

#### SUPPLEMENTAL BID BULLETIN NO. 2023-016-1

This Supplemental Bid Document No. 1 dated 01 September 2023, for the project of **PROCUREMENT OF AIRLINE TICKETS FOR THE CULTURE AND ARTS SUMMIT** (**PB2023-016**) is being issued to clarify, modify, and amend items/ specifications in the Bidding Documents in response for the clarification from prospective bidders for the aforecited project.

Please see the following updates:

#### 1. Change of Invitation to Bid Title

PAGE	ORIGINAL	REVISED
	PROCUREMENT OF AIRFARE TICKET FOR CULTURE AND ARTS SUMMIT	PROCUREMENT OF AIRLINE TICKETS FOR THE CULTURE AND ARTS SUMMIT
		For the purpose of this bidding project, the term "Airfare" used in all parts of this bidding document refers to "Airline" tickets

#### 2. Section I. Invitation to Bid

8 1. The NATIONAL COMMISSION FOR CULTURE AND THE ARTS (NCCA), through the CY 2023 National Endowment Fund for the Culture and Arts (NEFCA) intends to apply the sum of Three Million Seven Hundred Five Pesos (Php 3,705,000.00) being the ABC to payments under the contract for PB 2023-016 Procurement of Airfare Ticket for the Culture and Arts Summit. Bids received in excess of the ABC shall be automatically rejected at bid opening.	1. The NATIONAL COMMISSION FOR CULTURE AND THE ART (NCCA), through the CY 202 National Endowment Fund for the Culture and Arts (NEFCA) intends to apply the sum of Three Million Seven Hundred Five Thousand Pesos (Php 3,705,000.00) being the ABC to payments under the contract for Pi 2023-016 Procurement of Airlin Tickets for the Culture and Arts (Pingle Procurement of Airlin Pickets for the Culture and Arts (Pingle Pingle Pingl
	the ABC shall be automaticall rejected at bid opening.  For the purpose of this bidding project all words and figures of the Approve Budget for the Contract (ABC) stated all parts of this bidding document shall be Three million seven hundred fix thousand pesos (P3, 705, 000.00).



Republic of the Philippines Office of the President



2. The NATIONAL COMMISION FOR THE CULTURE AND THE ARTS (NCCA) now invites bids for the above Procurement Project. Delivery of the Goods/Services shall be in accordance with the Delivery Schedule under Section VI Schedule of Requirements. Bidders should have completed, within Three (3) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

2. The NATIONAL COMMISION FOR THE CULTURE AND THE ARTS (NCCA) now invites bids for the above Procurement Project. Delivery of the Goods/Services shall be in accordance with the Delivery Schedule under Section VI Schedule of Requirements. Bidders should have completed, within Five (5) years from the date of submission and receipt of bids, a contract similar to the Project.

The description of an eligible bidder contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

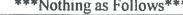
#### 3. Section III. Bid Data Sheet

PAGE	ORIGINAL	REVISED
	Bid Data Sheet	
18	10.2 The Bidder's SLCC as indicated in ITB Clause 5.2.a should have been completed within <i>Three (3) Years</i> prior to the deadline for the submission and receipt of bids. Bidder shall Include in their bids:  a. a copy of Single Largest Completed Contract; and  b. Proof of completion; Certificate of Final Acceptance/Completion from the bidder's client.	The Bidder's SLCC as indicated in TTB Clause 2 should have been completed within Five (5) Years prior to the deadline for the submission and receipt of bids. Bidder shall include in their bids:  a. a copy of Single Largest Completed Contract; and b. Proof of completion; Certificate of Final Acceptance/Completion from the bidder's client.

