

PHILIPPINE BIDDING DOCUMENTS

**PROCUREMENT OF GROUND HANDLING/TOUR
OPERATOR FOR THE PHILIPPINES HOP-ON HOP-
OFF (HOHO) LAYOVER TOUR BENCHMARKING
ACTIVITY**

Reference No. : DOT-NCR-IB No. 2024-05-001

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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 PROCUREMENT OF GROUND HANDLING/TOUR OPERATOR FOR THE PHILIPPINES HOP-ON HOP-OFF(HOHO) LAYOVER TOUR BENCHMARKING ACTIVITY DOT-NCR-IB No. 2024-05-001

1. The *Department of Tourism – National Capital Region (DOT-NCR)*, through the General Appropriation Act 2024 intends to apply the sum of ***Two Million Forty-Five Thousand Seven Hundred Eighty (Php 2,045,780.00)*** being the total ABC to payments under the contract for ***Procurement of Ground Handling/Tour Operator for the Philippines Hop-On Hop-Off (HOHO) Layover Tour Benchmarking Activity DOT-NCR-IB No. 2024-05-001***. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The DOT-NCR 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 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 ***DOT-NCR BAC Secretariat*** through the contact details given below during ***8:00 am to 3:00 pm Monday to Friday Excluding holidays*** and inspect the Bidding Documents as posted on the website of the ***DOT*** and at the ***Philippine Government Electronic Procurement System (PhilGEPS)***.
5. A complete set of Bidding Documents may be acquired by interested Bidders on ***May, 02, 2024 to May 21, 2024 (8:00 am to 3:00 pm) and May 22, 2024 (until 9:00 am)*** from the given address and website(s) 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 Five Thousand Philippine Peso (PhP 5, 000.00)*** OR deposited to:

Account Name	Department of Tourism - NCR MDS Trust Receipt Account
Account Number	002005-9028-54
Beneficiary's Bank	Land Bank of the Philippines (LBP)
Bank Branch	Buendia Branch
Address	Ground Floor, NAPOLCOM-NCR Bldg., 371 Sen. Gil Puyat Ave., Makati City

(Note: Please send copy of the Transaction report or any proof of payment at the email address dotncr.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-NCR** will hold a Pre-Bid Conference¹ *on May 8, 2024 (tentatively) at 10 am* to be held at the **3rd Floor DOT-NCR Bldg., No. 7840 Makati Avenue, Brgy. Poblacion, 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 May 22, 2024 at 9:00 am* only 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 May 22, 2024 at 10:00 am at the given address below. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

The Opening of Bids will be conducted at the 3rd Floor, DOT-NCR Bldg., No.7840 Makati Avenue, Brgy. Poblacion, Makati City on May 22, 2024 at 10 am.

10. All documents shall be current and updated and ***any missing documents 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-NCR** 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.

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

12. For further information, please refer to:

Mr. LAWRENCE J. ALCANTARA
Head, DOT-NCR BAC Secretariat
General Services Unit
Ground Floor, DOT-NCR Bldg.
7840 Makati Avenue
Brgy. Poblacion, Makati City
Email Address: dotncr.bac@tourism.gov.ph

13. You may visit the following websites:

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

02 May 2024

(original signed)
VICTORIA MARGARITA V. PAJE
DOT-NCR BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Department of Tourism- National Capital Region (NCR)* wishes to receive Bids for the *Procurement of Ground Handling for the Philippines Hop-On Hop-Off (HOHO) Layover Tour and Benchmarking Activity*, with identification number *DOT-NCR-IB No.2024-05-001*.

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 *General Appropriations Act 2024* in the amount of *Two Million Forty-Five Thousand Seven Hundred Eighty (PhP 2,045,780.00.00)*.

2.2. The source of funding is General Appropriations Act .

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 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 **May 8, 2024** at **10 am** to be held at the 3rd Floor, DOT-NCR Bldg., 7840 Makati Ave., Brgy. Poblacion, Makati City 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 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 **Section VII (Techniccal 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 Declaration² 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 ***September 01, 2024***. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid as indicated in **paragraph 10 of IB**. 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**.

