

PHILIPPINE BIDDING DOCUMENTS

PROCUREMENT OF ONE (1) YEAR RENTAL OF OFFICE SPACE FOR THE DEPARTMENT OF TOURISM REGION IV-B (MIMAROPA)

Project Identification Number: DOT-BAC IB No. 2023-001

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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

PROCUREMENT OF ONE (1) YEAR RENTAL OF OFFICE SPACE FOR THE DEPARTMENT OF TOURISM REGION IV-B (MIMAROPA)

1. The Department of Tourism (DOT) Regional Office IV-B (MIMAROPA), through the General Appropriations Act (GAA) Funds 2023 intends to apply the amount of **SEVEN MILLION EIGHT HUNDRED THOUSAND PESOS (PHP 7,800,000.00)**, inclusive of applicable taxes, being the Approved Budget for Contract (ABC) of the **“PROCUREMENT OF RENTAL OF OFFICE SPACE FOR THE DOT-MIMAROPA”** for One (1) Year Period with **Project Identification No. DOT IV-B BAC IB-2023-001**

Bids received in excess of the ABC shall be **automatically rejected** at bid opening.

2. The **DOT-MIMAROPA** now invites bids for the above Procurement Project. Delivery of the Goods / Services is required for **One (1) year period**. Bidders should have completed, within **two (2) years** from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in **Section II** (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary **“pass/fail”** criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

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

4. Prospective Bidders may obtain further information from the **DOT- MIMAROPA** Bids and Awards Committee (BAC) Secretariat through the contact details given below and inspect the Bidding Documents as posted on the websites of the DOT and the Philippine Government Electronic Procurement System (PhilGEPS) **during office hours from 9:00 a.m. to 5:00 p.m. (Philippine Standard Time), Monday to Thursday, except Holidays.**
5. A complete set of Bidding Documents may be acquired by interested Bidders starting **August 15, 2023** until **August 22, 2023** during office hours from the given address and

email(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 **Ten Thousand Pesos (Php 10,000.00)**. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person or through electronic means.

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

6. The **DOT-MIMAROPA** will hold a **Pre-Bid Conference on August 23, 2023, 11:00 in the morning** at The New DOT Bldg., 2ND Floor Conference Room/ Regional Office MIMAROPA, 351 Senator Gil Puyat Avenue, Brgy. Bel-Air Makati City which shall be open to prospective bidders. The prospective bidders intending to participate via Zoom are advised to send their email addresses to DOT- Regional Office IV-B (MIMAROPA) BAC Secretariat official email (dot4b.bacsecretariat@gmail.com) no later than **August 22, 2023**.
7. Bids must be duly received by the BAC Secretariat through manual submission **on or before September 04, 2023, 11:00 in the morning** 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 **September 05, 2023, 1:00 in the afternoon** at the given address below. Bids will be opened in the presence of the bidder's representatives who choose to attend the activity.

Prospective bidders who are interested in joining the opening of bids must send the following details to the BAC Secretariat (e-mail at dot4b.bacsecretariat@gmail.com) not later than **2:00 in the afternoon of September 04, 2023** with the following details:

Subject: **Attendees to the Bid Opening of Rental of Office Space**

Body:

- Name of Representative(s) (maximum of two): _____
- Company Name: _____
- Email Address(es): _____
- Contact No(s).: _____

10. All documents shall be current and updated and any missing document in the checklist is a ground for outright rejection of the bid. Bidder shall submit **one (1) original** and **three (3) duly certified photocopies** of the first and second components of its bid in sealed envelopes.

For the legal documents that are required to be posted in the place of business, the Prospective Bidders may submit the CERTIFIED TRUE COPY of the same, provided that these will be presented during the post-qualification process.

To facilitate the evaluation of the bids, bidders are advised to follow the arrangement in the checklist when placed inside the envelope, with documents bounded, tabbed, and labeled accordingly. The envelope for the first component shall be labeled: **TECHNICAL PROPOSAL** while the second component shall be labeled: **FINANCIAL PROPOSAL**. The envelopes shall be signed and sealed upon submission to the BAC Secretariat and shall be opened during the bid opening.

The second envelope (FINANCIAL PROPOSAL) shall be returned to the bidder **unopened** immediately after the bid opening in the event that the bidder fails the technical evaluation.

