

PHILIPPINE BIDDING DOCUMENTS

SERVICES OF AN EVENTS MANAGEMENT COMPANY (EMC) FOR THE ASEAN TOURISM FORUM (ATF) 2025

TPB-ITB 2024-057



Government of the Republic of the Philippines

**Sixth Edition
July 2020**

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the "*name of the Procuring Entity*" and "*address for bid submission*," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means “delivered duty paid.”

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

Foreign-funded Procurement or Foreign-Assisted Project– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid

INVITATION TO BID (ITB) NO. 2024-057

SERVICES OF AN EVENTS MANAGEMENT COMPANY (EMC) FOR THE ASEAN TOURISM FORUM (ATF) 2025

1. The **Tourism Promotions Board Philippines (TPB PHL)** through the **2024 Corporate Operating Budget** intends to apply the sum of **Seven Million Seventy-Five Thousand Five Hundred Pesos Only (PhP7,075,500.00)** being the ABC inclusive of all applicable taxes and fees to payments under the contract for the **Services of an Events Management Company (EMC) for the ASEAN Tourism Forum (ATF) 2025 / TPB-ITB No. 2024-057**. Bids received in excess of the ABC shall be automatically rejected at the bid opening.
2. The **TPB PHL** now invites bids for the above Procurement Project. Delivery of the Goods is required by **Section VI. Schedule of Requirements**. Bidders should have completed, within **the last three (3) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in **Section II (Instructions to Bidders)**.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary *"pass/fail"* criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.

4. Prospective Bidders may obtain further information from **TPB PHL** through its **Bids and Awards Committee (BAC) Secretariat** via emails: **bac_sec@tpb.gov.ph** and/or **genesis_lee@tpb.gov.ph** and inspect the Bidding Documents at the address given below during the office hours **08:00 AM-05:00 PM**.

**BAC Secretariat - Procurement and General Services Division
6/F, Five E-com Center, Harbor Drive Mall of Asia Complex, Pasay City**

5. A complete set of Bidding Documents may be acquired by interested Bidders on **14 November – 04 December 2024** by sending your request to **bac_sec@tpb.gov.ph** and/or **genesis_lee@tpb.gov.ph** or by downloading through the **PhilGEPS and TPB websites** and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB in the amount of **Ten Thousand Pesos Only (PhP10,000.00)**.

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

Bank Details:

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

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

6. The **TPB Philippines** will hold a Pre-Bid Conference on **22 November 2024** at **10:00 AM** 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 **genesis_lee@tpb.gov.ph**.

7. Bids must be duly received by the BAC Secretariat in a sealed envelope through **manual submission** at the office address indicated below, on or before **04 December 2024 at 09:30 AM**. Late bids shall not be accepted.

BAC Secretariat

**Procurement and General Services Division
6/F, Five E-com 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 **Main Envelope** shall be labeled as follows:

TECHNICAL AND FINANCIAL BID

<Title of the Project/ITB No.>

<Company Name and Address>

DO NOT OPEN BEFORE: <Date and Time of the Opening of Bids>

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

TECHNICAL ENVELOPE

<Title of the Project/Lot No.>

<Company Name and Address>

DO NOT OPEN BEFORE: <Date and Time of the Opening of Bids>

FINANCIAL ENVELOPE

<Title of the Project/Lot No.>

<Company Name and Address>

DO NOT OPEN BEFORE: <Date and Time of the Opening of Bids>

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

ORIGINAL

Technical Envelope

<Title of the Project/Lot No.>

<Company Name and Address>

COPY 1

Technical Envelope

<Title of the Project/Lot No.>

<Company Name and Address>

COPY 2

Technical Envelope

<Title of the Project/Lot No.>

<Company Name and Address>

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 SLCC
4. Bid Security
5. Conformity with the Technical Specifications
6. Omnibus Sworn Statement
7. Computation of the NFCC or Line of Credit
8. Joint Venture Agreements (if applicable)

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

ORIGINAL

Financial Envelope

<Title of the Project/Lot No.>

<Company Name and Address>

COPY 1

Financial Envelope

<Title of the Project/Lot No.>

<Company Name and Address>

COPY 2

Financial Envelope

<Title of the Project/Lot No.>

<Company Name and Address>

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)

See **Annex B**: Diagram of Sealing and Marking of Bid Envelope

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 **04 December 2024 at 10:00 AM** in the **TPB BAC Room**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The Bidder with the Lowest/Single Calculated Responsive Bid (L/SCRB) shall submit a copy of the **Technical and Financial Documents** in **PDF format** to the email address **bac_sec@tpb.gov.ph** and/or **genesis_lee@tpb.gov.ph**, upon request of the Secretariat.
11. The **TPB Philippines** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

