



PHILIPPINE BIDDING DOCUMENTS

Procurement of a Service Provider for the
DOT Communication Response Hotline

DOT-BAC IB No. 2023-008

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 FOR THE Procurement of a Service Provider for the DOT Communication Response Hotline

1. The *Department of Tourism (DOT)* through the *Government Appropriations Act (GAA) for FY 2023* intends to apply the sum of **Fourteen Million Five Hundred Thousand Pesos (PhP14,500,000.00)** being the ABC to payments under the contract for the procurement of a service provider for the DOT Communication Response Hotline (DOT-BAC IB No. 2023-008). 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 within the dates provided in the Schedule of Requirements and Technical Specifications. Bidders should have completed, within **two (2) 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 DOT-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 on **March 29 to April 17, 2023 (8:00 a.m. to 5:00 p.m.) and April 18, 2023 (up to 9:00 a.m. only)** from the address below **and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of PhP25,000.00.**

The payment of bidding documents fee shall be made to the DOT Cashier located at the Ground Floor, DOT Bldg., 351 Sen. Gil Puyat Avenue, Makati City.

Or deposited 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 proof of payment at the email address mpsingzon@tourism.gov.ph / 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 ***April 5, 2023 (10:30 A.M.)*** at the DOT Bldg., 351 Sen. Gil Puyat Avenue, Makati City which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before ***9:00 A.M. of April 18, 2023***. 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 ***April 18, 2023 (10:30 A.M.)*** at the 4f Conference Room, DOT Bldg., 351 Sen. Gil Puyat Avenue, Makati City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
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 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:

Mr. Godofredo R. Maldonado, Jr.
Head, BAC Secretariat
Procurement Management Division
4th Floor DOT Bldg., 351 Sen. Gil Puyat Avenue, Makati City
Email Address: grmaldonado@tourism.gov.ph /dot.bac@tourism.gov.ph
Telephone No. 8459-5200 to 30, local 425
Website Address: www.tourism.gov.ph

13. You may visit the following websites:

For downloading of Bidding Documents: www.philgeps.gov.ph /www.tourism.gov.ph

March 27, 2023

(Sgd.)

ASEC. REYNALDO L. CHING
BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *DOT* wishes to receive Bids for the *Procurement of a Service Provider for the DOT Communication Response Hotline* with identification number *DOT-BAC IB No. 2023-008*.

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 FY 2023 in the amount of Fourteen Million Five Hundred Thousand Pesos (PhP14,500,000.00).

2.2. The source of funding is the General Appropriations Act (GAA) for FY 2003.

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 *April 5, 2023 (10:30 A.M.)* 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 *two (2) 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 *August 16, 2023*. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one (1) original copy and five (5) photocopies of the first and second components of its Bid.

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring 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 may be. 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 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

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar in nature to the Project to be bid, completed within two (2) years prior to the deadline for the submission and receipt of bids
7.1	Subcontracting is not allowed
12	Not applicable
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 P290,000.00 equivalent to 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; b. The amount of P725,000.00 equivalent to not less than <i>five percent (5%) of ABC</i>, if bid security is in Surety Bond.
19.3	The Approved Budget for the Contract (ABC) is Fourteen Million Five Hundred Thousand Pesos (PhP14,500,000.00)
20.1	No further instructions
21.1	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 the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184. *{[Include if Framework Agreement will be used:]} In the case of Framework Agreement, the Bidder may opt to furnish the performance security or a Performance Securing Declaration as defined under the Guidelines on the Use of Framework Agreement.*

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project *{[Include if Framework Agreement will be used:]} or Framework Agreement* specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section 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 <i>at the DOT-Central Office, DOT Bldg. 351 Sen. Gil Puyat Avenue, Makati City</i>. 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:</p> <p>Name of End-user: Ms. Louis Carla Mae Ayao Office: Branding and Marketing Communications Address: 3rd Floor, DOT Bldg., 351 Sen. Gil Puyat Ave., Makati City Telephone No.: 8459-5200 to 5230 loc. 302 Email Address:</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><i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

- e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
- f. *[Specify additional incidental service requirements, as needed.]*

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

Select appropriate requirements and delete the rest.

1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
2. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the costs thereof are included in the contract price.

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

Spare parts or components shall be supplied as promptly as possible, but in any case, within *[insert appropriate time period]* months of placing the order.

