

PHILIPPINE BIDDING DOCUMENTS

(As Harmonized with Development Partners)

Procurement of GOODS

Government of the Republic of the Philippines

Procurement of Air Travel Management Services for the 21st World Travel & Tourism Council (WTTC) Global Summit Transportation Requirements

Project Identification Number: DOT-BAC IB 2022-005

**Sixth Edition
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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
***Procurement of Air Travel Management Services for the
21st World Travel & Tourism Council (WTTC) Global
Summit Transportation Requirements
(DOT-BAC IB 2022-005)***

1. The *Department of Tourism (DOT)*, through its *Trust Liability Account* intends to apply the sum of *Forty-Three Million Twenty-Two Thousand Two Hundred Eighty-Nine Pesos and 83/100 (PhP43,022,289.83)*, inclusive of applicable taxes, being the Approved Budget for the Contract (ABC) to payments under the contract for *“Procurement of Air Travel Management Services for the 21st World Travel & Tourism Council (WTTC) Global Summit Transportation Requirements” (Project Identification No. DOT-BAC IB 2022-005)*. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *DOT* now invites bids for the above Procurement Project. Delivery of the Goods is required by *12 to 26 April 2022*. Bidders should have completed, within *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 the Bids and Awards Committee (BAC) Secretariat through the contact details given below and inspect the Bidding Documents as posted on the websites of the DOT and the Philippine Government Electronic Procurement System (PhilGEPS).
5. A complete set of Bidding Documents may be acquired by interested Bidders from *09 March 2022 to 29 March 2022 (8:00 a.m. to 5:00 p.m.)* and *30 March 2022 (until 9:00 a.m.)* from the given address and websites below *and upon payment thru the DOT Cashier of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Twenty-Five Thousand Pesos (PhP25,000.00) OR deposit to:*

Account Name	Department of Tourism-Regular Trust
Account Number	00-0-05002-407-4
Beneficiary's Bank	Development Bank of the Philippines (DBP)
Bank Branch	F. Zobel Branch
Address	809 J.P Rizal corner F. Zobel St., Makati City, Philippines

(Note: Please send a copy of the Transaction Report or any proof of payment at the email address vccervantes@tourism.gov.ph and dot.bac@tourism.gov.ph)

It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of DOT, provided that bidders shall pay the non-refundable fee for the Bidding Documents not later than the submission of their bids.

6. The **DOT** will hold a Pre-Bid Conference on **17 March 2022 at 10:00 a.m.** via online meeting using the Google Meet platform. The prospective bidders are advised to send their email address to the DOT-BAC Secretariat official email at dot.bac@tourism.gov.ph or jpvillamin@tourism.gov.ph not later than 5:00 p.m. on **16 March 2022**.
7. Bids must be duly received by the BAC Secretariat through manual submission **on or before 30 March 2022 at 9:00 a.m.** at the office address indicated below. **Late bids shall not be accepted.**
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 **30 March 2022 at 10:00 a.m.** at the given address below. **Bids will be opened in the presence of the bidder's representative who choose to attend the activity through video conference using the Google Meet platform on 30 March 2022 at 10:00 a.m.**

Prospective bidders who are interested in joining the opening of bids must send the following details to the BAC Secretariat via e-mail at dot.bac@tourism.gov.ph not later than 5:00 p.m. of 28 March 2022.

- **Name of Representative(s) - Maximum of two (2)**
- **Company Name:**
- **Email Address:**
- **Contact No.**

10. All documents shall be current and updated and any missing document in the checklist is a ground for outright rejection of the bid. Bidder shall submit **one (1) original** and **five (5) photocopies** of the first and second components of its bid in sealed envelope.

To facilitate the evaluation of the bids, bidders are advised to follow the arrangement in the checklist when placed in an Envelope, with documents bounded, tabbed and labeled accordingly.