² In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

17. 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 maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as 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

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. <i>Project with the same nature as the project to be bid; ground handling services</i> b. completed within <i>five (5) years</i> prior to the deadline for the submission and receipt of bids.
7.1	<i>Subcontracting is allowed</i>
12	<i>Not applicable.</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> <ul style="list-style-type: none"> a. The amount of not less than <i>two percent (2%) (PhP40,915.60)</i> if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than <i>five percent (5%) (PhP 102,289.00)</i> if bid security is in Surety Bond.
19.3	<i>No further instructions</i>
20.2	<i>No further instructions</i>
21.2	<i>No further instructions</i>

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>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 <i>[indicate name(s)]</i>.</p> <p><i>Mr. Gregorio G. Limpin IV</i> <i>Ms. Collins Karla E. Telmo</i> <i>Project Officers</i> <i>Tourism Development Division</i> <i>gglimpin@tourism.gov.ph</i></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> <ul 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
	<ul style="list-style-type: none"> 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. <i>[Specify additional incidental service requirements, as needed.]</i> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p>

	<p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> 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. <p>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.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [<i>indicate here the time period specified. If not used indicate a time period of three times the warranty period</i>].</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within [<i>insert appropriate time period</i>] months of placing the order.</p>
	<p>Packaging –</p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods’ final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p>

	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>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>

	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>Regular and Recurring Services –</p> <p><i>[In case of contracts for regular and recurring services, state:]</i> “The contract for regular and recurring services shall be subject to a renewal whereby the performance evaluation of the service provider shall be conducted in accordance with Section VII. Technical specifications.”</p>
2.2	<i>Partial payment is not allowed, state</i>
4	<i>The deliverables shall be subject to the inspections and acceptance of the Project Officers.</i>

Section VI. Schedule of Requirements

Schedule of Requirements

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	Tour Operator and Ground Handling Services for Incheon Korea and Singapore and Benchmarking attire and tokens	1 lot	1 lot	June 15, 2024

- More specific scope and deliverables in 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>Project Objectives</p> <p>As a pioneering project in the country, this initiative aims to establish a seamless customer journey for layover tours within the Hop-On Hop-Off Travel program. Through benchmarking, we seek to harness valuable insights gathered from international experiences and the</p>	

	<p>implementation of layover tour initiatives in the Philippines. Specifically,</p> <ul style="list-style-type: none"> a. Identify best practices from other countries that implement layover tours, specifically processes in operational efficiencies, (i.e., Immigration, Quarantine, Customs) tour itineraries, marketing strategies, partnership models and customer experiences; b. Adapt strategies to the local context that is applicable to the Philippine setting; c. Build partnerships with tourism stakeholders, airports, tour operators, and government agencies in other countries that can facilitate knowledge sharing, collaboration, and capacity building in the development and implementation of layover tour programs; d. Pursue the DOT's direction under the leadership of Secretary Ma. Esperanza Christina Garcia Frasco focusing on her three-pronged thrust of connectivity, convenience and equality and the 7-point agenda particularly on improvement of tourism infrastructure and accessibility, cohesive and comprehensive digitalization and connectivity, enhancement of overall tourist experience, equalization of tourism product development and promotion, diversification of portfolio through multidimensional tourism, maximization of domestic tourism and strengthening tourism governance through collaboration with LGUs and stakeholders; e. Reinforce the National Tourism Development Plan (NTDP) 2023-2028, which envisions developing a globally competitive, environmentally sustainable and socially responsible tourism industry that promotes inclusive growth through employment generation and equitable distribution of income thereby 	
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	<p>contributing to building a foundation for a high-trust society;</p> <p>f. Abide by the UN Sustainable Development Goals through its 17 goals among which are decent work and economic growth, reduced inequalities, sustainable cities and communities, life on land and partnerships for the goals.</p>	
	<p>Minimum requirements of Tour Operator:</p> <p>A. Must be accredited by the Department of Tourism;</p> <p>B. Must be engaged in the business as a travel and tour operator for at least two (2) years from the date of the opening of bids with experience and expertise in outbound (foreign) travel, providing logistical requirements, tour operator services for tours, events, and the likes;</p> <p>C. Must have experience in organizing and coordinating travel arrangements and have handled at least two (2) similar and/or related arrangements.</p> <p>D. Must have engaged with the Department of Tourism – NCR for the past two (2) years.</p> <p>E. Must show proof that the company has handled at least two (2) outbound projects in South Korea.</p> <p>F. Must allow flexible rebooking dates for accommodation with minimal fees, if applicable;</p> <p>G. Provision of first aid medical kit for the group;</p> <p>H. Willing to provide services on send-bill arrangement.</p>	