	<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 proposed payment scheme for the project will be billed progressively upon completion of the following milestones:</p> <table border="1" data-bbox="368 1128 1385 1912"> <thead> <tr> <th colspan="2" data-bbox="368 1128 1219 1167">Milestones</th> <th data-bbox="1219 1128 1385 1167">Payment</th> </tr> </thead> <tbody> <tr> <td data-bbox="368 1167 799 1279">Mobilization, Training, and Set-up of System Infrastructure and Workstations</td> <td data-bbox="799 1167 1219 1279">Must be accomplished within 45 days after receipt of NTP</td> <td data-bbox="1219 1167 1385 1279">15%</td> </tr> <tr> <td data-bbox="368 1279 799 1352">Submission of Monthly Report</td> <td data-bbox="799 1279 1219 1352">Must be accomplished within month 4</td> <td data-bbox="1219 1279 1385 1352">10%</td> </tr> <tr> <td data-bbox="368 1352 799 1426">Submission of Monthly Report</td> <td data-bbox="799 1352 1219 1426">Must be accomplished within month 5</td> <td data-bbox="1219 1352 1385 1426">10%</td> </tr> <tr> <td data-bbox="368 1426 799 1500">Submission of Monthly Report</td> <td data-bbox="799 1426 1219 1500">Must be accomplished within month 6</td> <td data-bbox="1219 1426 1385 1500">10%</td> </tr> <tr> <td data-bbox="368 1500 799 1574">Submission of Monthly Report</td> <td data-bbox="799 1500 1219 1574">Must be accomplished within month 7</td> <td data-bbox="1219 1500 1385 1574">10%</td> </tr> <tr> <td data-bbox="368 1574 799 1648">Submission of Monthly Report</td> <td data-bbox="799 1574 1219 1648">Must be accomplished within month 8</td> <td data-bbox="1219 1574 1385 1648">10%</td> </tr> <tr> <td data-bbox="368 1648 799 1722">Submission of Monthly Report</td> <td data-bbox="799 1648 1219 1722">Must be accomplished within month 9</td> <td data-bbox="1219 1648 1385 1722">10%</td> </tr> <tr> <td data-bbox="368 1722 799 1796">Submission of Monthly Report</td> <td data-bbox="799 1722 1219 1796">Must be accomplished within month 10</td> <td data-bbox="1219 1722 1385 1796">10%</td> </tr> <tr> <td data-bbox="368 1796 799 1870">Submission and approval of Terminal Report</td> <td data-bbox="799 1796 1219 1870">Must be accomplished right after completion of service</td> <td data-bbox="1219 1796 1385 1870">15%</td> </tr> <tr> <td colspan="2" data-bbox="799 1870 1219 1912" style="text-align: right;">TOTAL</td> <td data-bbox="1219 1870 1385 1912">100%</td> </tr> </tbody> </table>	Milestones		Payment	Mobilization, Training, and Set-up of System Infrastructure and Workstations	Must be accomplished within 45 days after receipt of NTP	15%	Submission of Monthly Report	Must be accomplished within month 4	10%	Submission of Monthly Report	Must be accomplished within month 5	10%	Submission of Monthly Report	Must be accomplished within month 6	10%	Submission of Monthly Report	Must be accomplished within month 7	10%	Submission of Monthly Report	Must be accomplished within month 8	10%	Submission of Monthly Report	Must be accomplished within month 9	10%	Submission of Monthly Report	Must be accomplished within month 10	10%	Submission and approval of Terminal Report	Must be accomplished right after completion of service	15%	TOTAL		100%
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4	The deliverables shall be subject to the inspection and acceptance of the project officer.																																	

Section VI. Schedule of Requirements

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
	Procurement of a Service Provider for the DOT Communication Response Hotline	One (1) lot	One (1) lot	The service shall be for a period of 12 months, to commence upon receipt of the Notice to Proceed
	Set up and Configuration of the Contact Center			
	Training of Agents, Supervisors and IT administrators			
	Testing, Maintenance and Technical Support			
	Call Recordings			
	Reports			

*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

DESCRIPTION	Statement of Compliance ¹
<p>I. Overview and Background</p> <p>As the coronavirus COVID-19 pandemic presented the tourism sector with a major and evolving challenge against a backdrop of travel restrictions, it was seen as crucial to frame efficient ways for the organization not to lose social and business interaction amidst the trying times.</p> <p>One of the major challenges the tourism sector had to address was when the Philippine government imposed enhanced community quarantines across the region in March 2020. The lockdown resulted in restricted movement, cancellation of flights and closed local borders. Local and international tourists were stranded and were desperate to be assisted.</p> <p>In response, the Department of Tourism activated all its divisions and regional offices to ensure that tourists are assisted and/or are able to return home safely, whether it be internationally or locally. Social media, specifically Facebook, became a platform where tourists could report their situation and communicate with DOT.</p> <p>Led by the Office of Public Affairs and Advocacy, DOT launched the 24-7 DOT COMMUNICATION RESPONSE HOTLINE. This command center facilitated and assisted all queries and concerns from all the stranded foreign and local tourists all over the Philippines including manning DOT’s social media platform.</p> <p>The 24-7 DOT COMMUNICATION RESPONSE HOTLINE was manned by officers from the various divisions of DOT, where the staff had to multitask—conduct official roles within DOT while also responding and assisting tourists who reached out via the command center.</p> <p>As the country has reopened its borders and gradually lifted its travel restrictions, the country’s tourism sector has yet to recover. In anticipation of the continued growth of tourist arrivals in the new normal and to restore the confidence of travelers to visit the beautiful destinations in the country, there is an urgent need</p>	

¹ 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.

to establish a team that will be in charge to continuously assist the concerns and queries of foreign and local tourists.