Roselle D. Romero / Genesis Weiy B. Lee
BAC Secretariat, Tourism Promotions Board (TPB) Philippines
6/F, Five E-com Center, Harbor Drive Mall of Asia Complex, Pasay City
Tel. No. (8) 525-9318 local 266
E-mail: bac_sec@tpb.gov.ph /genesis_lee@tpb.gov.ph

13. You may visit the following websites:

For downloading of Bidding Documents: www.philgeps.gov.ph or www.tpb.gov.ph

14 November 2024



ARNOLD T. GONZALES
Chairperson
Bids and Awards Committee



Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, **Tourism Promotions Board Philippines (TPB PHL)** wishes to receive Bids for the **Services of an Events Management Company (EMC) for the ASEAN Tourism Forum (ATF) 2025** with identification number **TPB-ITB No 2024-057**.

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 the **2024 Approved Corporate Operating Budget** in the amount of **Seven Million Seventy-Five Thousand Five Hundred Pesos Only (PhP7,075,500.00)**.

2.2 The source of funding is the Corporate Operating Budget.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. Foreign ownership 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:

For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

The Procuring Entity has prescribed that: **Subcontracting is not allowed.**

8. Pre-Bid Conference

The Procuring Entity will hold a **pre-bid conference** for this Project on the specified date and time through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *the last three (3) years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

- a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

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

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

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

- 14.2. The Bid and bid security shall be valid until **03 April 2025**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the IB.

17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in **paragraph 9** of the IB. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184. ***The evaluation of the eligibility documents shall also implement the GPPB Resolution 15-2021 as of 01 January 2022.***

18. Domestic Preference

The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by ITB Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. **The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.**
- 19.4. The Project shall be awarded as follows: **One Project having several items grouped into several lots, which shall be awarded as separate contracts per lot.** Section 23.4.2.6
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. **For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.**

20. Post-Qualification

Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Duly registered Philippine company engaged in the business as an Events Management Company/Project Management Company/ Full-Service EMC with experience in event organization, and implementation. Must be in operation for at least three (3) years. b. The EMC must have implemented or participated as an EMC or event organizer in at least three (3) trade or consumer shows with international participation or audience, preferably in Malaysia. The bidder must submit a list of implemented similar projects within the three (3) years together with the technical bid envelope.
7.1	<i>Subcontracting is not allowed</i>
12	The price of the Goods shall be quoted DDP <i>within the Philippines</i> or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than <i>two percent (2%) of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee, or irrevocable letter of credit; or b. The amount of not less than <i>five percent (5%) of ABC</i>, if bid security is in Surety Bond.
19.3	The Project shall be awarded as one (1) contract.
20	<p>The original 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. Certificate of Project Completion or its equivalent for Completed Projects (Reference to the List of Completed Projects Submitted).

	Submit a certified true copy of documents in item nos. 2-8 within five (5) calendar days from the date of the post-qualification, as instructed by the Technical Working Group.
21.2	<i>No additional contract documents.</i>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within **ten (10) calendar days from receipt of the Notice of Award** by the Bidder from the Procuring Entity but in no case later than the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The **Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity** in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

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>The delivery terms applicable to this Contract are delivered in Section VI (Schedule of Requirements). Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause, the Procuring Entity’s Representative at the Project Site is Ms. Micaela B. Ochoa as the End-user, and Ms. Gianna Allysa M. Añonuevo as the Project Officer.</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 Requirements.</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>Spare Parts – Not applicable</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>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>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p> <p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p>
	<p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p>

