

TERMS OF REFERENCE

For the SUPPLY, DELIVERY, INSTALLATION, DE-INSTALLATION OF WORLD TRAVEL AND TOURISM COUNCIL (WTTC) GLOBAL SUMMIT 2022 SITE ENHANCEMENT MATERIALS IN METRO MANILA AND SELECT SITES.

The Philippines, thru the Department of Tourism (DOT), bidded, was awarded and will host the World Travel and Tourism Council (WTTC) Global Summit on 20-22 April 2022.

Department of Tourism (DOT) Department Order Nos. 2021-059, was signed creating the National Organizing Committee (NOC) for the Philippine Hosting of the 21st World Travel and Tourism Council (WTTC) Global Summit to manage the coordination and implementation of preparatory and actual Summit arrangements to ensure its successful conduct.

I. SUBJECT

The supply, delivery, installation, and de-installation of WTTC Global Summit site enhancement materials that will be located in the NAIA terminal 1, 2, & 3, including route to/from the Resorts World complex in Pasay City including the Marriott Grand Ballroom, Sheraton, Okura, Hilton, and the Marriott hotels, the Fort Santiago and Ayuntamiento (Bureau of Treasury) in Intramuros, the Museum for Natural History (Kalaw St. Manila), the Cove in Okada Hotel, the Malacanan Palace, portions of Clark International Airport, and other identified venues by the NOC.

II. BIDDING FOR PROCUREMENT, INSTALLATION AND DE-INSTALLATION FOR WTTC SITE ENHANCEMENT MATERIALS

The scope of services to be performed during the period is beyond the expertise and function of the NOC. Therefore, the engagement of independent, experienced, capable and able supplier that can fabricate, produce, source, mobilize, and creatively execute approved WTTC site enhancement materials, and has the manpower, tools of the trade, vehicles to mobilize, install prior to the event, and de-install all materials after the event is needed. Public bidding will be conducted pursuant to R.A. 9184 or the Procurement law.

III. CONTRACT DURATION

The contract for the supply, delivery, installation and de-installation of WTTC Site Enhancement materials shall be within Sixty ((60) calendar days period from the issuance of the " Notice to Proceed" or the Purchase Order (PO) up to de-installation of materials as will be detailed in the contract. It is critical that all site enhancement materials are installed commencing on 16 April 2022, or as indicated herein. No suspension period is contemplated as time is of the essence unless by reason of fortuitous events, or the cancellation / re-scheduling of the entire WTTC Global Summit 2022 project by the NOC or the National government.

IV. TECHNICAL REQUIREMENTS

The bidder/s must pass the legal requirements under the Philippine Government Electronic Process System (PhilGeps) Platinum registration and should have:

1. The latest legal requirements for 2022 or at the very least proof of payments for renewal of business permits, tax clearances, among others.

2. Ability and capability to plan, fund, design, fabricate, produce, assemble, supply, deliver, install all site enhancement materials by April 16, 2022, or as indicated and thereafter de-install all site enhancement materials by May 30, 2022.

3. Bidder/s must show proof of its previous capability and experiences to successfully supply, deliver, and execute site enhancement of equivalent or bigger magnitude in Metro Manila and outside in the past 3 years or from 2017 onwards, not counting 2020 and 2021;

4. Bidder has ability to secure and liaise with government offices relative to permits, and licenses in relation to its execution, when required by the appropriate LGU, or any government agencies or private corporations;

5. Bidder must submit Company profile that will show proof of its office, manpower complement, equipment, available resources and machineries, list of clients the past five years or since 2017, and capability to produce, mobilize, and execute the required site enhancement materials in different locations.

Location	Materials	Execution
NAIA 1 Terminal	T-stands, pull-up, stanchions, name holders	On or before 16 April 2022
NAIA 2 Terminal	T-stands, pull up, stanchions, name holders	On or before 16 April 2022
NAIA 3 Terminal	t-stands, pull ups, stanchions, name holders, post wrap	On or before 16 April 2022
Marriott Grand Ballroom	Arch, 3D, totem directional sign, board, t-stands, photo wall, banners, vinyl lines on carpets, stanchions, name holders, post wrap, skywalk sticker	16-18 April 2022
Marriott Hotel	t-stands, pull ups, walk ways	16-18 April 2022
Okura Hotel	t-stands, pull ups, stanchion, name holder	16-18 April 2022
Hilton Hotel	, t-stands, pull ups, sanchion, name holder, registration backdrop	16-18 April 2022
Sheraton Hotel	, t-stands, pull ups, stanchions, name holders, registration backdrop	16-18 April 2022
Fort Santiago, Intramuros	t-stands, pull ups, street banners, stanchions, name holder	3 days prior to event 2022
Malacanan – Heroes Hall	t-stands, pull up, street banners, stanchions, name holders	3 days prior to event 2022
Museum of Natural History (Kalaw St).	t-stands, banners, stanchions, name holders	3 days prior to event 2022
The Cove, Okada Hotel	t-stands,	3 days prior to event 2022
Clark International Airport (Investment tour)	t-stands, pull ups, street banners	3 days prior to event 2022
Resort World complex	t banners	1-9 April 2022
NAIA to RW Route	Banners, streamers	1-9 April 2022
RW Glass skywalk	Stickers, t-stand	16-18 April 2022