A. Specifications:


INCHEON, KOREA			
Item Description	Quantity	Unit Cost	Total Cost
Tour Operator and Ground Handling Services for Incheon Korea (Include Airfare, Accommodation, Tour Fees and Briefing Meetings with Incheon Airport Officials)			₱954,900.00
Group Visa for 14 pax x PHP 2,700/ pax	14	2,700.00	₱37,800.00
Travel Insurance 14 pax x PHP 2,000.00/ pax	14	2,000.00	₱28,000.00
Airfare: 13 pax Manila-Incheon – June 17, 2024 (Morning flight) with at least 20kg baggage allowance per pax	13	16,000.00	₱208,000.00
Additional Baggage for Tokens (MNL-ICN) 3 pax	3	11,300.00	₱33,900.00
PH Travel Tax 14 pax x PHP 1,700.00	14	1,700.00	₱23,800.00
Land Arrangement <ul style="list-style-type: none"> Land Arrangements for 14 pax 2 Nights 3 Star Hotel Accommodation in Incheon Land transportation based on itinerary Local Guide and coordinator throughout the duration of the tour 	14	40,557.14	₱567,800.00
Transit Tour Fees Paid Tour: USD 6 / pax Gyeongbokgung Palace, Insa-dong Terminal 1,2 08:00~13:00 (Tue~Sun) (5hrs)	14	400.00	₱5,600.00
Debriefing meeting with Incheon Airport Officials 25 pax x USD 35.00	25	2,000.00	₱50,000.00

SINGAPORE			
Item Description	Quantity	Unit Cost	Total Cost
Tour Operator and Ground Handling Services for Singapore (Include Airfare, Accommodation, Tour Fees and Briefing Meetings with Changi Airport Officials)			₱998,880.00
Airfare 13 pax June 19, 2024: Incheon-Singapore via Singapore Airlines (morning flight) for 13 pax	13	23,000.00	₱299,000.00

Airfare	13 pax	13	12,000.00	₱56,000.00
June 21, 2024: Singapore-Manila via Cebu Pacific (afternoon flight) for 13 pax				
Additional Baggage for Tokens (ICN-SIN)	3 pax	3	11,300.00	₱3,900.00
<ul style="list-style-type: none"> Land Arrangements for 14 pax 3 Nights 3 Star Hotel Accommodation in Singapore Land transportation based on itinerary Local Guide and coordinator throughout the duration of the tour 		14	33,570.00	₱69,980.00
Debriefing meeting with Changi Airport Officials	25 pax	25	1,600.00	₱0,000.00

JACKETS AND TOKENS

Item Description	Design
<p>14 Jackets (sizes to be provided)</p> <p>US Olzen Materials Reversible Bomber Jacket Embroidery Process</p> <p>Design is subject to change*</p> <p>Php 3,000/pc x 14 jackets = Php 42,000.00</p>	  

	
25 sets of tokens Php 2,000.00/set x 25 sets = Php 50,000.00	Set must include Filipino products and delicacies and packaging Must provide sample for approval