In line with this, and to further strengthen the DOT COMMUNICATION RESPONSE HOTLINE, the Branding and Marketing Communications Office will be procuring an Information Communications Technology Agency (ICT) that will manage a team that will be in charge of the DOT COMMUNICATION RESPONSE HOTLINE.

II. Objectives

Entry and exit travel protocols during the pandemic had brought a lot of confusion to travelers. As the country is slowly putting the travel restrictions at ease, travel procedures are modifying as well.

Thus, this project aims to:

- A. Launch a 24/7 communications response hotline which caters all travel and department-related concerns and inquiries of both local and international tourists
- B. Restoring local and international travelers confidence to travel safely again
- C. Enhancement of overall tourist experience through catering their inquiries and concerns
- D. Strengthens the public relations of the department and travelers by providing them right information about safe traveling

III. Scope of Work and Deliverables

1. The Agency will create a 24-7 DOT COMMUNICATION RESPONSE HOTLINE and be able to establish the operations, structure, manpower, equipment required.
2. Create an organizational structure that will allow the effective operation of the DOT COMMUNICATION RESPONSE HOTLINE. This includes the hiring, training and management of the team's day to day operations.
3. Provide the required technical equipment, digital subscriptions and services that will ensure the operation of the DOT COMMUNICATION RESPONSE HOTLINE. The Agency will also be responsible for the procurement of the technical equipment, digital subscriptions and services.
4. Ensure that there is 24-7 DOT COMMUNICATION RESPONSE HOTLINE and that all communication and required assistance by local and international tourists are addressed.
5. Submit daily, monthly and weekly reports to the Branding and Marketing Communications Office and Information Technology Division.

Scope of Work	Deliverables
Setup and configuration of the Contact Center	<ol style="list-style-type: none"> 1. A 24/7 Communication Response Hotline center that will cater inquiries through, but not limited to: <ol style="list-style-type: none"> a. Calls b. Voicemail c. E-mail d. Messenger Chatbots 2. At least 7 agent seats at the vendor's contact center facility/ support team, one (1) Project Leader, and one (1) Quality Assurance Officer 3. Contact center is Off-site. 4. Setup and install redundant internet lines at the Vendor call center facility without integration to existing DOT Network Infrastructure. 5. The vendor must provide internet line for use of agents for internet browsing when necessary. 6. The Contact Center as a Service (DOT hotline center) must be cloud-based, flexible, scalable and able to integrate to the application system. 7. The call center agents must be provided with Headsets with noise cancellation features/ The call center agents at the vendor site must be provided with individual workstations throughout the duration of the contract. 8. Provide a draft IVR scripts and recommended call flow and routing 9. Report and call must be customizable
Training of Agents, Supervisors and IT administrators	<ol style="list-style-type: none"> 1. Provide Administration, Agent and Supervisor training.
Testing, Maintenance and Technical Support	<ol style="list-style-type: none"> 1. Provide User Acceptance Testing and documentation. 2. The vendor must be able to provide 24/7 Help Desk and Technical support on its own Call Center Facility. 3. Provide software troubleshooting and support, system diagnostic and future software release updates

	<p>4. The vendor must be able to provide emergency service outside normal working hours on its own Call center facility</p> <p>(Holidays/Saturdays/Sundays)</p>	
<p>Call Recordings</p>	<ol style="list-style-type: none"> 1. The CRM application is expected to be capable of auto-dumping recording to a public cloud. The vendor will provide an Enterprise Storage as a Service (STaaS) that is capable to archive the selected call recording for one (1) year-STaaS will only receive the files from the CRM application. 2. Archive of selected recordings for at least 1 year - Tracking call volume and call arrival patterns 3. After the subscription of contract, all recordings should be downloaded from the Cloud Storage - The client can download if from their own, or, they can raise a ticket to the vendor for assistance to download it on their behalf. The client needs to provide a physical hard drive to store the archive recordings 	
<p>Reports</p> <p>The agency must submit a digital and printed copy of the terminal report, covering all aspects of the project from planning to execution.</p> <p>It must include insights, analysis, recommendations, and evaluations of the hotline center.</p>	<ol style="list-style-type: none"> 1. Provide performance Standards Summary Report to DOT which includes daily, weekly, and monthly reports 2. Provide Historical Reports retrieval and retention (5 years) – Based on the subscribed contract 3. Submit Incident Reports 	