11. The **DOT-Regional Office MIMAROPA** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
12. For further information, please refer to:

MS. SHEILA O. PINEDA

BAC Secretariat

Department of Tourism- MIMAROPA (2nd Floor Conference Room)

351 Senator Gil Puyat Avenue, Makati City

Email Address: dot4b.bacsecretariat@gmail.com

Telephone: (02) 8459-5200 loc. 210/ +639 42991 4199

13. You may visit the following websites:

For downloading the Bidding Documents: www.tourism.gov.ph / www.philgeps.gov.ph
17 October 2022

MA. ELIZABETH C. VIRAY

BAC Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *Department of Tourism Regional Office IV-B (MIMAROPA)*, wishes to receive Bids for the **“PROCUREMENT OF ONE (1) YEAR RENTAL OF OFFICE SPACE FOR THE DEPARTMENT OF TOURISM REGION IV-B (MIMAROPA)”** with Project Identification Number **DOT-BAC IB 2023-001**.

The name, identification and number of lots specific to this bidding are provided in the Bid Data Sheet (BDS), 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 2023 in the amount of Seven Million Eight Hundred Thousand Pesos (Php 7,800,000.00).

2.2. The source of funding is the Government of the Philippines, the General Appropriations Act (GAA) 2023

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to at least fifty percent (50%) of the ABC.
 - 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.
- 5.4. 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:

- a. Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the BDS, which shall not exceed twenty percent (20%) of the contracted Goods.
- 7.2. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in ITB Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
 - 7.3. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in ITB Clause 5 to the implementing or end-user unit.
 - 7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **August 23, 2023 at 11:00 in the morning.**

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 three (3) years prior to the deadline for the submission and receipt of bids.

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 2 of the **IB** shall not be accepted.

11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

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

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

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid for **one (1) year from the submission of the bid**. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:
- One project having single lot which shall be awarded as single contract.*
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. Lease of Office Space b. completed within two (2) years prior to the deadline for the submission and receipt of bids.
7.1	<i>No further instructions</i>
12	Price of Goods shall be DDP (DOT-Regional Office IV-B (MIMAROPA, 351 Sen. Gil Puyat Avenue, Makati City)). All costs at the account of the supplier until final delivery to the end-user and acceptance.
14.1	The bid security shall be in the form of a Bid Securing Declaration , or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than Php 156, 000.00 (<i>amount equivalent to two 2% of the ABC</i>), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit b. The amount of not less than Php 390, 000.00 (<i>amount equivalent to five 5% of the ABC</i>), if bid security is in Surety Bond
_15	Additional three (3) hard copies and/or electronic copies of the Bid are requested which are to be marked as follows: <p style="text-align: center;"> <i>Copy 1 – Original</i> <i>Copy 2 – CTC- Copy 1</i> <i>Copy 3 – CTC- Copy 2</i> <i>Copy 4 – CTC- Copy 3</i> </p> <p>For efficiency of the process, bidders are requested to follow the checklist and place tabs accordingly. The technical component documents must be ring bound or softbound, the Financial Documents can be fastened in a folder. All Legal, Technical and Financial Documents of the Technical Component and Financial Component should be with proper index(ear tagged) using number tabbing arranged in the order listed in the checklist, sealed in signed envelope.</p>
19.3	<i>No further instructions</i>
20.2	For the legal documents that are required to be posted in the place of business (e.g. Business Permit, permit to Operate, Mayor's Permit, etc.) and/or other appropriate licenses and permits required by law, the Prospective Bidders may submit the CERTIFIED TRUE COPY of the same, provided that these will be presented during the post-qualification process.
21.2	Letter of Assurance (with template) as prescribed DOT- Regional Office IV-B.

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>“The delivery terms applicable to this Contract are delivered to DOT MIMAROPA. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause, the Procuring Entity’s Representative at the Project Site is:</p> <p>MS. SHEILA O. PINEDA Administrative Officer IV Email: dot4b.bacsecretariat@gmail.com Tel No.: (02) 8459-5200 loc. 210</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: Select appropriate requirements and delete the rest.</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and <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>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</p>

	<p>that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
4	The inspection, tests, if applicable, and final acceptance are conducted by the Project Officer.

Section VI. Schedule of Requirements

Schedule of Requirements

PROCUREMENT OF ONE (1) YEAR RENTAL OF OFFICE SPACE FOR THE DEPARTMENT OF TOURISM REGION IV-B (MIMAROPA)

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

LOT	DESCRIPTION	QTY	TOTAL	DELIVERED
1	One (1) Year Rental of Office Space for the Department of Tourism Region IV-B (MIMAROPA)	1		For One (1) Year

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

Conforme:

Name of Bidder's/Representative

Signature/Date

Section VII. Technical Specifications

Technical Specifications

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

Item	Specification	Statement of Compliance
	<p>I. Background</p> <p>The Department of Tourism (DOT) Regional Office IV-B (MIMAROPA), through the General Appropriations Act (GAA) Funds 2023 intends to Rent an Office Space for One (1) Year Period and subject for renewal.</p>	
	<p>II. Office Space Specifications</p> <p>A building/property with the following technical specifications taking into consideration the rating factors under Appendix B of Appendix H of The 2016 Revised Implementing Rules and Regulation of Republic Act No. 9184.</p>	
	<p>A. Location and Site Condition</p>	
	<p>A.1. Accessibility. The location of the office space to be leased must be strategically located within 15 km radius from the Ninoy Aquino International Airport. The proposed office space should be accessible to public transportation and convenient to the commuting public clients and employees.</p>	
	<p>A.2. Topography and Drainage. It must have an adequate and properly installed drainage system and not located in a flood prone area.</p>	
	<p>A.3 Sidewalk and Waiting Shed. The property shall have ample pedestrian sidewalks.</p>	
	<p>A.4. Parking Space. The property must have a parking space for at least five (5) vehicles for the office.</p>	
	<p>A.5. Economic Potential. The property must be located in a commercial or business district and/or classified as mixed use (office, commercial, business).</p>	
	<p>B. Neighborhood Data</p>	
	<p>B.1. Prevailing Rental Rate. Property’s rental rate must be within the Approved Budget of the Contract of Php 7, 800, 000.00, including monthly payment, two (2) months deposit, and one (1) month advance rent payment</p>	

	B.2. Sanitation and Health Condition. The property must be located in a sanitary and healthy environment. It must have proper garbage facilities and complies with the health sanitation											
	B.3. Adverse Influence. The property must be free from informal settlers within a radius of 200 meters.											
	B.4. Property Utilization. The property's highest and best use is for an office/commercial building.											
	B.5. Police and Fire Stations. The property must be located preferably within ten (10) kilometers from police and fire stations.											
	B.6. Cafeterias. Adequate food establishments/ eateries/ cafeterias/restaurants must be within the immediate proximity of the property.											
	B.7. Banking/Postal/Telecommunication. The property must have adequate telecommunication lines. Banks and financial institutions that offer ATM services should likewise be within close proximity.											
	B.8. Other Services. The property must be accessible to government and health service centers.											
	C. Real Property											
	C.1. Structural Condition. The building should be in compliance with the Building Code of the Philippines and all other related laws and has a Fire Safety Inspection Certificate from the Bureau of Fire Protection (BFP). The building should not be built more than 15 years.											
	C.2 Functionality											
	<table border="1"> <tr> <td>C.2.a</td> <td>Space Requirements. The building's leasable spaces must be adequate for DOT-MIMAROPA's floor requirement of at least 400 sq. meters.</td> </tr> <tr> <td>C.2.b</td> <td>Light and Ventilation. The office space to be leased can be able to accommodate proper natural lighting and ventilation.</td> </tr> </table>	C.2.a	Space Requirements. The building's leasable spaces must be adequate for DOT-MIMAROPA's floor requirement of at least 400 sq. meters.	C.2.b	Light and Ventilation. The office space to be leased can be able to accommodate proper natural lighting and ventilation.							
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C.2.b	Light and Ventilation. The office space to be leased can be able to accommodate proper natural lighting and ventilation.											
	C.3 Facilities											
	<table border="1"> <tr> <td>C.3.a</td> <td>Main meter and/or sub-meter for electrical and water supply exclusively for the use of DOT-MIMAROPA</td> </tr> <tr> <td>C.3.b</td> <td>Sufficient electrical outlets;</td> </tr> <tr> <td>C.3.c</td> <td>There should be a full backup power in case of power interruption;</td> </tr> <tr> <td>C.3.d</td> <td>Sufficient supply of water within the building;</td> </tr> <tr> <td>C.3.e</td> <td>There must be ample provision of elevator/s for DOT MIMAROPA personnel and its clientele/visitors if the building is three (3) storey or above;</td> </tr> </table>	C.3.a	Main meter and/or sub-meter for electrical and water supply exclusively for the use of DOT-MIMAROPA	C.3.b	Sufficient electrical outlets;	C.3.c	There should be a full backup power in case of power interruption;	C.3.d	Sufficient supply of water within the building;	C.3.e	There must be ample provision of elevator/s for DOT MIMAROPA personnel and its clientele/visitors if the building is three (3) storey or above;	
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C.3.f	Fire alarm/detection system, firefighting equipment and fire/emergency exits are available and fully compliant to the requirements of the Bureau of Fire Protection and Fire Code of the Philippines;
C.3.g	Provision for separate comfort rooms (CR) for Male and Female with lavatories for the use of DOT-MIMAROPA employees and/or clientele/ visitors; and a separate comfort room for the Director/s
C.3.h	The office should be allowed to introduce room partition / division / non-structural improvements or installation of AC units and other equipment; and
C.3.i	The DOT MIMAROPA is allowed to hang/post/place objects and/or LED walls and/or large format- TVs on walls, windows and immediate office space vicinity.
C.3.j	All electrical fixtures, convenience outlets switches and telephone jacks/ terminals shall be in good working condition and fully compliant with the requirements of the Bureau of Fire Protection and Fire Code of the Philippines;
C.3.k	All electrical components within the building shall meet the electric load requirements provided for by DOT MIMAROPA.
C.4 Other Requirements	
C.4.a	Financial Considerations. The government only allows a maximum deposit of two (2) months deposit and one (1) month advance rent;
C.4.b	The provider should open a Landbank account and accept payment through ADA. Otherwise, bank fees should be shouldered by the lessor;
C.4.c	Annual escalation should be a maximum of 5%;
C.4.d	The DOT-MIMAROPA should be given at least two (2) months of free rent before the commencement of the lease for fitting and renovation;
C.4.e	The building must have/be: <ul style="list-style-type: none"> <input type="checkbox"/> Ready for occupancy; <input type="checkbox"/> Overall façade and architectural design appropriate for an office building; <input type="checkbox"/> Provision for agency signage; <input type="checkbox"/> Properly maintained; <input type="checkbox"/> In a secured location; and <input type="checkbox"/> Able to accommodate an average of twenty (20) clients per day.
IT Requirements	
C.4.e	The DOT-MIMAROPA should be allowed to demolish/chip portion of walls, floors and ceilings for the installation of data cables;
C.4.f	There should be ample provision for communication lines system requirements (e.g. riser, piping, etc.); and