11. The **DOT** 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 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:

Mr. GODOFREDO R. MALDONADO, JR.
Head, DOT-BAC Secretariat
Procurement Management Division
4th Floor, DOT Bldg.
351 Sen. Gil Puyat Ave., Makati City
Telephone Nos. 8459-5200 to 30 Loc. 425
Email Address: grmaldonado@tourism.gov.ph
Facsimile No.: 8459-5200 to 30 Loc. 425
Website Address: www.tourism.gov.ph

13. You may visit the following websites to download a copy of the Bidding Documents:
www.tourism.gov.ph or ***www.philgeps.gov.ph***

(Original Signed)
OIC-USEC. REYNALDO L. CHING
DOT-BAC Chairperson

March 09, 2022

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Department of Tourism – Central Office*, wishes to receive Bids for the *Procurement of Air Travel Management Services for the 21st World Travel & Tourism Council (WTTC) Global Summit Transportation Requirements* with Project Identification Number *DOT-BAC IB 2022-005*.

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 in the amount of *Forty-Three Million Twenty-Two Thousand Two Hundred Eighty-Nine Pesos and 83/100 (PhP43,022,289.83)*. The period for the performance of the obligations under the Contract shall not go beyond the validity of the appropriation for the Project.

2.2. The source of funding is the Trust Liability Account.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to 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 subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **17 March 2022 at 10:00 a.m.** through videoconferencing using the Google Meet platform 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 **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.

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 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 **28 July 2022**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing,

webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

- 17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

20. Post-Qualification

Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR

Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the BDS.

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. experience in serving to international organizations, global events and National Tourism Office event requirements specifically in the areas of ticketing and operation of airline reservation systems;</p> <p>b. completed within three (3) years prior to the deadline for the submission and receipt of bids.</p>
7.1	Subcontracting is not allowed.
12	The price of the Goods shall be quoted DDP <i>Metro Manila</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>a. The amount of not less than <i>PhP860,445.80</i> (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 <i>PhP2,151,114.49</i> (5% of ABC), if bid security is in Surety Bond.</p>
19.3	No further instructions
20.2	No further instructions
21.2	No further instructions

Section IV. General Conditions of Contract

1. **Scope of Contract**

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

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

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

2. **Advance Payment and Terms of Payment**

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

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

3. **Performance Security**

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

4. **Inspection and Tests**

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

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

5. Warranty

- 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

Special Conditions of Contract

GCC Clause	
1	<p>Delivery of the Goods and Services 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 Mr. Ernesto Teston (ernieteston@tourism.gov.ph).</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 style="padding-left: 40px;">a. Performance or supervision of the supplied Goods;</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>
2.2	<i>No further instructions</i>
4	The deliverables shall be subject to the inspection and acceptance of the DOT’s authorized representative(s).

Section VI. Schedule of Requirements

Schedule of Requirements

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Air Travel Management Services for the 21 st World Travel & Tourism Council (WTTC) Global Summit Transportation Requirements	1 lot	PhP43,022,289.83	Anytime between April 12 to 26, 2022 or earlier and as required by WTTC for its Staff and Core Working Group

The project site is within Metro Manila.

*More detailed service requirements and technical specifications are found under **Section VII. Technical Specifications.** *

Conforme:

Name of Bidder's/Representative

Signature

Date

Section VII. Technical Specifications

Technical Specifications

Item	Specification	Statement of Compliance										
		<p><i>[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.]</i></p>										
	<p>DETAILS OF THE EVENT:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Date</td> <td>20 to 22 April 2022</td> </tr> <tr> <td>Approach</td> <td>MICE Bubble with extensive testing and tracing policy</td> </tr> <tr> <td>Host</td> <td>Department of Tourism</td> </tr> <tr> <td>Main Venue</td> <td>Hotel located in Pasay City</td> </tr> <tr> <td>Main Arrival Date</td> <td>17 to 19 April 2022</td> </tr> </table>		Date	20 to 22 April 2022	Approach	MICE Bubble with extensive testing and tracing policy	Host	Department of Tourism	Main Venue	Hotel located in Pasay City	Main Arrival Date	17 to 19 April 2022
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Item	Specification		Statement of Compliance
	Summit Proper	20 to 22 April 2022	
	Departure Date	23 to 26 April 2022 onwards	
	Profile of Delegates	Tourism leaders, key UNWTO officials, tourism ministers, CEOs, Presidents and Chairpersons of large and well-known travel and tourism businesses from all over the world and other key tourism stakeholders/players.	
	Estimated Number of Participating Countries	TBA	
SCOPE OF SERVICES			
SERVICE PROVIDER (TOUR OPERATOR/TRAVEL AGENT):			
<ul style="list-style-type: none"> a. Act as reservation and ticketing agent for the DOT and WTTC Secretariat relative to its 100 hosted WTTC Officials, Consultants and Staff, Keynote Speakers, Summit Media and, Select Delegates b. Provide coordination services relative to the air ticket requirements of the aforementioned 100 listed delegates with the sponsoring airlines particularly on their preferred flight schedule, airport origin and, airline of choice (in case there are two or more 			

Item	Specification	Statement of Compliance														
	<p>sponsoring airlines servicing the same route)</p> <p>c. Reserve, book, pay and issue round-trip business class air tickets for WTTC-hosted delegates from any destination en route to Manila not covered by any or all of the sponsoring airlines.</p> <p>d. For air tickets covered by a sponsoring airline, facilitate payment for any air ticket associated costs such as travel insurance (with covid coverage), taxes, surcharges and any air-ticket related costs not covered by the sponsorship agreement and effect its issuance to the hosted delegate.</p> <p>e. Reservation and ticketing by the service provider should ensure prompt issuance of tickets for all approved delegates.</p>															
	<p>DETAILED SPECIFICATIONS:</p> <table border="1" data-bbox="319 1335 836 2024"> <thead> <tr> <th colspan="2" data-bbox="319 1335 836 1402">SCHEDULE OF REQUIREMENTS AND SPECIFICATIONS</th> </tr> <tr> <th colspan="2" data-bbox="319 1402 836 1491"></th> </tr> </thead> <tbody> <tr> <td colspan="2" data-bbox="319 1491 836 1559">Reservation and Ticketing Requirements</td> </tr> <tr> <td colspan="2" data-bbox="319 1559 836 1783">100 Business Class Round Trip Air Tickets for Officially-sponsored WTTC Officials, Consultants and Staff, Keynote Speakers, Summit Media and Select Delegates, with sample originating countries and safe allocations:</td> </tr> <tr> <td data-bbox="319 1783 606 1895">Europe Zone 1 -London, UK</td> <td data-bbox="606 1783 836 1895">10 air tickets</td> </tr> <tr> <td data-bbox="319 1895 606 1962">Europe Zone 2 - Paris</td> <td data-bbox="606 1895 836 1962">10 air tickets</td> </tr> <tr> <td data-bbox="319 1962 606 2024">Europe Zone 3 -Warsaw/Moscow</td> <td data-bbox="606 1962 836 2024">5 air tickets</td> </tr> </tbody> </table>	SCHEDULE OF REQUIREMENTS AND SPECIFICATIONS				Reservation and Ticketing Requirements		100 Business Class Round Trip Air Tickets for Officially-sponsored WTTC Officials, Consultants and Staff, Keynote Speakers, Summit Media and Select Delegates, with sample originating countries and safe allocations:		Europe Zone 1 -London, UK	10 air tickets	Europe Zone 2 - Paris	10 air tickets	Europe Zone 3 -Warsaw/Moscow	5 air tickets	
SCHEDULE OF REQUIREMENTS AND SPECIFICATIONS																
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100 Business Class Round Trip Air Tickets for Officially-sponsored WTTC Officials, Consultants and Staff, Keynote Speakers, Summit Media and Select Delegates, with sample originating countries and safe allocations:																
Europe Zone 1 -London, UK	10 air tickets															
Europe Zone 2 - Paris	10 air tickets															
Europe Zone 3 -Warsaw/Moscow	5 air tickets															