#### 4. Sec. VI: Schedule of Requirements

#### **ORIGINAL**

			Weeks/Months
Procurement of Airfare Ticket for Culture and Arts Summit	Lot 1		Procurement of Airfare Ticket for Culture and Arts Summit should be purchased as soon a possible from the receipt of Notice to Proceed
		DOC 1	DOL 1







#### **REVISED**

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
Lot 1	Procurement of Airfare Ticket for Culture and Arts Summit	147	147 Tickets	Procurement of Airline Tickets for the Culture and Arts Summit should be purchased as soon as possible upon receipt of confirmed list of passengers for booking.
	***Nothir	ıg as Follows	***	

#### 5. Sec. VII: Technical Specification

PAGE	ORIGINAL	REVISED
	TERMS AND CONDITIONS /MANDATO	RY REQUIREMENTS
30	A. The ticket for passengers should be purchased as soon as possible; B. The travel agency shall be paid only when the NCCA receives copies of the E-ticket, statement of Account and when the services have been rendered C. Specify the airlines to be offered by the travel agency, including the details of flight, prices and number of passengers per flight	A. The ticket for passengers should be purchased as soon as possible upon receipt of confirmed list of passengers for booking;  B. The travel agency shall be paid only when the NCCA receives copie of the E-ticket, statement of Account and when the services have been rendered; and C. Specify the airlines to be offered by the travel agency, including the details of flight, prices and number of passengers per flight
	TECHNICAL DOCUMENTS (ELIGIBILI	
31	C. Must have experience in handling at least one (1) domestic travel booking with a government agency with at least one hundred (100 passengers);  D. Must submit updated Contract of Lease of office; and	C. With previous experience transaction for one-time confirmed booking or single contract of at leas 40 tickets with only one client/entity A proof of transaction must be provided:
	E. Must submit License to Operate	D. With at least one previous bull booking transaction/single contract with a government entity. A proof of transaction must be provided:  E. Must submit updated Contract of Lease of office; and





		F. Must submit License to Operate
	PAYMENT TERMS	
31	<ul> <li>Government Terms; Processing of payments will start upon receipt of required documents such as but not limited to; billing invoices, statement of accounts. Send bill arrangement</li> <li>Must be willing to provide services on a send bill arrangement.</li> </ul>	A. Government Terms; Processing of payments will start upon receipt of required documents such as but not limited to; billing invoices, statement of accounts;  B. The travel agency must be willing to provide services on a send bill arrangement; and
II I	The travel agency shall agree that the payments will be made upon submission of the billing statements	C. The travel agency shall agree that the payment will be made within 30 days upon the client's receipt of billing statement that shall be based on actual tickets issued.

This Supplemental Bid Bulletin including Annexes, if any, shall form part of the Bid Documents. Any provisions in the Bid Documents inconsistent herewith is hereby amended, modified, and superseded accordingly.

For guidance and information of all concerned. Interested bidders are advised to contact the BAC Secretariat through email address: <a href="mailto:bids@ncca.gov.ph">bids@ncca.gov.ph</a>.

For further inquiries, you may coordinate with Ms. May G. Pamulaklakin, Bids and Awards Committee Secretary at Tel. No. 8527-2192 loc. 201.

Please be guided accordingly.

Prepared by:

MAY G PAMULAKLAKIN

Secretary, Bids and Awards Committee

Approved by:

MS. MARICHU G. TELLANO

Chairman

Bids and Awards Committee





#### SUPPLEMENTAL BID BULLETIN NO. 2023-016-2

This Supplemental Bid Document No. 2 dated 04 September 2023, for the project of **PROCUREMENT OF AIRLINE TICKETS FOR THE CULTURE AND ARTS SUMMIT** (**PB2023-016**) is being issued to clarify, modify, and amend items/ specifications in the Bidding Documents in response for the clarification from prospective bidders for the aforecited project.

Please see the following updates:

#### 1. Invitation to Bid & Bid Sheet

PAGE	ORIGINAL	REVISED
9 & 18	Bid opening shall be on September 13 at exactly 1:00 PM at the NCCA Board Room 7th floor NCCA Building 633 General Luna St. Intramuros Manila. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.	Bid opening shall be on September 13 at exactly 1:00 PM at Rm. 3D NCCA Building 633 General Luna St. Intramuros Manila. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

This Supplemental Bid Bulletin including Annexes, if any, shall form part of the Bid Documents. Any provisions in the Bid Documents inconsistent herewith is hereby amended, modified, and superseded accordingly.