	<p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>						
2.2	<p>The terms of payment shall be in tranches.</p> <table border="1" data-bbox="339 707 1385 1084"> <thead> <tr> <th data-bbox="339 707 1082 781">PARTICULARS / MILESTONES</th> <th data-bbox="1082 707 1385 781">PAYMENT TERMS</th> </tr> </thead> <tbody> <tr> <td data-bbox="339 781 1082 931">Upon approval of the Program Plan, final list of performers, official itinerary, and submission of a copy of the issued air tickets of the group</td> <td data-bbox="1082 781 1385 931">1st Tranche: 40%</td> </tr> <tr> <td data-bbox="339 931 1082 1084">Upon satisfactory completion of all deliverables and submission of the Project completion report and documentation</td> <td data-bbox="1082 931 1385 1084">2nd Tranche: 60%</td> </tr> </tbody> </table> <p>The supplier is encouraged to have a Landbank account. Payment will be made through LBP bank deposit. In case the supplier does not have a Landbank account, bank charges will be shouldered by the supplier.</p> <p>Send the bill to the TOURISM PROMOTIONS BOARD PHILIPPINES addressed to COO MARIA MARGARITA MONTEMAYOR NOGRALES – ATTN: MS. MARIVIC M. SEVILLA after the completion of services and submission of required supporting documents to facilitate payment.</p>	PARTICULARS / MILESTONES	PAYMENT TERMS	Upon approval of the Program Plan, final list of performers, official itinerary, and submission of a copy of the issued air tickets of the group	1 st Tranche: 40%	Upon satisfactory completion of all deliverables and submission of the Project completion report and documentation	2 nd Tranche: 60%
PARTICULARS / MILESTONES	PAYMENT TERMS						
Upon approval of the Program Plan, final list of performers, official itinerary, and submission of a copy of the issued air tickets of the group	1 st Tranche: 40%						
Upon satisfactory completion of all deliverables and submission of the Project completion report and documentation	2 nd Tranche: 60%						
4	The inspections of the deliverables are as necessary.						

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
1	Services of an Events Management Company (EMC) for the ASEAN Tourism Forum (ATF) 2025	1 Lot	1 Lot	As stated below

A. PERFORMANCE DURING TRAVEX

Date: 21-23 January 2024

Venue: Philippine Pavilion, Persada Convention Center, Johor Bahru

Time: TBA

B. HOSTED FUNCTION ENTERTAINMENT WITH STAGE AND VENUE STYLING

Date: 23 January 2025

Venue: TBA

Time: 07:00PM-11:00PM

23 January 2025 Philippine Hosted Dinner Indicative Program	
TIME	ACTIVITY
07:00-07:30PM	Arrival of delegates
07:30-07:40PM	Welcome Remarks by the TPB COO Maria Margarita Montemayor Nograles
07:40-08:00PM	Opening Remarks by PH Ambassador to Malaysia
08:00-09:30PM	Dinner is served
09:30-10:00PM	Keynote Speech and Toast by the DOT Secretary Ma. Esperanza Christina Garcia Frasco
10:00-10:30PM	Cultural Performance
10:30-11:00PM	Open cocktails
11:00PM	End of Hosted Dinner Program

As of 11 November 2024

C. CLOSING AND TURN OVER CEREMONY FOR PHILIPPINE HOSTING OF THE ATF

Date: 24 January 2025

Venue: TBA

Time: TBA

Requirements: Maximum of 20-minute cultural performance during the ATF 2025 Closing Ceremonies

D. SUGGESTED TRAVEL DATES FOR THE PRODUCTION TEAM

Date/Time	Activity	Remarks
20 January		
	<ul style="list-style-type: none"> Finalization of Philippine Booth Set up Arrival of EMC team and performance in Johor Bahru 	Delivery of giveaways to the Philippine Pavilion and Hosted Function venue
21 January		
	Performances at the Philippine Pavilion	
22 January		
	Performance at the Philippine Pavilion/ Rehearsals for the Philippine hosted dinner	
23 January		
06:00PM	Stage Blocking and Sound checking, ingress of props, etc.	Time – TBA *TPB to check with organizers if they can provide a holding room for costumes etc.
07:00pm	TRAVEX Dinner Program: <ul style="list-style-type: none"> Welcome Remarks Turn over ceremony Dinner Cultural Performance Keynote / Closing Speech Cocktails 	
11:00pm	End of Hosted Function Program	
24 January		
	Performance at the Malaysia Tourism Turnover Ceremony	Time and venue - TBA
25 January		
	Departure to Manila	

CONTRACT DURATION

The contract shall commence from the date of the receipt of the Notice to Proceed (NTP) until the completion of the deliverables identified in the final payment.

Section VII. Technical Specifications

Technical Specifications

*Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. **Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.***

Item No.	Specifications	Statement of Compliance (Comply or Not Comply)
1	<p>A. ENTERTAINMENT FOR BOOTH ACTIVITIES AND HOSTED FUNCTION</p> <p>i. Provision of live cultural performances during the following:</p> <ul style="list-style-type: none"> • Opening Ceremony • TRAVEX booth activation • Philippine Hosted Function • Turn Over Ceremony in coordination with the 2025 ATF organizer <p>ii. Philippine Pavilion and Hosted Function venue design and styling</p>	
2	Assist TPB in the planning, management, and implementation of the Event Styling and Entertainment Repertoire Plan	
3	Recommend to TPB and provide the artists and performers using local talents preferably who have experience in performing in front of an international audience as a contracted performer during an international event. Performers should include but not limited to choir groups, singer/s, dancer/s or festival dancers, etc., (performance similar to the PHITEX 2024 Opening Ceremony).	
4	Create an Event Management Team (EMT), with a minimum experience of three (3) years, who shall coordinate, oversee the light, sound, audio-visual, scenery, technical requirements, staging, choreography and other elements and requirements of the overall show.	
5	The EMC shall also provide the services Filipino chef and a staff, as approved by TPB, to collaborate with the ATF 2025 official venue for the preparation of the menu and take the lead in the preparation of the meals during the Hosted Function event. The EMC will bear the Filipino chef’s professional fees amounting to Three Hundred Fifty Thousand Pesos Only (PhP 350,000.00).	