Item	Specification		Statement of Compliance
	Europe Zone 4 -Zone 4 - Rome	5 air tickets	
	Africa - Central Angola	5 air tickets 5 air tickets	
	Africa – South Africa		
	North America - Florida (farthest point)	25 air tickets	
	South America - Buenos Aires	25 air tickets	
	Asia - Mumbai	10 air tickets	
	TOTAL	100 air tickets	
	<p>Source countries/cities are safe allocations; numbers are estimates and may change. Specific details will be provided as soon as possible.</p> <p>Period of Travel: Anytime between 12 to 26 April 2022 or earlier and as required by WTTC for its Staff and Core Working Group</p> <p>Number of full payment air tickets may vary greatly with the entry of sponsoring airlines, after which, the Service Provider is expected to draw business only from travel facilitation services for each delegate assisted and charge the DOT accordingly, as follows:</p> <ol style="list-style-type: none"> Airline commission or transaction fee - a flat fee regardless of the dollar/peso amount of the transaction. This can be in the form of: <ul style="list-style-type: none"> Airline, reservation and ticketing fee. – the service provider charges a fee for creating an airline reservation and issuing an airline ticket or E-ticket for a client. Airline Cancellation and Refund Fee. This is a fee for cancelling and refunding an airline 		

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	<p>reservation on behalf of the client.</p> <p>The DOT has put aside a budget for the above purposes lumped as Service Fee at US\$30 (maximum) per issued ticket to address this specific requirement.</p> <p>Airline Ticketing Services and Coordination</p> <p>Service provider shall ensure:</p> <p>Transparency: There will be a clear tracking mechanism of travel by class, route, airlines, etc. All travel related expenses should be reported through a dashboard mechanism, ensuring that all data are visualized in order to monitor that all hosted delegates are promptly issued their tickets while monitoring the travel spend and that all transactions are fully itemized and payments are reconciled against individual travel.</p> <p>Better Control: The service is expected to provide the best convenient route, airline and at fairly reasonable airfare rates, subject to flight availability at the time of booking, travel days, stopovers, routes and other reasonable considerations as may be determined in direct coordination with the airline. There should be a tracking mechanism in place for unused tickets as well as travel itinerary changes and cancellations.</p> <p>The service provider is expected to:</p> <ol style="list-style-type: none"> a. promptly issue and deliver tickets and detailed itineraries (in printed and electronic format) to both DOT Transport Committee and the hosted delegate. <p>For the DOT issuance, the ticket should show the fare type and providing the fare restrictions, if any, with resulting cost implications;</p> <ol style="list-style-type: none"> b. provide regular daily feedback on status of the flight for wait-listed bookings; 	

Item	Specification	Statement of Compliance
	<p>c. reconfirm and revalidate airline tickets,</p> <p>d. provide information on tickets schedules.</p> <p>Hosted Delegates should be able to access their itineraries across various devices (online through mobile or tablet, among others)</p> <p>The DOT/WTTC should provide the service provider for the list of officially hosted WTTC Officials and Technical Consultants, Keynote Speakers, Summit Media and Select Delegates and should refer to this list for flight booking, coordination and issuance.</p> <hr/> <p>Terms and Conditions</p> <p>A. FOR AIR TICKETS NOT COVERED BY A SPONSORING AIRLINE:</p> <p>In case of air ticket not covered by a sponsoring airline, the following terms and conditions shall apply:</p> <ul style="list-style-type: none"> - Ticket must be rebookable/refundable - Inclusive of Travel Insurance (with COVID-19 coverage) - Includes taxes, surcharges and other airline-related air ticket costs, etc. - Hosted WTTC delegates will pay for any excess of the allowed business class luggage/ kilo allowance. - For WTTC hosted air travel to Manila not covered by sponsoring airlines, it is mandated that the supplier should provide the lowest available business class fares and research alternative itineraries with the same and different airlines taking into consideration flight availability at the time of booking, travel days, stopovers, routes, and other reasonable consideration as may be determined. 	

