

TERMS OF REFERENCE

Operations and Maintenance of the New Clark City Sports Hub



1 Background

The Bases Conversion and Development Authority (BCDA) is mandated under Republic Act No. 7227, as amended by Republic Act No. 7917, to accelerate the sound and balanced conversion into alternative productive uses of the Clark and Subic military reservations and their extension, to raise funds by the sale of portions of Metro Manila Military Camps; and to apply said funds for the development and conversion into alternative productive uses of these properties.

Since its creation in 1992, the BCDA has remained at the forefront of development efforts in the country. It has proven to be one of the most successful government agencies in attracting investments, creating jobs for the Filipino people and boosting the Philippine economy.

BCDA is implementing the New Clark City (NCC) project, a flagship project of the Government of the Republic of the Philippines. This 9,450-hectare metropolis is set to rise in the northern portion of the 36,000-hectare Clark Freeport and Special Economic Zone (CFSEZ). The planned city landscape will be a new urban core north of Manila that will host businesses, domestic and international trade, schools and hospitals, research and development entities, and national government offices.

One of the planned developments in NCC is the NCC Sports Hub, which is part of the Phase 1A development of the National Government Administrative Center. The sports complex consisting of all the facilities necessary for the scientific sports training and development of the Philippine athletes is also geared to become a world-class facility which shall be the future venue for major international sporting events. Featured within this sports complex are the following:

- a. 20,000-seating capacity Athletics Stadium (IAAF-certified)
- b. 2,000-seating capacity Aquatics Center (FINA-certified)
- c. Athletes' Village
- d. NGAC River Park Corridor; and
- e. PGH-Satellite for Sports Medicine and Holistic Wellness

To support the vision of the NCC as the main hub of Philippine Sports, there is a need to engage the services of a reputable property management firm who will operate and maintain the existing sports facilities.

2 Description of Services

The services required under this Terms of Reference (TOR) shall be for the Operations and Maintenance (O&M) of Sports Facilities. This includes all aspects of day-to-day administration and management of the "MANAGED PROPERTY". The Managed Property shall refer to the following components of the NCC Sports Hub:

- a. Aquatics Center
- b. Athletics Stadium
- c. Athletes' Village and
- d. Parks and Site Development

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- 3 Objective** To procure the services of a reputable property management firm who will provide operations and maintenance services for the NCC Sports Hub and align the same with BCDA's institutional capacity as an O&M provider.
- 4 Scope of Services / Deliverables** The O&M Provider ("MANAGER") shall be responsible for the day-to-day management, administration, operations and maintenance of the Managed Property, which include the following services to be provided:
- 4.1 General Management** - The MANAGER shall have an shall have over-all responsibility for the day-to-day management and maintenance services of the Common Areas of the MANAGED PROPERTY and its facilities fully supported by on-site full-time personnel. The MANAGER shall also supervise on site staff and carefully monitor its contracted agencies for compliance with set standards and contracts.
- a. Provide integrated account management including supervising and evaluating current service delivery levels and methods and submitting enhancement opportunities proposals to improve quality, client, and cost performance;
 - b. Assign a full-time on-site management team, to be responsible for the day-to-day operational management and maintenance services of the MANAGED PROPERTY and its facilities to be headed by a Property Manager as over-all coordinator and single-point-of-contact for the MANAGER.
 - c. Confirm with the BCDA the appropriate executive and operational organizational structures for the management of the MANAGED PROPERTY;
 - d. Recruit, hire, train and supervise qualified and experienced technical and administrative staff to be assigned full-time for the TERM of the Contract;
 - e. Manpower complement that will be deployed at the onset of the Contract Period shall be reviewed periodically to determine if there is a need to decrease or increase their numbers, with the objective of achieving cost-efficient operation of the MANAGED PROPERTY; and
 - f. Source, evaluate, recommend, manage and supervise service contractors.
- 4.2 Building Operations.** The MANAGER shall have technical and engineering functions, including service contractors' operations, safety provisions, monitoring of fit-out and implementation of fit-out guidelines:
- a. Provide property management services associated with the building/facility infrastructure improvements within the sports facilities and Athletes' Village to ensure critical business operations and that the facilities are as free as possible from interruptions due to (1) building systems or equipment/component failures, and (2) infrastructure

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capacities being exceeded by operational business demands (particularly in regards to mechanical, electrical and system communication capacities). Ensure all business environments (including those with full 24/7 back-up capabilities) are free from all controllable interruptions and fully operational;

