

BASES CONVERSION AND DEVELOPMENT AUTHORITY

Procurement of the Operations and Maintenance Services for the New Clark City Sports Complex in National Government Administrative Center, New Clark City, Tarlac

June 2021

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INVITATION TO BID

PROCUREMENT OF OPERATIONS AND MAINTENANCE SERVICES FOR THE NEW CLARK CITY SPORTS COMPLEX IN NATIONAL GOVERNMENT ADMINISTRATIVE CENTER, NEW CLARK CITY, TARLAC

1. BCDA, through the 2021 General Appropriations Act (GAA) intends to apply the sum of **One Hundred Three Million Pesos and 00/100 (PhP 103,000,000.00)**, inclusive of all applicable government taxes and fees, being the Approved Budget for the Contract (ABC) to payments under the contract for the **Procurement of Operations and Maintenance (O&M) Services for the New Clark City Sports Complex, New Clark City, Tarlac** ("Project"). Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. BCDA now invites bids for **Procurement of Operations and Maintenance (O&M) Services of the New Clark City Sports Complex** which shall perform day-to-day management, administration, operations, and maintenance services.
3. Delivery of services is required for a period of eighteen (18) months upon the issuance of the Notice of Award. Bidders should have completed one (1) Contract similar to the project within the last five (5) years from the date of submission and receipt of bids (*June 2016 to June 2021*), equivalent to at least fifty (50%) percent of the ABC. In addition, the description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).

Similar Contract pertains to a management of a property of at least 10 hectares of land in size, with structures.

4. 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.
5. 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.
6. Prospective Bidders may obtain further information from BCDA and inspect the Bidding Documents at the address given below from **10 June 2021 to 08 July 2021, from 8AM to 3PM**, except Saturdays, Sundays and on holidays, and on **09 July 2021 from 8AM to 9AM**.

7. A complete set of Bidding Documents may be acquired by interested Bidders starting on 10 June 2021 from the given address and website(s) below and upon payment of a non-refundable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of PhP50,000.00. BCDA accepts payment first through online transfer or bank deposit to BCDA's Land Bank account prior to issuance of the Bidding Documents. Kindly coordinate with the Secretariat on the bank details.

It may also be downloaded from the website from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of BCDA (www.bcda.gov.ph). Interested Bidders who did not purchase the Bidding Documents will not be allowed to participate in the bidding.

8. BCDA will hold a Pre-Bid Conference on **17 June 2021 at 10:00AM** at the BCDA Corporate Center, 2F Bonifacio Technology Center, BGC, Taguig City and/or through video conferencing or webcasting via zoom or google meet, which shall be open to prospective bidders.
9. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below. Late bids shall not be accepted.
10. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
11. Bid opening shall be held on **09 July 2021 at 10AM** at BCDA Corporate Center, 2F Bonifacio Technology Center, BGC, Taguig City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
12. BCDA reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
13. For further information, please refer to:

MR. RAUL BUENSALIDA, Secretariat, Bids and Awards Committee
Telephone No.: (02) 8575-1700 / e-mail: rgbuensalida@bcda.gov.ph



ARREY A. PEREZ

Chairperson

Bids and Awards Committee for Goods

SECTION II. INSTRUCTIONS TO BIDDERS

1. Scope of Bid

The Procuring Entity, **BASES CONVERSION AND DEVELOPMENT AUTHORITY** wishes to receive Bids for the Operations and Maintenance of the New Clark City National Sports Facilities.

The Procurement Project (referred to herein as "Project") is composed of 19 technical manpower and 48 housekeeping personnel as well as maintenance services, 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 2021 General Appropriations Act in the amount of One Hundred Three Million Pesos and 00/100 (PHP 103,000,000.00).