For guidance and information of all concerned. Interested bidders are advised to contact the BAC Secretariat through email address: <a href="mailto:bids@ncca.gov.ph">bids@ncca.gov.ph</a>.

For further inquiries, you may coordinate with Ms. May G. Pamulaklakin, Bids and Awards Committee Secretary at Tel. No. 8527-2192 loc. 201.

Please be guided accordingly.

Prepared by:

MAY G. PAMULAKLAKIN

Secretary

Bids and Awards Committee

Approved by:

MS. MARICHU G. TELLANO

Chairman

Bids and Awards Committee





#### NATIONAL COMMISSION FOR CULTURE AND THE ARTS

### PHILIPPINE BIDDING DOCUMENTS

NCCA-ITB No. PB2023-016

# PROCUREMENT OF AIRFARE TICKET FOR THE CULTURE AND ARTS SUMMIT

Sixth Edition July 2020



Republic of the Philippines Office of the President

NATIONAL COMMISSION FOR CULTURE AND THE ARTS

633 General Luna Street, Intramuros, 1002 Manila / Tel. 527-2192 to 98 / Fax 527-2191 & 94 / e-mail: info@neca.gov.ph / website: www.neca.gov.ph

#### Preface

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

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

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

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

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the "name of the Procuring Entity" and "address for bid submission," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.
- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be

- printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

### **Table of Contents**

C1055al	y of Actoryms, Terms, and Addreviations	4
Section	I. Invitation to Bid	7
Section	II. Instructions to Bidders	10
1.	Scope of Bid	11
2.	Funding Information	11
3.	Bidding Requirements	11
4.	Corrupt, Fraudulent, Collusive, and Coercive Practices	11
5.	Eligible Bidders	11
6.	Origin of Goods	12
7.	Subcontracts	12
8.	Pre-Bid Conference	12
9.	Clarification and Amendment of Bidding Documents	12
10.	Documents comprising the Bid: Eligibility and Technical Components	12
11.	Documents comprising the Bid: Financial Component	13
12.	Bid Prices	13
13.	Bid and Payment Currencies	14
14.	Bid Security	14
15.	Sealing and Marking of Bids	14
16.	Deadline for Submission of Bids	14
17.	Opening and Preliminary Examination of Bids	14
18.	Domestic Preference	15
19.	Detailed Evaluation and Comparison of Bids	15
20.	Post-Qualification	16
21.	Signing of the Contract	16
Section	III. Bid Data Sheet	17
Section	IV. General Conditions of Contract	20
1.	Scope of Contract	21
2. 🗆	Advance Payment and Terms of Payment	21
3.	Performance Security	21
4.	Inspection and Tests	22
5.	Warranty	22
6.	Liability of the Supplier	22
Section	V. Special Conditions of Contract	23
Section	VI. Schedule of Requirements	27
Section	VII. Technical Specifications	28
Section	VIII. Checklist of Technical and Financial Documents	32

# 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



#### NATIONAL COMMISSION FOR CULTURE AND THE ARTS

# INVITATION TO BID FOR THE PROCUREMENT OF AIRFARE TICKET FOR CULTURE AND ARTS SUMMIT

- 1. The NATIONAL COMMISSION FOR CULTURE AND THE ARTS (NCCA), through the CY 2023 National Endowment Fund for the Culture and Arts (NEFCA) intends to apply the sum of Three Million Seven Hundred Five Pesos (Php 3,705,000.00) being the ABC to payments under the contract for PB 2023-016 Procurement of Airfare Ticket for the Culture and Arts Summit. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The NATIONAL COMMISION FOR THE CULTURE AND THE ARTS (NCCA) now invites bids for the above Procurement Project. Delivery of the Goods/Services shall be in accordance with the Delivery Schedule under Section VI Schedule of Requirements. Bidders should have completed, within Three (3) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  - a. 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 NATIONAL COMMISSION FOR CULTURE AND THE ARTS (NCCA) and inspect the Bidding Documents at the address given below from Mondays to Thursdays, 8:00 a.m to 5:00 p.m.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on August 29, 2023 from the given address and website(s) below 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 Pesos (Php 5,000.00). The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person.