TIME	ACTIVITY	REMARKS
DAY 1 (JUNE 17, 2024)		
2AM	Flight from MNL-ICN (4 hours)	Preferably a morning flight to arrive at ICN in the afternoon.
7AM	Arrival in Incheon	
9AM	Meeting with Incheon Airport officials	Incheon Airport officials briefing the PH delegation on their existing Transit Tour procedure
11AM	Departure to Seoul	
12NN	Lunch	Seoul
2PM	Courtesy call with PH Embassy	PH Embassy Office Seoul
3PM	Meeting with Korean Tour Operators	Mini B2B. Prearrange with PDOT Korea. Near PH Embassy office.
4PM	Departure to Hotel	
5PM	Hotel check-in	Incheon Area Hotel
7PM	Meeting and Dinner	
DAY 2 (JUNE 18, 2024)		
6AM	Breakfast	
7AM	Transit Tour Observation at Incheon International Airport	PH delegation to observe their counterparts in the processing of Transit passengers <i>(to an allowed extent)</i>

8AM	Transit/Transit Tour Paid Tour: Gyeongbokgung Palace, Insa-dong Terminal 1,2 08:00~13:00 (Tue~Sun) (5hrs) (\$4/ pax) Hanbok Rental	PH delegation to experience the transit tours (Paid in the AM and Free Tour in PM)
2PM	Late Lunch and Debriefing with PH Team and Incheon Airport Officials	Incheon Area Online assessment forms to be answered by the delegation for their input and observation.
4PM	Back to the Hotel via Transfers	
8PM	Dinner	
DAY 3 (JUNE 18, 2024)		
6AM	Breakfast	
7AM	Incheon Airport	
9AM	Flight from ICN-SIN (6 hours)	Preferably Morning flight to arrive at SIN in the afternoon
2:20 PM	Arrival at Changi Airport	
3PM	Meeting with Changi Airport officials	Changi Airport officials briefing the PH delegation on their existing Transit procedure
5PM	Transfers (van or coaster)	
6PM	Hotel check-in	Singapore City Center
7PM	Dinner	
DAY 4 (JUNE 20, 2024)		
8AM	Breakfast	
830AM to 9:30NN	Transit Tour Observation at Changi International Airport	PH delegation to observe their counterparts in the processing of Transit passengers (<i>to an allowed extent</i>)
9:45 AM	Call time for City Sight Tour	Transit tour booth
12-2:30PM	Transit/Transit Tour Free Tour: Afternoon Tour: (12:00PM) City Sight Tour	PH delegation to experience the free transit tour
4PM	Debriefing with Changi Airport Officials	Heavy snacks to be served. Inside or near airport.

7PM	Back to the Hotel via Transfers	
DAY 5 (JUNE 25, 2024)		
7AM	Breakfast	Check out
8AM	Embassy Courtesy Call	PH Embassy Singapore
10AM	Airport	
2PM	Flight from SIN to MNL (3 hours)	
6:30PM	Arrival in Manila	

B. Minimum requirements of Tour Operator:

- A. Must be accredited by the Department of Tourism;
- B. Must be engaged in the business as a travel and tour operator for at least two (2) years from the date of the opening of bids with experience and expertise in outbound (foreign) travel, providing logistical requirements, tour operator services for tours, events, and the likes;
- C. Must have experience in organizing and coordinating travel arrangements and have handled at least two (2) similar and/or related arrangements.
- D. Must have engaged with the Department of Tourism – NCR for the past two (2) years.
- E. Must show proof that the company has handled at least two (2) outbound projects in South Korea.
- F. Must allow flexible rebooking dates for accommodation with minimal fees, if applicable;
- G. Provision of first aid medical kit for the group;
- H. Willing to provide services on send-bill arrangement.

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; **and**
- ☐ (c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- ☐ (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- ☐ (f) Original duly signed Omnibus Sworn Statement (OSS) **and** if applicable, Original Notarized Secretary’s Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- ☐ (g) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC) **or** A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class “B” Documents

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

II. FINANCIAL COMPONENT ENVELOPE

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

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

- ☐ (k) *[For foreign bidders claiming by reason of their country’s extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- ☐ (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