2.2. The source of funding is NGA, the General Appropriations Act or Special Appropriations.

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 "1" 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 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.
- 5.3. 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:
- If applicable:
- 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.
 - b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
 - c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements, if and when applicable:
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies*] of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.
- 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 the 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 the specified date and time and either at its physical address *{[insert if applicable]}* and/or through videoconferencing/webcasting} as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within five (5) years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must

be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

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

13. Bid and Payment Currencies

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration¹ 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 *One Hundred Twenty (120) Days from the Date of the Bid Opening*. 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 **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

¹ 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 may be. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

BID DATA SHEET

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Management of at least a 10-hectare property, with structures. b. Completed one (1) single contract within the last 5 years (June 2016 to June 2021) prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is allowed up to 20% of the contract price, subject to approval of BCDA.
8	The Procuring Entity will hold a pre-bid conference for this Project on 17 June 2021, 10:00 AM at the BCDA Corporate Center, 2 nd Floor, Bonifacio Technology Center, 31 st St. corner 2 nd Ave., Bonifacio Global City, Taguig City.
9	The Procuring Entity's address is: BCDA Corporate Center 2 nd Floor, Bonifacio Technology Center 31 st St. corner 2 nd Ave., Bonifacio Global City, Taguig City
10.1	Please refer to Section VII. Technical Specifications for complete list of eligibility and technical requirement
10.2	The bidder's SLCC, similar to the contract to be bid, should have been completed within the last five (5) years (June 2016 to June 2021) prior to the deadline for the submission and receipt of bids.
12	The ABC is One Hundred Three Million Pesos and 00/100 (PhP 103,000,000.00) , inclusive of all applicable government taxes and fees, for the Procurement of Operations and Maintenance (O&M) Services for the New Clark City Sports Complex, New Clark City, Tarlac . Bids received in excess of the ABC shall be automatically rejected at bid opening.
13.2	The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> a. The amount of not less than Two Million Sixty Thousand Pesos and 00/100 (PhP 2,060,000.00) or equivalent to two percent (2%) of ABC, if

	<p>bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than Five Million One Hundred Fifty Thousand and 00/100 (PhP 5,150,000.00) or equivalent to five percent (5%) if bid security is in Surety Bond.</p>
15	Each Bidder shall submit one (1) original copy of the first component (eligibility and technical) and second component (financial) of its bid.
16.1	<p>The address for submission of bids is:</p> <p>Central Receiving and Releasing Area (CRRA) Bases Conversion and Development Authority BCDA Corporate Center 2nd Floor, Bonifacio Technology Center 31st St. corner 2nd Ave., Bonifacio Global City, Taguig City The deadline for submission of bids is 09 July 2021 at 9:00 AM.</p>
17.1	<p>The place of bid opening is BCDA Corporate Center, 2nd Floor, Bonifacio Technology Center, 31st St. corner 2nd Ave., Bonifacio Global City, Taguig City.</p> <p>The date and time of bid opening is 09 July 2021, at 10:00 AM.</p>
19.3	Partial bid is not allowed. The Project is a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
20.2	Not applicable
21.2	Not applicable

SECTION IV. GENERAL CONDITIONS OF CONTRACT

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

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

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

5. Warranty

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

SECTION V. SPECIAL CONDITIONS OF CONTRACT

GCC Clause	
1	<p>a. Terms of Reference (TOR) is shown in a separate document as Annex A</p> <hr/> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI. Schedule of Requirements</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is:</p> <p>ARISTOTLE GUERRERO Officer in Charge Property and Procurement Management Department Bases Conversion and Development Authority</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none"> (a) performance or supervision of on-site assembly and/or startup of the supplied Goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

- (e) training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

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.

Insurance –

The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity.

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.

Patent 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.
2.3	Maintain the GCC Clause
3.4	No further instructions
4	No further instructions
5.2	If applicable, the period for correction of defects in the warranty period is one (1) month.
6	All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

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.