6	<p>The EMC shall source the appropriate artists, technical practitioners, etc. required to implement the overall program scenario for the Hosted Function which should include, but not limited to the following:</p> <ul style="list-style-type: none"> • Event Coordinator; • Event Director; • Stage Manager; • Technical Director/Production Manager; • Event Photographer; • Emcee; and • Others as may be necessary 	
7	<p>The EMC shall provide Philippine snacks and delicacies as well as disposable cutleries, cups, tissue, and tea amenities good for three (3 days) for food tasting and sampling at the Philippine Pavilion.</p> <p>The EMC shall also provide a Filipino coffee experience with a barista and complete set of coffee machine, equipment and condiments as necessary. The EMC shall shoulder the travel expense of the barista including allowance for excess baggage.</p>	
8	<p>Provide the following requirements for the event and coordinate with the technical team of the venue (TBA) for the set up and installation of all physical and technical requirements, to include, but not be limited to the following:</p> <ul style="list-style-type: none"> • Audio-Visual and Lighting System (speakers, microphones, etc.) • LCD projector and screen (as needed) • Stage truss system (as needed) • Microphones (lapel and wireless) and amplifiers • Laptops (mac and windows) with appropriate connectors • Presentation Clicker/Laser Pointer • Appropriate cables and video adapters (VGA, HDMI, etc.) • Professional lighting system (if needed) • Other Technical requirements of the Secretary for her speech (e.g. Easel Sheets and easel stand, etc.) 	
9	<p>Prepare the program scenario and script to include the spiel of the emcee/voice over per event component;</p>	
10	<p>Produce and execute the shooting and pre-recording of performances (as needed);</p>	
11	<p>Coordinate with the TPB officers to secure recordings of the messages of key officials or other speakers' messages should the need arise;</p>	
12	<p>Provide the following for the live performances during the events (if applicable/necessary):</p> <ul style="list-style-type: none"> • Stage and overall venue décor/execution scene design, installation art, production properties, etc. • Sound system • Lighting equipment and special effects • Haze / Smoke / Fog Machines • AV equipment (LED screen / projectors) • Special effects (3D, video mapping, hologram) 	

	<ul style="list-style-type: none"> ● Close circuit cameras for documentation purposes ● Generator Set ● Signages/graphics within and around the reception venue if need be ● Costumes of entertainers and necessary props 	
13	Document in video and photo formats all events and show presentation for submission to TPB saved in an external hard drive;	
14	Final dry run/technical check of the program scenario to be presented for final approval of TPB before the event;	
15	Submit end reports, recordings of the activities, videos, and final cut (3-4 minute AVP, as needed) to TPB after the event.	
16	The TPB shall have full ownership of all the data gathered and presented (both in hard and soft copy files) from the event;	
17	All records are regarded as confidential and therefore will not be divulged to any third party without prior written approval of TPB. The TPB has the right to request sight of, and copies of any and all records kept, on the provision that the company is given reasonable notice of such a request;	
18	Ensure the privacy and security of any and all confidential, privileged personal information, and/or sensitive personal information that they may have access to, and shall store, use, process and dispose of the said privileged personal information and/or sensitive personal information in accordance with Republic Act No. 10173, otherwise known as the Data Privacy Act of 2021 and its Implementing Rules and Regulations.	
19	<p>The EMC shall bear the cost of the following:</p> <ol style="list-style-type: none"> a. Professional fees of all the production team and performers for the duration of the travel dates b. Professional fees of the invited Filipino chef and staff c. Rehearsals, studio rental costs, production meeting costs d. Costumes and musical instruments, including its shipment to and from Malaysia e. Travel and meal expenses of the performers and production crew including domestic and international air tickets and baggage allowance for a maximum of 35 pax (production team, performers, barista, Filipino chef and staff) f. Accommodation costs for all the members of the team during the whole project, including the barista, Filipino chef and staff g. Comprehensive travel insurance for the duration of the production team's stay in Malaysia h. Piped in music material (if applicable) i. Valid passports for the whole team j. Administrative costs k. Miscellaneous expenses in the amount of One Hundred Thousand Pesos Only (PhP100,000.00) which includes communication fees, taxes, Antigen tests, if necessary, Filipino ingredients and excess baggage, etc. 	