- 6. The NATIONAL COMMISSION FOR CULTURE AND THE ARTS (NCCA) will hold a Pre-Bid Conference on September 01, 2023 at 10:00 A.M at the NCCA Building, Intramuros, Manila, and/or through videoconferencing/webcasting via Zoom, which shall be open to prospective bidders.
- 7. Bids must be duly received by the BAC Secretariat through manual submission at Room 2D BAC Secretariat Office 2<sup>nd</sup> floor NCCA Building 633 General Luna St. Intramuros, Manila on or before **September 13, 2023** at **12:00 NN**. 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 September 13, 2023 at exactly 1:00 PM at the NCCA Board Room 7<sup>th</sup> floor NCCA Building 633 General Luna St. Intramuros, Manila. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. The NATIONAL COMMISSION FOR CULTURE AND THE ARTS (NCCA) 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 R.A. No. 9184, without thereby incurring any liability to affected bidder or bidders;
- 11. For further information, please refer to:

MAY G. PAMULAKLAKIN

BAC Secretary
Room 2-D, 2<sup>nd</sup> Floor, NCCA Building
633 General Luna St. Intramuros, Manila
Email address; bids@ncca.gov.ph

Telephone No. 8527-21-92 loc 201 Website: ncca.gov,ph

12. You may visit the following websites:

For downloading of Bidding Documents: https://ncca.gov.ph/ invitation-to-bid/

August 2023

MARICHU G. TELLANO

Chairperson, Bids and Awards Committee

Section II. Instructions to Bidders

#### 1. Scope of Bid

The Procuring Entity, NATIONAL COMMISSION FOR CULTURE AND THE ARTS (NCCA) wishes to receive Bids for the Procurement of Airfare Ticket for the Culture and Arts Summit PB2023-016

The Procurement Project (referred to herein as "Project") is composed of One 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 CY 2023 National Endowment Fund for the Culture and Arts (NEFCA) in the amount of Three Million Seven Hundred Five Pesos (Php 3,705,000.00).

#### 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
  - a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
    - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
    - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;

- iii. When the Goods sought to be procured are not available from local suppliers; or
- iv. When there is a need to prevent situations that defeat competition or restrain trade.
- 5.2. 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 "Airfare Ticket Local/International" the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:
  - a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
  - 5.3. 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 IB Clause 18.

#### 7. Subcontracts

7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

a. Subcontracting is not allowed.

#### 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on September 01, 2023 at 10:00 A.M at its physical address Ncca Building, 633 General Luna St. Intramuros Manila and/or through videoconferencing/webcasting via Zoom 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 2 should have been completed within *Three (3) Years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

#### 11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in Section VIII (Checklist of Technical and Financial Documents).
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the IB shall not be accepted.

#### 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, exwarehouse, 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:
  - a. Philippine Pesos.

#### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid until 120 days. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

#### 15. Sealing and Marking of Bids

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

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

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

#### 16. Deadline for Submission of Bids

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

#### 17. Opening and Preliminary Examination of Bids

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 ITB. 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.

14

<sup>&</sup>lt;sup>1</sup> 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.