The Operations and Maintenance Services of the NCC Sports Facilities to be started as stated in the Notice to Proceed:

Item No.	Description	Quantity	Total	Delivery Date, Weeks/Months
Facility Management and Housekeeping Services				18 Months (01 August 2021 – 31 January 2023)
1	Maintenance Personnel		19	
1.1	Facilities Manager	1		
1.2	Deputy Facilities Manager	1		
1.3	Administrative Assistant	1		
1.4	Facilities Engineer 1. Civil Engineer 2. Electrical Engineer 3. Electronics and Communications Engineer	3		
1.5	Senior Technician	1		
1.6	Electrician	2		
1.7	Painter	1		
1.8	Mechanical / AC Technician	2		
1.9	Plumber	2		
1.10	Welder	1		
1.11	Carpenter / Mason	2		
1.11	Gardener	1		
1.12	Receptionist – Athletes Village	1		
2	Housekeeping and Janitorial Services		48	
2.1	Supervisor / Overall supervision of the following premises: 1. Athletes' Village 2. Aquatics Center 3. Athletics Stadium	3		

2.1	Housekeeping Personnel			
	Place of Assignment: Athletes' Village	15		
	Place of Assignment: Aquatics Center	10		
	Place of Assignment: Athletics Stadium	14		
	Place of Assignment: River Park Corridor and Site Development	6		
3	Maintenance Services			
A.	Athletics' Stadium	1 lot		
	Provision of Operation and Maintenance Services on the following: 1. Generator Maintenance 2. Electrical System/ Panel Boards 3. Fire Alarm System 4. Electronic Systems 5. Elevator Maintenance 6. Scoreboard Operations and Maintenance 7. Security System Maintenance (CCTV and Access Control) 8. Fans, Blowers, and Pumps (Mechanical) 9. Air conditioning Units 10. Gym Equipment Maintenance 11. Pest / Termite Control 12. Garbage Collection and Disposal 13. Cleaning of Sanitary and Drainage Lines 14. Maintenance of Gardens and Landscaping 15. Glass and Roof Framing Cleaning 16. Grass Maintenance			
B.	Aquatics' Center	1 lot		
	Provision of Operation and Maintenance Services on the following: 1. Generator Maintenance 2. Electrical System/ Panel Boards 3. Fire Alarm System 4. Electronic Systems 5. Elevator Maintenance 6. Scoreboard Operations and Maintenance			

	<ul style="list-style-type: none"> 7. Security System Maintenance (CCTV and Access Control) 8. Fans, Blowers, and Pumps (Mechanical) 9. Air conditioning Units 10. Gym Equipment Maintenance 11. Pest / Termite Control 12. Garbage Collection and Disposal 13. Cleaning of Sanitary and Drainage Lines 14. Maintenance of Gardens and Landscaping 15. Glass and Roof Framing Cleaning 16. Cleaning and Maintenance of Swimming Pools 			
C.	Athletes' Village	1 lot		
	<p>Provision of Operation and Maintenance Services on the following:</p> <ul style="list-style-type: none"> 1. Generator Maintenance 2. Electrical System/ Panel Boards 3. Fire Alarm System 4. Electronic Systems 5. Elevator Maintenance 6. Security System Maintenance (CCTV and Access Control) 7. Ventilation Fans and Blowers 8. Air conditioning Units (Window Type) 9. Gym Equipment Maintenance 10. Pest / Termite Control 11. Garbage Collection and Disposal 12. Cleaning of Sanitary and Drainage Lines 13. Maintenance of Gardens and Landscaping 14. Cleaning of Glass Windows 15. Cleaning and Maintenance of Swimming Pool 			
D.	River Parks and Site Development	1 lot		
	<p>Provision of the Operations and Maintenance services:</p> <ul style="list-style-type: none"> 1. Electrical System 2. Sanitary and Drainage Lines 3. Landscape and Streetlights 4. Garbage Disposal and Collection 			

4	Maintenance Supplies			
A.	Athletics' Stadium	1 lot		
1	Fire Safety & Security			
2	Elevator Parts			
3	Emergency Power/ Genset			
4	Plumbing & Carpentry			
5	Air conditioning System and Mechanical Parts			
6	Electrical & Electronic Supplies			
7	Water Potability Test & Tank Cleaning			
8	Housekeeping Supplies & Materials			
9	Tools and Equipment			
B.	Aquatics Center	1 lot		
1	Fire Safety & Security			
2	Elevator Parts			
3	Emergency Power/ Genset			
4	Plumbing and Carpentry			
5	Air Conditioning/ Mechanical Systems			
6	Electrical & Electronic Supplies			
7	Water Testing & Tank Cleaning			
8	Housekeeping Supplies & Materials			
9	Tools & Equipment			
10	Glass and Roof and Framing Cleaning			
C.	Athletes' Village	1 lot		
1	Fire Safety & Security			