IV. Scope of Price Proposal, Schedule of Payment, and Budget Allocation

1. The service shall be for a period of 12 months, to commence upon the receipt of the Notice to Proceed.
2. The Approved Budget of Contract (ABC) for the project is Fourteen Million Five Hundred Thousand pesos (**Php 14,500,000.00**) inclusive of all applicable taxes, commissions, bank charges, and other fees as may be incurred in the process;
3. The budget is inclusive of technical equipment, training fees, software, telecommunication charges, and remote site network connectivity.
4. The budget is inclusive of change orders, modification of applications, and other professional services.
5. The proposed payment scheme for the project will be billed progressively upon completion of the following milestones:

Milestones		Payment
Mobilization, Training, and Set-up of System Infrastructure and Workstations	Must be accomplished within 45 days after receipt of NTP	15%
Submission of Monthly Report	Must be accomplished within Month 4	10%
Submission of Monthly Report	Must be accomplished within Month 5	10%
Submission of Monthly Report	Must be accomplished within Month 6	10%
Submission of Monthly Report	Must be accomplished within Month 7	10%
Submission of Monthly Report	Must be accomplished within Month 8	10%
Submission of Monthly Report	Must be accomplished within Month 9	10%
Submission of Monthly Report	Must be accomplished within Month 10	10%
Submission and approval of Terminal Report	Must be accomplished right after completion of service	15%
TOTAL		100%

V. Qualifications

1. Subcontracting is not allowed.
2. The bidder must be majority Filipino-owned and in the Philippines.
3. The bidder must have similar nature and completed contract of service for the past two (2) years from the time of submission and opening of the bids with an aggregate amount of at least fifty percent (50%) of the Approved Budget of the Contract.
4. The bidder must conform with the Standard Labor Code in the Philippines-Law.
5. Proposed storage as a service (STaas) must be an in-country public cloud provider in the Philippines.
6. STaas must be offered as a managed service with 24x7 support

VI. Technical Requirements

SPECIFICATIONS
Infrastructure at Vendor Contact Center Facility
<ul style="list-style-type: none"> • Workstations and necessary technical equipment provided including headsets with noise cancellation features
<ul style="list-style-type: none"> • Back-up Power Supply during Call Hours
<ul style="list-style-type: none"> • Call Center Telephony System for DOT - Function is telephony, reports and calls recording
<ul style="list-style-type: none"> • Reporting - Produce real-time and Historical call reports
<ul style="list-style-type: none"> • Two local loops and/or two backbone carriers
<ul style="list-style-type: none"> • Infrastructure and Connectivity supports at least 99% uptime; IPV6
Call Center Provider
<ul style="list-style-type: none"> • Customer Service Representative to: <ul style="list-style-type: none"> • Answer non-complex inquiries • Resolves non-complex inquiries (90%) • Completes all customer call records all call logs to produce call reports • Upon employment, provision of certificate of satisfactory services from their past employer/s
<ul style="list-style-type: none"> • Call Center Manager <ul style="list-style-type: none"> • Upon employment, provision of certificate of satisfactory services from their past employer/s • At least 10 years in the call center industry • Must provide CV

<ul style="list-style-type: none"> • Technical Support for IT and Equipment related support 	
<ul style="list-style-type: none"> • All technical support and maintenance for IT and equipment used at the call center facility should be supported in-house by the Vendor 	
Services	
<ul style="list-style-type: none"> • Operation Hours: 24/7 by shifting of schedule Provide, operate the DOT contact center at the specified shifts 	
<ul style="list-style-type: none"> • Response to tourism-related inquiries 	
<ul style="list-style-type: none"> • Record and store all transaction in database (Customer Relationship Management) 	
<ul style="list-style-type: none"> • Provide Agents Productivity Reports 	
<ul style="list-style-type: none"> • Provide remote monitoring capability 	
<ul style="list-style-type: none"> • Quality Assurance monitoring and reporting 	
<ul style="list-style-type: none"> • Devise, recommend and employ technology process improvements to maintain reliable capabilities 	
<ul style="list-style-type: none"> • Gathering of information and resolution of stakeholder concerns/questions, top call drivers for a weekly performance review 	
<p>VII. Implementation</p> <p>The implementation of the Communication Hotline response center shall be sixty (60) calendar days after receipt of notice to proceed.</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 (**Annex “B”**), 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**
(Note: This statement shall be supported with certification of satisfactory performance or end-user’s acceptance or official receipt(s) or sales invoice issued for the contract; 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 (**please refer to Section VII of the bidding documents**), which may include production/delivery schedule, manpower requirements, and/or after-sales/parts (**please refer to Section VI of the bidding documents**); **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) (**Annex “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

- (a) Original of duly signed and accomplished Financial Bid Form (**Annex “F”**) **and**
- (b) Original of duly signed and accomplished Price Schedule(s) (**Annex “G”**).