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 **IB** 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**

ITD	
ITB Clause	
1	The Procuring Entity is National Commission for Culture and the Arts
	Title: Procurement of Airfare Ticket for Culture and Arts Summit
	The Procurement Project (referred to herein as "Project") is composed of One Lot, the details of which are described in Section VII (Technical Specifications).
1	The ABC is Three Million Seven Hundred Five Pesos (Php 3,705,000.00). Any bid with a financial component exceeding this amount shall not be accepted.
2.2	Funding Source: The GOP through the source of funding as indicated below for CY 2023 National Endowment Fund for Culture and the Arts;
5.2.	For this purpose, contracts similar to the Project shall be:
	"Airfare Tickets Local/International"
7	The address for submission of bids is at Room 2-D, 2 <sup>nd</sup> Floor, NCCA Building, General Luna St. Intramuros Manila.
	Deadline for submission of Bids is on <b>September 13, 2023 12:00 NN</b> . Late submission will not be accepted.
7.1	Sub-contracting is not allowed.
8	The Procuring Entity will hold a <b>Pre-Bid Conference</b> for this Project on <b>September 01, 2023 10:00 AM</b> at NCCA Building 633 General Luna St. Intramuros Manila and/or through videoconferencing/webcasting via Zoom
9	Bid opening shall be on <b>September 13, 2023</b> at exactly <b>1:00 P.M</b> at the NCCA Board Room 7 <sup>th</sup> floor NCCA Building 633 General Luna St. Intramuros Manila. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity
10.2	The Bidder's SLCC as indicated in ITB Clause 5.2.a should have been completed within <i>Three (3) Years</i> prior to the deadline for the submission and receipt of bids.
	Bidder shall Include in their bids:
	a. a copy of Single Largest Completed Contract; and
	b. Proof of completion; Certificate of Final Acceptance/Completion from the bidder's client.
	1

12	The price of the Goods shall be quoted DDP Intramuros Manila or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:
	a. The amount of not less than Seventy-four thousand one hundred pesos (P74,100.00) or equivalent to two percent (2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or
	b. The amount of not less than One hundred eighty-five thousand two hundred fifty pesos (Php185,250.00) equivalent to five percent (5%) of ABCJ if bid security is in Surety Bond.
14.2	The Bid and bid security shall be valid until 120 days
19.3	The descriptions of the lots or items shall be indicated in Section VII (Technical Specifications),
19.5	NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation
	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
20.2	Nothing as follows
21.2	Nothing as follows

Section IV. General Conditions of Contract

#### **Notes on the General Conditions of Contract**

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

#### 1. Scope of Contract

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

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

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

#### 2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the SCC.

#### 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 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

- 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

#### **Notes on the Special Conditions of Contract**

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

## **Special Conditions of Contract**

GCC Clause	
1	[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to this Contract:]
	Delivery and Documents –
ı	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:
	[For Goods supplied from abroad, state:] "The delivery terms applicable to the Contract are DDP delivered [indicate place of destination]. In accordance with INCOTERMS."
	[For Goods supplied from within the Philippines, state:] "The delivery terms applicable to this Contract are delivered [indicate place of destination]. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination."
	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).
	For purposes of this Clause the Procuring Entity's Representative at the Project Site is [indicate name(s)].
	Incidental Services -
	The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:
	Select appropriate requirements and delete the rest.
:	<ul> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> </ul>
	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.

#### Packaging -

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.

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.

The outer packaging must be clearly marked on at least four (4) sides as follows:

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

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.

#### Transportation -

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.

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.

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.

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.

#### Intellectual Property Rights -

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.

- 2.2 [If partial payment is allowed, state] "The terms of payment shall be as follows:
- The inspections and tests that will be conducted are: [Indicate the applicable inspections and tests]

## Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
Lot 1	Procurement of Airfare Ticket for Culture and Arts Summit	Lot 1		Procurement of Airfare Ticket for Culture and Arts Summit should be purchased as soon as possible from the receipt of Notice to Proceed
	***Nothii	ng as Follows*	**	

Section VII. Technical Specifications



#### **TECHNICAL SPECIFICATIONS or TERMS OF REFERENCE**

**Project Title:** 

PROCUREMENT OF AIRFARE TICKETS FOR CULTURE

**AND ARTS SUMMIT** 

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.