2	Elevator Parts			
3	Emergency Power/ Genset			
4	Plumbing & Carpentry			
5	Air conditioning and Mechanical Systems			
6	Electronic Supplies and Materials			
7	Water Potability Test & Tank Cleaning			
8	Tools & Equipment			
9	Supplies & Materials - Maintenance & Housekeeping			
10	Façade Cleaning and Maintenance			
D.	River Parks and Site Development			
1	Plumbing, Carpentry and Electrical Supplies			
2	Toilet Consumables			
3	Landscape Cleaning sets and supplies			
E.	Taxes and Permits (per Facility)	1 lot		
1	Professional Fees / Certifications			
2	Generator Permit to Operate from DENR and Building Official			
3	Elevator Permit			
4	FSIC Certificate			
5	Certificate of Annual Inspection (Mechanical, Electrical, Plumbing / Sanitary Permit)			

MINIMUM MONTHLY JANITORIAL AND MAINTENANCE SUPPLIES ON STOCK

No.	PARTICULARS
-----	-------------

1	Two-way radios
2	Floor Polisher
3	Trash bins
4	Hand Trolley/Housekeeping Cart
5	Mop Squeezer
6	Soft Broom
7	Dust pan
8	Rubber gloves
9	Mop Handle with Mop Head
10	Janitorial Belt Bag
11	Toilet Swab
12	Plastic Spray Gun
13	Toilet plunger
14	Wet floor Sign
15	Pranela
16	Trash Bags (XL), black
17	Trash Bags (Medium), black
18	Flexible Steel Leaf rake
19	Trash Bin Cart
20	Glass Cleaner (squeegee)
21	Floor Cleaner Disinfectant
22	Toilet Bowl Cleaner
23	Powdered/liquid soap
24	Liquid Hand Soap
25	Air Freshener
26	Furniture polish (shine-up)
27	Liquid Glass Cleaner
28	Tissue Paper
29	Paper Towel

30	Face Mask
31	CR rags
32	Long broom for cobweb
33	Broomstick
34	Raincoats
35	Rain boots
36	Wheelbarrow
37	Vacuum Cleaner

Bidder/Bidder's Authorized Representative:

Signature over Printed Name

Principal Bidder / Supplier

SECTION VII. TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS			
ITEM / SERVICE	MINIMUM QUANTITY	TECHNICAL SPECIFICATIONS / SCOPE OF WORK	STATEMENT OF COMPLIANCE
MAINTENANCE PERSONNEL			
Facilities Manager	1	<p>Qualification Requirements:</p> <ul style="list-style-type: none"> ● Must be a Licensed CIVIL Engineer with at least 5 years' experience in facilities management <p>Duties and Responsibilities:</p> <ul style="list-style-type: none"> ● Supervise all staffs responsible for the maintenance and operations of the Facilities of the Property ● Supervise all staffs responsible for housekeeping and maintained cleanliness of the Facilities of the Property ● Conduct regular meetings with maintenance and housekeeping services to discuss issues and concerns arising from the Facilities ● Ensure compliance with the MPSS and lead the preparation of monthly reports to be submitted to BCDA ● Recommend necessary repairs and maintenance works ● Attend to the administrative concerns of all contracted employees 	

		<ul style="list-style-type: none"> ● Perform other related duties as may be required by BCDA 	
Deputy Facilities Manager	1	<p>Qualification Requirements:</p> <ul style="list-style-type: none"> ● Must be a Licensed Engineer with at least 5 years' experience in facilities management <p>Duties and responsibilities:</p> <ul style="list-style-type: none"> ● Assist the Facilities manager in the supervision of all facilities staff responsible for the maintenance and operation of the Property ● Monitor the attendance and work of all the maintenance and housekeeping personnel ● Ensure compliance with the MPSS and lead the preparation of monthly reports to be submitted to BCDA ● Perform other related duties as may be required by BCDA 	
Administrative Assistant	1	<p>Qualification Requirements:</p> <ul style="list-style-type: none"> ● Must have at least 3 years' work experience <p>Duties and Responsibilities:</p> <ul style="list-style-type: none"> ● Handling of general office operations/ tasks such as document receiving, filing, generating reports, memos and presentation (as may be necessary) ● Provides support to the Facilities Management team in timely preparation of needed materials, work orders and request for repairs as well as preparing all necessary documentation materials 	