damages from any money due or which may become due to the bidder company under the resulting Contract and/or from the warranty security or other securities posted by the bidder company, as NOC may deem convenient and expeditious under the prevailing circumstance.

3. *Hold Harmless.* The bidder company agrees to hold NOC entirely free and harmless from any liability, cause and causes of action, or claims which may be filed by any or all of its personnel by reason of his/her/their employment under the resulting contract, under the provisions of RA602, otherwise known as the Minimum Wage Law, RA4119, otherwise known as the Workmen's Compensation Act, and any other related law or laws which are already in effect, or which is absolutely no privity between them and the NOC, and that they are not employees of the NOC, and the bidder company shall indemnify and/or reimburse NOC should the latter pay in advance any said claim, including damages incurred in connection therewith.
4. *Confidentiality.* The bidder company agrees that the services covered by the resulting Contract are strictly confidential and that a breach of any of the Terms and Conditions thereof by the bidder company may subject the NOC to the compromise of its security, financial, material, and operational loss, and therefore, the bidder company hereby agrees as follows:

(4.a). The bidder company and any of its personnel shall not, during the term of this Contract or anytime thereafter, reveal, disclose or furnish in any manner to any person, firm, or corporation, any information relating to NOC which the bidder company or its personnel may have acquired or which came to its/their knowledge or possession during the performance of the obligations to the NOC.

(4.b). Only persons expressly authorized in writing by the NOC shall be allowed by the bidder company to have access to the documents/records in the custody of the bidder company. For this purpose, NOC shall inform the bidder company in writing of the persons authorized to have access to said documents/ records.

(4.c). The bidder company shall prevent any unauthorized person from gaining access to the documents /records described in the preceding item.

5. *Non-Waiver of Rights.* The failure of the NOC to insist upon the strict performance of any of its terms, conditions and covenants of the resulting Contract shall not be deemed a relinquishment or waiver of any right or remedy that NOC may have, nor shall it be construed as a waiver of any subsequent breach of default of the terms, conditions and covenants of the resulting Contract, which in turn shall continue to be in full force and effect. No waiver by NOC of any of its rights under this Terms of Reference and the resulting Contract shall be deemed to have been made unless expressed in writing and signed by it.
6. *Severability.* If any provision of the resulting Contract or of any of its attachments should, for any reason, be held void or unenforceable, the legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired, and shall remain in full force and effect.
7. *Binding Effect and Assignment of Rights.* The resulting Contract shall be binding upon the bidder company its partners, successors-in-interest, its legal representatives and assigns. Notwithstanding the foregoing, the bidder company shall not in any manner assigned or transfer its rights and

obligations under the resulting Contract without the prior written consent of the NOC.

8. *Contract Amendment.* Subject to applicable laws, the resulting Contract may be amended or modified in writing upon mutual agreement of the NOC and the bidding company.
9. *Application.* Should there be any conflict or inconsistency between the provisions, terms and conditions set forth in this Terms of Reference and those provided in the General and Special Conditions of the Contract, the former shall prevail.

VII. APPROVED BUDGET FOR THE CONTRACT

Inception Report Submitted and Accepted	10%	1,000,000.00
Installation of all Site Enhancement materials with photos	80%	8,000,000.00
De- Installation of all site enhancement materials	10%	1,000,000.00
Total	100%	10,000,000.00* * Subject to tax

VII. BASIS FOR EVALUATION OF AWARD

Evaluation and award of contract shall be in accordance with the provisions of Republic Act. No. 9184, as amended. It is however vital that bidder has the experience, ability, and capability to fund, execute the deliverables per agreed timeline.

RECOMMENDING APPROVAL


JETRO NICOLAS F. LOZADA
Co- Lead
Site Enhancement Committee

APPROVED / DISAPPROVED

VERNA C. BUENSUCESO
Assistant Secretary and
Secretary General of the
Philippine Hosting of the World
Travel and Tourism Council Global
Summit 2022

SANDRA MARTINEZ
Co-Lead
Site Enhancement Committee