ITEM	SPECIFICATIONS		STATEMENT OF COMPLIANCE		
	Project Duration				
	The travel booking following schedule 2023 and Departu 2023				
1. TEC	CHNICAL SPECIFICATION	S OF ITEM/PROJECT			
	The travel bookings sh	all be made for the following:			
	Location	No. of Ticket/s			
	Albay	3	l		
	Bacolod	5			
	Bicol	2			
	Bohol	1			
	Bukidnon	1			
	Butuan	3			
	Cagayan De Oro	10			
	Calbayog	5			
	Cauyan	1			
	Cebu	15			
	Cotabato	5			
	Davao	17			
	Dipolog	1			
	Dumaguete	7			
	Gensan	10			
	lligan Naile	1			
	lloilo Koronadal	14			
		1 3			
	Laoag Leyte	ى 1			
	Misamis Oriental	1			

	Negros Occidental 2 Ozamis 1 Pagadian 3 Puerto Princesa 4 Roxas City 1 Surigao 1 Tacloban 8 Tagbilaran 2 Tawi-Tawi 1	
	Tuguegarao 1	
	Zamboanga 16	
	Total No: 147	
TERMS A	ND CONDITIONS/MANDATORY REQUIREMENTS	
	A. The ticket for passengers should be purchased as soon as possible;	
	B. The travel agency shall be paid only when the NCCA receives copies of the E-ticket, statement of Account and when the services have been rendered	
	C. Specify the airlines to be offered by the travel agency, including the details of flight, prices and number of passengers per flight	
TICKET	REQUIREMENTS	
	Round trip, Economy class from any airlines with following schedules:     -Arrival in Manila on October 1, 2023     -Departure from Manila on October 3, 2023	
	<ol> <li>Ticket is refundable, rebookable, and reroutable;</li> <li>Regular fare, not promo fare;</li> <li>Inclusive of applicable taxes and other charges;</li> <li>With provision for freehand-carry luggages weighing at least 7 kilograms and check-in luggages atleast 10kilograms;</li> <li>Other offers included in the purchase of ticket;</li> <li>The travel agency shall do the following: a. Booking of the passengers; and Provision of the e-ticket.</li> <li>Direct coordination for ticket purchase which shall ONLY be coursed through the following:</li> </ol>	
	Any representative from the agency's Procurement Section.	
TECHNICA	AL DOCUMENTS (ELIGIBILITY DOCUMENTS)	
	A. Eligibility requirements for bidder:	
	The bidder must comply with the eligibility requirements set forth under the IRR of RA 9184.	

<ul> <li>B. Travel agency must be a DOT accredited establishment;</li> <li>C. Must have experience in handling at least one (1) domestic travel booking with a government agency with atleast one hundred (100 passengers);</li> <li>D. Must submit updated Contract of Lease of office; and</li> <li>E. Must submit License to Operate</li> </ul>	
Government Terms; Processing of payments will start upon receipt of required documents such as but not limited to; billing invoices, statement of	
accounts.	
<ul> <li>Must be willing to provide services on a send bill arrangement.</li> </ul>	
The travel agency shall agree that the payments will be made upon submission of the billing statements	
Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating	

# Section VIII. Checklist of Technical and Financial Documents

#### Notes on the Checklist of Technical and Financial Documents

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

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

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

#### **Checklist of Technical and Financial Documents**

#### I. TECHNICAL COMPONENT ENVELOPE

II.

	Class "A" Documents
Legal De	ocuments Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;
Technic (b)	al Documents 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) <u>and</u> 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.
Financia (g)	The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) <u>or A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.</u>
	Class "B" Documents
(h)	If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence <u>or</u> 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.
FINANC (i) (j)	AL COMPONENT ENVELOPE Original of duly signed and accomplished Financial Bid Form; and Original of duly signed and accomplished Price Schedule(s).
Other do	[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.

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

  - (m) Bid must be properly tabbed and sealed.
    (n) Each Bidder shall Submit one copy of the first and second components of its Bid as original copy and 1 copy for additional.