<p>Facilities Engineer</p>	<p>3</p>	<p>1. Mechanical Engineer 2. Electrical Engineer 3. Electronics and Communications Engineer</p> <p>Qualification Requirements:</p> <ul style="list-style-type: none"> ● Must be a Licensed Engineer with at least 3 years' experience in facilities management <p>Duties and Responsibilities:</p> <ul style="list-style-type: none"> ● Study all equipment manuals for each facilities and ensure that all facility equipment preventive maintenance programs are properly implemented ● Ensure that building equipment / facilities are in good condition and efficiently running ● Conduct regular inspection of sites equipment and facilities and conduct regular reports to the Facilities Manager regarding the technical operations of the facilities ● Make sure that all permits are up to date ● Ensure that all concerns and issues regarding the Property are resolved immediately ● Perform other related duties as may be required by BCDA 	
<p>Senior Technician</p>	<p>1</p>	<p>Qualification Requirements:</p> <ul style="list-style-type: none"> ● Must have at least 5 years' relevant working experience <p>Duties and Responsibilities:</p> <ul style="list-style-type: none"> ● Perform preventive maintenance on the facilities 	

		<ul style="list-style-type: none"> ● Monitor electrical and mechanical equipment within the Property ● Inspect building facilities to identify building maintenance needs ● Ensure that all concerns and issues regarding the Property are resolved immediately ● Perform other related duties as may be required by BCDA 	
Electrician	2	<p>Qualification Requirements:</p> <ul style="list-style-type: none"> ● Must be a licensed Master Electrician with at least 3 years' work experience <p>Duties and Responsibilities:</p> <ul style="list-style-type: none"> ● Conduct regular inspection and repair of facilities ● Ensure safety standards are observed and assist in performing preventive maintenance of the facilities ● Ensure that all concerns and issues regarding the Property are resolved immediately ● Perform other related duties as may be required by BCDA 	
Painter	1	<p>Qualification Requirements:</p> <ul style="list-style-type: none"> ● Must have at least 3 years' work experience <p>Duties and Responsibilities:</p> <ul style="list-style-type: none"> ● Perform tasks including painting and preventive maintenance repairs ● Perform repairs on facilities, equipment or appliances ● Perform other related duties as may be required by BCDA 	
Mechanical / AC Technician	2	<p>Qualification Requirements:</p> <ul style="list-style-type: none"> ● Must have at least 3 years' work experience 	

		<p>Duties and Responsibilities:</p> <ul style="list-style-type: none"> ● Perform regular maintenance work on cooling units and ensure that ventilation equipment and controls operate efficiently and continuously ● Diagnose electrical and mechanical defects and malfunctions ● Ensure that all concerns and issues regarding the Property are resolved immediately ● Perform other related duties as may be required by BCDA 	
Plumber	2	<p>Qualification Requirements:</p> <ul style="list-style-type: none"> ● Must have a Licensed Master Plumber with least 3 years' work experience <p>Duties and Responsibilities:</p> <ul style="list-style-type: none"> ● Perform regular maintenance work, leak detection, troubleshooting and repair of plumbing fixtures and equipment ● Ensure proper care in the use and maintenance of equipment and supplies ● Ensure that all concerns and issues regarding the Property are resolved immediately ● Perform other related duties as may be required by BCDA 	
Welder	1	<p>Qualification Requirements:</p> <ul style="list-style-type: none"> ● Must have at least 3 years' work experience <p>Duties and Responsibilities:</p> <ul style="list-style-type: none"> ● Provide support in the installation, preventive maintenance and repairs of fixtures and equipment ● Ensure that concerns and issues regarding welding 	