Item	Specification	Statement of Compliance
	<ul style="list-style-type: none"> - A minimum of three (3) flight options shall be provided for the covered trip. The hosted WTTC delegate shall be consulted and advised of the most appropriate option – usually, the cheapest option. - The service provider shall advise market practices and trends that could result in further savings for the DOT, including the use of corporate travel booking tools, group discounts, etc. - The supplier shall negotiate to the maximum extent possible discount rates where applicable, in cases when the route is not covered by a sponsoring airline. <p>B. AIR TICKET COVERED BY A SPONSORING AIRLINE:</p> <p>In case of air ticket covered by a sponsoring airline, the service provider should make sure that the:</p> <ul style="list-style-type: none"> - Ticket must be rebookable/refundable - Inclusive of Travel Insurance (with COVID-19 coverage) - Includes taxes, surcharges and other airline-related air ticket costs, etc. - Hosted WTTC delegates will pay for any excess of the allowed business class luggage/ kilo allowance. - Coordinate with all sponsoring airlines to ascertain reservation, booking, payment and ticketing channels - Pay for any air ticket cost (travel insurance, taxes, surcharges, any airline-related cost) not covered by the sponsorship agreement - Be guided that hosted WTTC delegates shall pay for any excess of the allowed business class luggage/ kilo allowance. 	

Item	Specification	Statement of Compliance
	<ul style="list-style-type: none"> - If the route is covered by a sponsorship agreement with an airline, then the service provider has to coordinate with the airline for the special rate, promo code, appropriate channel arrangement and settle such cost not covered by the sponsorship. - For all flight offers sent and/or provisional reservations made not covered by any sponsoring airline, the service provider shall clearly indicate the expiration time or ticketing issuance deadline, in order to avoid change of fares. - The service provider shall provide travelers with relevant information on official destinations, e.g., visa requirements, security procedures, airport transfers and transportation facilities, local points of interest, currency restrictions/regulations, health precautions, weather conditions, etc. - Moreover, the service provider shall promptly notify travelers of airport closures, delayed or cancelled flights, as well as other changes that might affect or would require preparation from travelers, sufficiently before the departure time. - The agency shall send an itemized listing of all issued air tickets to DOT specifying the name of the traveler, the itinerary and the dates. It should be arranged in a chronological arrival to ascertain the schedule of all arriving delegates for reception, facilitation and hotel transfers. The invoice should show the breakdown of costs (airfare cost + agency fee, etc). The DOT would prefer to 	

Item	Specification	Statement of Compliance
	<p>receive a consolidated yet detailed list per country origin based on advised allocation or issuance.</p> <hr/> <p>Travel Cancellation/Rebooking</p> <p>The Service Provider shall:</p> <ol style="list-style-type: none"> a. assist with changes, re-routings or cancellations requested by the hosted delegates and re-issue tickets in conformity with such requests; b. immediately process refunds for cancelled travel, unutilized pre-paid tickets and credit these to the DOT account as expeditiously as possible; c. refund tickets within one (1) month or less; d. limit refund charges at carrier rate only, i.e. no additional charges will accrue to the service provider; e. take care that cancellation fees and change reservation date charges imposed by airlines are avoided and absorb cancellation fees and change reservation date charges which are not due to the DOT or the traveler's fault; f. report back to the DOT on the status of ticket refunds. <hr/> <p>Availability of Other Services as May Be Requested</p> <ul style="list-style-type: none"> • Excess Baggage/Lost Baggage <p>In cases of excess baggage, the service provider shall advise the hosted delegate of the standing policy and request them to pay using their personal account.</p> <p>For lost baggage, the service provider may assist the delegate in securing its lost luggage whereabouts and facilitating its delivery to the delegate.</p>	