20	Any deviation/ changes to be made/ implemented in the deliverables listed in the scope of services will be subject to the approval of TPB as long as it is within the ABC; and	
21	Bidders will also be required to include a hard copy of their complete <u>Planned Approach in their technical documents submission.</u>	
22	<p>B. GIVEAWAYS</p> <p>i. Hosted Function Giveaway (TBD) Quantity: 500 pieces Budget: PHP1,400.00/pax Submission of sample: TBA Delivery Address: TBA Date of Delivery: TBA</p> <p>ii. Administrative Services -Shipping cost of the giveaways to Malaysia and shipping of remaining giveaways from Malaysia to the Philippines. -Assistance on other related matters that may not have been included in this document but deemed necessary by either party.</p>	
23	<p>C. OTHER DELIVERABLES</p> <ul style="list-style-type: none"> • The EMC shall shoulder any management fees set by the ATF 2025 Organizers relative to the booth activations and Philippine Hosted dinner function; • The EMC must be able to collaborate, coordinate and cooperate with the TPB MARCOM Creatives Team for the necessary creative collaterals; • Provision of exhibit display (i.e. Bambike, kayak, surfboard, paddle board, beach chairs, umbrellas, etc.) for the booth’s 3D wall activation; and • All logistical requirements of the EMC’s personnel shall be borne/shouldered by the supplier such as but not limited to air tickets, accommodation, transportation and meals. 	
24	Must be a duly registered Philippine company engaged in the business as an Events Management Company/Project Management Company/ Full-Service EMC with experience in event organization, and implementation. Must be in operation for at least three (3) years.	
25	Must have implemented or participated as an EMC or event organizer in at least three (3) trade or consumer shows with international participation or audience, preferably in Malaysia. <u>The bidder must submit a list of implemented similar projects within the three (3) years together with the technical bid envelope.</u>	

26	<p>QUALIFICATION OF THE KEY PERSONNEL</p> <p>Key Personnel (at least three (3) years of relevant work experience)</p> <ul style="list-style-type: none"> • 1 Project Manager • 1 Project Engineer • 1 Designer • 1 Event Production Director • 1 Event Production Writer • 1 Event Production Photographer <p>Support Staff (with 1 (one) year of relevant experience)</p> <ul style="list-style-type: none"> • At least 2 Administrative/Project Staff <ul style="list-style-type: none"> • The key personnel that would be assigned to the project must not have ongoing six (6) or more projects being handled from December 2024 to January 2025 and must state the same in the <u>Curriculum Vitae (CV) to be submitted together with the technical bid documents.</u> 	
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I hereby certify to comply and deliver all of the above requirements provided on the Section VII. Technical Specification of these bidding documents.

Name of the Company

Signature over Printed Name
of the Authorized Representative

Date

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

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

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (g) 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

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

II. FINANCIAL COMPONENT ENVELOPE

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

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

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

REQUIRED FORMS TO BE SUBMITTED BY BIDDERS

1. Bid Securing Declaration Form
2. Omnibus Sworn Statement

ADDITIONAL FOR GOODS

1. Bid Form for the Procurement of Goods
2. Price Schedule for Goods Offered from Within the Philippines
3. Statement of the Bidder of All Its Ongoing Government and Private Contracts
4. Statement of the Bidder's Single Largest Completed Contract (SLCC)

Bid Securing Declaration Form

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

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

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

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - 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]

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	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: _____

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

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

PROJECT:

LOCATION OF THE PROJECT:

List of all Ongoing Government & Private Contracts within three (3) years including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid

Business Name : _____

Business Address : _____

Name of Contract/ Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		Value of Outstanding Works / Undelivered Portion
			Description	%		Planned	Actual	
Government								
Private								
Total Cost								

Note: This Statement shall be supported with:
 1. Notice of Award, Notice to Proceed, and/or Contract.

Submitted by:

Name of Representative of Bidder : _____
(Printed Name and Signature)

Designation : _____
Date : _____

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

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

PROJECT:

LOCATION OF THE PROJECT:

Single Largest Completed Contract (SLCC) similar to the Contract to be bid within three (3) years, the contract should be at least 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 of 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 Project Completion which must be Satisfactory as additional supporting documents.

Submitted by:

Name of Representative of Bidder : _____
 (Printed Name and Signature)

Position : _____

Date : _____