		<p>works are resolved immediately</p> <ul style="list-style-type: none"> ● Perform other related duties as may be required by BCDA
Carpenter / Mason	2	<p>Qualification Requirements:</p> <ul style="list-style-type: none"> ● Must have at least 3 years' work experience <p>Duties and Responsibilities:</p> <ul style="list-style-type: none"> ● Perform tasks including carpentry services and preventive maintenance repairs ● Perform repairs on facilities, equipment, and appliances ● Perform other related duties as may be required by BCDA
Gardener	1	<p>Qualification Requirements:</p> <ul style="list-style-type: none"> ● Must have at least 3 years' work experience <p>Duties and Responsibilities:</p> <ul style="list-style-type: none"> ● Maintain the grounds and gardens within the NCC Sports Facilities under minimum supervision ● Trim shrubs and trees, water, feed, transplant, and remove weeds ● Ensure that the soil is of the right quality and in good condition to grow the plants ● Keep the plants healthy and nourished by soil cultivation, digging, forking, mulching, watering, raking, weeding, edging, pruning, bed preparation and planting ● Maintain the cleanliness of the gardening tools and equipment at all times ● Perform other related duties as may be required by BCDA
Receptionist – Athletes' Village	1	<p>Qualification Requirements:</p>

		<ul style="list-style-type: none"> ● Must have at least 3 years' work experience <p>Duties and Responsibilities:</p> <ul style="list-style-type: none"> ● Greet and receive clients who will be staying at the Athletes' Village ● Responsible for the smooth operation of the Front Desk for the Athletes' Village ● Handle the reservations of the rooms and amenity areas for guests staying at the Athletes' Village ● In-charge of documentation of all concerns, inquiries, complaints and needed assistance from the guests and ensure that all concerns will be handled by the designated department ● Assist in the housekeeping of the rooms, amenity areas, and reception area and ensure that all of these areas are in great condition to receive guests ● Perform other related duties as may be required by BCDA 	
SUBTOTAL	19		
HOUSEKEEPING PERSONNEL			
<p>Supervisor / Overall supervision of the following premises:</p> <ol style="list-style-type: none"> 1. Athletes' Village 2. Aquatics Center 3. Athletics Stadium 	3	<p>Qualification Requirements:</p> <ul style="list-style-type: none"> ● Must have at least 2 years' work experience <p>Duties and Responsibilities:</p> <ul style="list-style-type: none"> ● Supervise the cleaning of the sports facilities and its surrounding area ● Monitor the attendance and work of the housekeeping personnel ● Submit a report on the housekeeping services ● Supervise movement of furniture, fixtures and 	

		<p>equipment as may be necessary</p> <ul style="list-style-type: none"> ● Attend to the administrative concerns of all contracted employees ● Perform other related duties as may be required by BCDA 	
<p>Housekeeping Personnel (Athletes' Village)</p>	<p>15</p>	<p>Qualification Requirements:</p> <ul style="list-style-type: none"> ● Must have at least 1 year' work experience in housekeeping and janitorial services <p>Duties and Responsibilities:</p> <ul style="list-style-type: none"> ● Responsible for the cleanliness and overall appearance of guest rooms and lobby, service and amenity areas ● Clean walls, floors, fixtures on standard cleaning procedures and change / empty waste baskets along the perimeter of the facility ● Cleaning and sanitizing of comfort rooms with the use of special sanitizing and disinfecting agents in wash basins, urinals and toilet bowls ● Provide basic housekeeping duties including changing the sheets, changing and arranging the towels, restocking toilet supplies (if needed), vacuuming, dusting, and rearranging the room after guests check out ● Check the condition of all guest rooms, facilities and fixtures and report defects to the supervisor for corrective actions ● Maintain and upkeep of perimeter surroundings and grounds of buildings, basketball court and pool area ● Assist in pool maintenance 	