C.4.g	24/7 access to the building/electrical room/main distribution frame for IT troubleshooting and CCTV	
C.4.h	The DOT-MIMAROPA will be allowed to install Vendo machines for its clients and employees.	
Repairs and Maintenance		
C.4.i	All major or extraordinary repairs for the preservation and/or conservation of the leased premises shall be for the account of the bidder; while ordinary repairs relating to/resulting from/necessitated by the daily use of the leased	
III. DURATION OF THE CONTRACT		
The Lease Term shall be for a period of three (3) years which shall commence after the completion of the fitting period, subject for annual evaluation.		
IV. ALTERATIONS		
The CFO, subject to the Lessor's approval, shall have the right to make alterations or minor decorations within the leased premises and employ its own contractors.		
V. NAMING AND SIGNAGE		
The DOT-MIMAROPA shall be allowed to put up appropriate signage. DOT- MIMAROPA acknowledges that all signage locations and plans are subject to final approval of the Lessor, whose approval should be issued within a reasonable period of time.		
VI. PAYMENT		
Monthly Payment		
<input type="checkbox"/> A monthly payment of rent shall be made on or before the 15th day of each and every month for the term of this lease.		
<input type="checkbox"/> Rental payment shall be paid to the lessor net of withholding tax. DOT-MIMAROPA will directly remit the withholding tax to the BIR.		
Advance Rent		
<input type="checkbox"/> Upon signing of the Contract of Lease, the DOT-MIMAROPA shall pay a security deposit the sum of two (2) months rental deposit which shall remain intact, without interest, and shall be refunded after the termination/expiration of lease and only when DOT- MIMAROPA (a) have vacated the leased premises and emptied it of personal properties and occupants/tenants; (b) upon submission of official receipts to show that electricity, water, telephone and all other utility bills have been fully settled; and (c) upon application/deduction of such amount/s determined to be necessary to answer for any and all damages caused to the leased premises and its restoration to the same condition as when DOT-MIMAROPA entered the leased premises.		

	<p>Taxes</p> <p><input type="checkbox"/> The real property taxes for the lot and the building shall be for the sole account of the bidder; while real property taxes on the improvement/s, if any, and all other additional assessments that may be levied by the National Government and/or the Local Government shall be for the sole account of DOT-MIMAROPA. DOT-MIMAROPA shall deduct and remit withholding taxes to the Bureau of Internal Revenue.</p>	
	<p>VII. TERMINATION</p> <p>DOT MIMAROPA has the right to pre terminate the lease contract upon three (3) months written notice to the lessor.</p>	

Conforme:

Name of Bidder's/Representative

Signature

Date

Section VIII. Checklist of Technical and Financial Documents

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- c. Information that specifies and complements provisions of the ITB must be incorporated.
- d. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

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

Financial Documents

- (g) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC) (*please refer to Annex “E”*);
or

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- (h) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence (*please refer to Annex "JVA"*); **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 for each lot to be bid (*please refer to Annex "F"*); **and**
- (j) Original of duly signed and accomplished Price Schedule(s) for each lot to be bid (*please refer to Annex "G"*).

