Operating Budget.

XI. TERMS OF PAYMENT

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

| Payment Terms | Deliverables/Milestones | Percentage of Payment |
|----------------------|---|------------------------------|
| 1 st | Upon submission and approval of the proposed therapists and securing of visa | 15% |
| 2 nd | Upon confirmation and the issuance of the air tickets. | 30% |
| 3 rd | Upon completion of five (5) months of service rendered by the therapists with | 45% |

| | | |
|-----------------|---|-------------|
| | necessary supporting documents | |
| 4 th | Upon completion of the six (6) months duty of the therapists and their return to the Philippines including the proper turnover of the supplies and equipment with complete supporting documents | 10% |
| Total | | 100% |

XII. PROJECT OFFICER/S CONTACT INFORMATION

Name: MS. JANET W. CANOY
 Email: janet_canoy@tpb.gov.ph
 Contact: (02) 8525 9318 to 27

Name: MS. JANET G. VILLAFRANCA
 Email: janet_villafranca@tpb.gov.ph
 Contact: (02) 8525 9318 to 27

Name: MS. JANE FRANCISCO
 Email: jane_francisco@tpb.gov.ph
 Contact: (02) 8525 9318 to 27

Name of the Procuring Entity : Tourism Promotions Board Philippines

**Project : Provision of Massage Therapists/ Practitioners, Logistical Requirements, and Supplies for the Wellness Area Operations of the Philippine Pavillion
at the World Expo Osaka 2025**

Location of the Project: Osaka, Japan

List of all Ongoing Government & Private Contracts within **the last 5 years from the date of submission and receipt of bid** 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 b. Date Started c. Date of Completion | % of Accomplishment | | Value of Outstanding Works / Undelivered Portion |
|--------------------------------|--|----------------|---------------|---|---|---------------------|--------|--|
| | | | Description | % | | Planned | Actual | |
| <u>Government</u> | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| <u>Private</u> | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Total Cost | | | | | | | | |

Note: This statement shall be supported with (any of the following):

1. Notice of Award or Notice to Proceed or Contract or Equivalent

Note: This is a sample form, Bidders may/may not use this form for the submission of the List of Ongoing projects

Submitted by : _____

(Printed Name & Signature)

Designation : _____

Date : _____

Name of the Procuring Entity : Tourism Promotions Board Philippines

**Project : Provision of Massage Therapists/ Practitioners, Logistical Requirements, and Supplies for the Wellness Area Operations of the Philippine Pavillion
at the World Expo Osaka 2025 / ITB No. 2025-010**

Location of the Project : Osaka, Japan

**Single Largest Completed Contract (SLCC) similar to the Contract to be bid within the last five (5) years from the date
of submission and receipt of the bid, contract should be atleast be fifty percent (50%) of the ABC**

Business Name : _____

Business Address : _____

| Name of Contract | a. Owner's Name b. Owner's Name Address c. Telephone Nos. | Nature of Work | Bidder's Role | | a. Amount of Award b. Amount at Completion c. Duration | a. Date Awarded b. Contract Effectivity c. Date Completed |
|------------------|---|----------------|---------------|---|--|---|
| | | | Description | % | | |
| Government | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Private | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Note: This Statement shall be supported with

1. Certificate of Complete or Equivalent

Note: This is a sample form, Bidders may/may not use this form for the submission of the SLCC

Submitted by:

Name of Representative of Bidder: _____

Position : _____

Date : _____

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 of agent | Amount and Purpose of Commission or gratuity |
|---------------------------|--|
|---------------------------|--|

| | |
|--|--|
| | |
| | |

(if none, state "None")]

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Price Schedule for Goods Offered from Within the Philippines
[shall be submitted with the Bid if bidder is offering goods from within the Philippines]

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ____ of ____

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|------|-------------|-------------------|----------|-------------------------|---|--|--|--|--|
| Item | Description | Country of origin | Quantity | Unit price EXW per item | Transportation and all other costs incidental to delivery, per item | Sales and other taxes payable if Contract is awarded, per item | Cost of Incidental Services, if applicable, per item | Total Price, per unit (col 5+6+7+8) | Total Price delivered Final Destination (col 9) x (col 4) |
| | | | | | | | | | |

Name: _____

Legal Capacity: _____

Signature: _____

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

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

BID SECURING DECLARATION **Project Identification No.: *[Insert number]***

To: *[Insert name and address of the Procuring Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of *[month]* *[year]* at *[place of execution]*.

*[Insert NAME OF BIDDER OR ITS AUTHORIZED
REPRESENTATIVE]*

[Insert signatory's legal capacity]
Affiant

[Jurat]

[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]