		<ul style="list-style-type: none"> ● Report mechanical problems and repair works of facilities / utilities ● Other related duties as may be required by BCDA 	
Housekeeping Personnel (Aquatics Center)	10	<p>Qualification Requirements:</p> <ul style="list-style-type: none"> ● Must have at least 1 year' work experience in janitorial services <p>Duties and Responsibilities:</p> <ul style="list-style-type: none"> ● Responsible for the cleanliness and overall appearance of the facility. Sweeping, mopping, spot scrubbing and polishing of all floors. Common areas such as the main lobby, ingress and egress, and waiting areas shall be serviced continuously during regular hours to guarantee cleanliness ● Clean walls, floors, fixtures on standard cleaning procedures and change / empty waste baskets along the perimeter of the facility ● Cleaning and sanitizing of comfort rooms with the use of special sanitizing and disinfecting agents in wash basins, urinals and toilet bowls ● Dusting and cleaning of all glass tops, glass doors, window ledges, furniture and fixtures ● Collecting waste materials to be disposed off at designated disposal areas ● Assisting in the transfer/rearrangement of tables, chairs, cabinets, etc. ● Perform other related functions as may be assigned from time to time 	
Housekeeping Personnel	14	Qualification Requirements:	

(Athletics Stadium)		<ul style="list-style-type: none"> ● Must have at least 1 year' work experience in janitorial services <p>Duties and Responsibilities:</p> <ul style="list-style-type: none"> ● Responsible for the cleanliness and overall appearance of the facility. Sweeping, mopping, spot scrubbing and polishing of all floors. Common areas such as the main lobby, ingress and egress, and waiting areas shall be serviced continuously during regular hours to guarantee cleanliness ● Clean walls, floors, fixtures on standard cleaning procedures and change / empty waste baskets along the perimeter of the facility ● Cleaning and sanitizing of comfort rooms with the use of special sanitizing and disinfecting agents in wash basins, urinals and toilet bowls ● Dusting and cleaning of all glass tops, glass doors, window ledges, furniture and fixtures ● Collecting waste materials to be disposed off at designated disposal areas ● Assisting in the transfer/rearrangement of tables, chairs, cabinets, etc. ● Perform other related functions as may be assigned from time to time 	
Housekeeping Personnel (River Park Corridor and Site Development)	6	<p>Qualification Requirements:</p> <ul style="list-style-type: none"> ● Must have at least 1 year' work experience in janitorial services <p>Duties and Responsibilities:</p>	

		<ul style="list-style-type: none"> ● Maintain the grounds and garden of the New Clark City Sports Complex and the River Park Corridor ● Trim shrubs and trees, water, feed, transplant and remove weeds ● Ensure that the soil is of the right quality and in good condition to grow the plants ● Keep the plants healthy and nourished by soil cultivation, digging, forking, mulching, watering, raking, weeding, edging, pruning, bed preparation and planting ● Keep the borders, thoroughfares and foot paths clear and free from litter at all times ● Maintain the cleanliness of gardening tools and equipment at all times ● Cleaning and sanitizing of comfort rooms with the use of special sanitizing and disinfecting agents in wash basins, urinals and toilet bowls ● Collecting waste materials to be disposed off at designated disposal areas ● Perform other related functions as may be assigned from time to time 	
SUBTOTAL	48		
Preliminary Implementation Plan			

Bidder/Bidder’s Authorized Representative:

Signature over Printed Name

Principal Bidder / Supplier

SECTION VIII. CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or
- (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and
- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (e) 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**
- (f) 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**
- (g) 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**
- (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (i) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- (j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
or
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

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

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

- (m) *[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.
- (n) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

II. FINANCIAL COMPONENT ENVELOPE

- (o) Original of duly signed and accomplished Financial Bid Form; **and**
- (p) Original of duly signed and accomplished Price Schedule(s).

SECTION IX. BID FORMS

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

BID SECURING DECLARATION

Project Identification No.: *[Insert number]*

To: *[Insert name and address of the Procuring Entity]*

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we are declared the bidder with the Lowest Calculated Responsive

Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of [month] [year] at [place of execution].