Item	Specification	Statement of Compliance
	<p>• Emergency Services, e.g., sickness, injury, etc.</p> <p>In cases when the delegate gets sick, the service provider may assist by calling concerned authorities and delegate's travel insurance company.</p> <hr/> <p>Management Reporting System</p> <p>The Service Provider shall:</p> <ol style="list-style-type: none"> a. consolidate all travel data into one report which can be downloaded automatically at any time; b. produce travel summary analytics on the 100 hosted delegates and call the attention of the DOT for any delegate not yet reserved, booked and issued their air tickets. <hr/> <p>Billing and Invoice</p> <p>The Service Provider shall:</p> <ol style="list-style-type: none"> a. bill the DOT based on actual bookings and cost made (with breakdown of ticket cost, service fee, insurances, taxes, etc.) b. send an official invoice promptly to DOT with cost breakdown <hr/> <p>Payment shall be based on actual bookings and purchased/paid air tickets which include travel insurance, taxes and surcharges</p> <hr/> <p>ELIGIBILITY</p> <p>Bidders must demonstrate that they have in place all equipment, facilities and experienced personnel necessary to carry out professional services for the WTTC Global Summit</p>	

Item	Specification	Statement of Compliance
	<p>The transport service company must meet the following minimum requirements:</p> <ol style="list-style-type: none"> a. Accredited IATA (International Air Transport Association) Travel Agent duly licensed in the Philippines; b. Have a good track record of serving international organizations, global events and National Tourism Office event requirements; c. Financial soundness as shown in the Technical and Financial documents required under Bidding Documents d. Maintains reliable facilities of online bookings/airline reservations (please specify in the Technical Bid Proposal what online reservation systems are in place); e. Commitment to delivery products and services in accordance to performance standards specified in this TOR; f. Department of Tourism accredited g. Must have Philippine Government Electronic Procurement System (PHILGEPS) Certificate of Registration- Platinum <p>The successful bidder shall assign a minimum of one (1) Division/Sector with at least a minimum of three (3) personnel to handle DOT and WTTC requests and requirements and shall assign a focal point person for communication purposes. The focal person will have the following qualifications:</p> <ul style="list-style-type: none"> • Minimum of 3 years of previous experience specifically in the 	

Item	Specification	Statement of Compliance
	<p>areas of ticketing and operation of airline reservation systems</p> <ul style="list-style-type: none"> • Availability to respond to urgent queries outside of business hours, during weekends and/or national holidays <p>*Attach the CV of the Focal Person identified showing the qualifications.</p> <p>In addition, the service provider shall have a contingency replacement plan during periods of vacations and/or illness of the focal person. In case of emergency, the service provider should have a business continuity plan enabling it to support the DOT and WTTC operations, if needed.</p> <p>Official email address/es should be provided for coordination and ticket issuances and must be open to attend meetings when required.</p>	

Conforme:

Name of Bidder's/Representative

Signature/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 **(Annex “A”); 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 (Note: This statement shall be supported with end-user’s acceptance or official receipt(s) or sales invoice issued for the contract) **(Annex “B”); 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 **(Annex C”); and**
- (e) Conformity with the Technical Specifications **(Section VII)**, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable **(Section VI); and**
- (f) Original duly signed Omnibus Sworn Statement (OSS) **(Annex “D”); 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) **(Annex “E”);**
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 **(Annex “F”); and**
- (j) Original of duly signed and accomplished Price Schedule(s) **(Annex “G”).**
(Bidder must show cost breakdown of tickets, insurances, surcharges, and the corresponding service fee. The Source countries/cities indicated as safe allocations or estimate breakdown in the Technical Specifications must be used as basis for the bid price.)

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

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