*[Insert NAME OF BIDDER OR ITS
AUTHORIZED REPRESENTATIVE]*

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

APPENDIX "1"

Bid Form for the Procurement of Goods

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

To: *[name and address of Procuring Entity]*

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner:

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount or Commission or gratuity	Purpose of
---------------------------	----------------------------------	------------

(if none, state "None")]

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: _____

Legal capacity: _____

Signature: _____

Duly authorized to sign the Bid for and behalf of: _____

Date: _____

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:

1. *[Select one, delete the other:]*

[If a sole proprietorship:] I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];

[If a partnership, corporation, cooperative, or joint venture:] I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];

2. *[Select one, delete the other:]*

[If a sole proprietorship:] As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached duly notarized Special Power of Attorney;

[If a partnership, corporation, cooperative, or joint venture:] I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the [Name of the Procuring Entity], as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];

3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical

Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of *[Name of Bidder]* is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of ___, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

Contract Agreement Form for the Procurement of Goods (Revised)

[Not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT made the _____ day of _____ 20____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures in specified currency*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, viz.:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

iii. Performance Security;

iv. Notice of Award of Contract; and the Bidder's conforme thereto; and

v. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

[Insert Name and Signature]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Name of Supplier]

[Insert Procuring Entity]

Acknowledgment

[Format shall be based on the latest Rules on Notarial Practice]

SF-G&S-19A

**Statement of All Ongoing Government and Private Contracts
Including Contracts Awarded but not yet Started**

Business Name : _____
Business Address : _____

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name/ Address/ Contact Number	Kinds of Goods	Amount of Contract	Value of Outstanding Contracts	Date of Delivery
Government Contracts:							
1.							
2.							
Private Contracts:							
1.							
2.							
Total Amount:							

*Continue in a separate sheet if necessary.

Submitted by : _____
Signature over Printed Name of Authorized Representative

Date : _____

Note:

- If there is no ongoing contract including those awarded but not yet started, state none or equivalent term.
- The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC).

**Statement of Single Largest Completed Contract (SLCC)
Similar in Nature to the Contract to be Bid**

Business Name : _____
Business Address : _____

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name/Address/Contact Number	Kinds of Goods	Amount of Contract	Date of Delivery

Submitted by : _____
 Signature over Printed Name of Authorized Representative

Date : _____

Note:

This statement shall be supported by ANY of the following:

- End User's Acceptance; or
- Official Receipt of the last payment received; or
- Sales Invoice

SCHEDULE OF BIDDING ACTIVITIES

Bidding for the Procurement of Operation and Maintenance Services of the Sports Facilities in NGAC, New Clark City, Tarlac

No.	ACTIVITIES	DATE/SCHEDULE (2021)
1	Pre-Procurement Conference	21 May 2021
2	Posting / Publication (Website, PhilGEPS, and BCDA Premises)	10 June 2021
3	Issuance of Bid Documents	10 June 2021
4	Pre-Bid Conference	10:00 AM, 17 June 2021
5	Deadline for Request for Clarification, if any	22 June 2021
6	Issuance of Bid Bulletin, if any	25 June 2021
7	Deadline for Submission of the ff: <ul style="list-style-type: none"> ● Eligibility Requirements ● Financial Proposal 	09:00 AM, 09 July 2021
8	Opening of the ff: <ul style="list-style-type: none"> ● Eligibility Requirements ● Financial Proposal 	10:00 AM, 09 July 2021
9	Bid Evaluation (TWG's detailed evaluation of the submitted bids)	12-13 July 2021
10	Sending of Letters to the Bidder with LCB Advising of Conduct of Post-Qualification	17 July 2021
11	Post Qualification on the Bidder with LCB or succeeding LCB (if any)	20-24 July 2021
12	Deliberation by BAC of Results of Post qualification	27 July 2021
13	Issuance of BAC's Recommendation (based on the Results of Post-Qualification)	On or before 30 July 2021
14	Approval of BAC Resolution and Issuance of Notice of Award*	On or before 30 July 2021
15	Contract Signing and Issuance of Notice to Proceed	On or before 09 August 2021

****Subject to change***

The above schedule amends the posted schedules in the BDS accordingly.