- b. Review established contingency plans and emergency procedures to ensure effectiveness and ensure that all operating manuals are consistently updates and consciously followed;
- c. Manage the activities and ensure efficiency of deployed technical personnel, including but not limited to engineers and technicians ("Technical Group") and implement the BCDA-verified and consented "House Rules" and fit-out guidelines, appoint nominated sub-contractors, if applicable, vetting and approval of occupants' drawings, co-orientation and supervision of tenant's works, contractor's access, moving-in schedules, etc., and ensure that all operations conform to the agreed service level standard;
- d. Prescribe and enforce a comprehensive planned preventive and predictive maintenance services (engineering maintenance), remedial repair services and property/equipment inspections ensuring all building equipment, components and systems operate as intended in compliance with industry's best practices within the MANAGED PROPERTY;
- e. Provide supervision and maintenance, repair and project management systems associated with the various facilities / building systems (including electrical services, elevator services, energy conservation, fire/life safety services, general building maintenance services, infrastructure project management, mechanical and plumbing services) to ensure that all systems function as designed to maintain system reliability and conserve energy, and to identify improvement opportunities to increase reliability, extend capabilities and reduce operating costs; and
- f. Provide pest control services to deliver a pest-free environment and employ effective control, measures for ants, roaches, flies, termites, and other potentially destructive or irritating insects' and pests;

4.3 Administrative Services. The MANAGER shall provide administrative services at the MANAGED PROPERTY, including supervision of services' contractors, management of car parking operations, security, housekeeping and Service Desk operation.

- a. Provide full general cleaning services daily for all facilities and installations including, but not necessarily limited to: entrances, hallways, gym rooms, locker and shower rooms, amenity areas, internal and external walls, internal and

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external glass panels, ceilings, spectators' seating areas, parking lots, river park corridor, among others;

- b. Janitorial services will include structure roster cleaning services as well as ad-hoc services and shall include all required equipment, supplies and consumables including bathroom supplies;
- c. Coordinate with the utility service providers for the monitoring and maintenance of utilities within the MANAGED PROPERTY;
- d. Provide grounds and landscape maintenance services including cleaning of facility surroundings, parking lot, driveway, water drainage ways and repairs;
- e. Provide support services at the Athletes' Village including management and procurement of food services caterers, laundry service providers, as well as supervisory responsibility of third party users of pantries and kitchens during and after events at the NCC Sports Hub;
- f. Provide parking administration, interior plants and decorations, signage services, environment health and safety services and related services;
- g. Operate the Service Desk to maintain professional work order management and occupier satisfaction; and
- h. Provide additional and supplemental janitorial services during special events at the NCC Sports Hub, which shall be subject to a special agreement with the events organizer to be approved by BCDA.

4.4 Financial Services. The MANAGER shall cover all finance and accounting related function, including reportorial obligations.

- a. Establish, implement, and validate financial management systems and procedures; and
- b. Provide BCDA with monthly reports for the costs incurred in the operations and management of the Property.

4.5 Emergency Support Services. The MANAGER shall provide support services in Emergency cases and will be actively involved in emergency situations and will closely coordinate with BCDA.

- a. Set-up an evacuation team who will be responsible in bringing out the occupants to a safe place during emergency situation.
- b. Set-up A Fire Brigade Team, composed of two teams to cover 24 hours a day:
- c. Ensure that safety and security procedures are strictly implemented within the MANAGED PROPERTY; and

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- d. Conduct regular inspection of the MANAGED PROPERTY at least once a month.

The abovementioned services shall be conducted by the MANAGER in accordance with the instructions and directions made or to be made by the BCDA at any time before completion. The MANAGER shall conduct consultation and coordination with BCDA in relation to the undertaking of its responsibilities.

- 5 Approved Budget for the Services**

The Approved Budget for the Contract (ABC) is **One Hundred Three Million Pesos and 00/100 only (Php 103,000,000.00)**, inclusive of all applicable taxes and fees for the Period of 01 July 2021 – 31 December 2022.
- 6 Manner of Payment**

Payment of the Contract Price shall be paid by BCDA to the MANAGER every month, upon submission and approval of supporting documents acceptable to BCDA, in accordance with generally accepted accounting and auditing rules and regulations.
- 7 Minimum Qualifications**

The MANAGER must possess the following minimum qualifications:

 - a. Must be 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;
 - b. At least five (5) years' experience in Property Management; and
 - c. Must have completed, within the last five (5) years from the date of submission and receipt of bids, a Contract similar to the Project, equivalent to at least fifty percent (50%) of the ABC.
 - d. Similar contract pertains to the Management of a property of at least 10 hectares in size.
- 8 Procedure for the Evaluation of Bids**

The objective of BCDA for this Project is to select the best MANAGER with extensive experience and expertise in property management.

The procurement of the MANAGER shall be in accordance with the procedures set in IRR of the Republic Act No. 9184.
- 9 Liquidated Damages**

The MANAGER obligates itself to perform and complete all the services within the period specified in the Bidding Documents and the Contract beginning from the starting date exclusive of such extensions of time as may be mutually agreed upon in writing. Should the MANAGER fail to complete the services within the stipulated time, liquidated damages, not by way of penalty, shall be paid to BCDA by the MANAGER in an amount equal to one-tenth of one percent (1/10 of 1%) of the cost of the unperformed portion for every day of delay.
- 10 Confidentiality Clause**

The MANAGER warrants the full confidentiality of all information gathered for the contract given by BCDA, unless the latter indicates the contrary. The MANAGER shall not disclose any communication disclosed to him for the purpose of this Services. After the completion of the contract, all

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materials, data, and other related documents provided must be returned to BCDA.

The MANAGER shall not be engaged by any person or entity whose business or interests are against the interests of BCDA. This prohibition shall subsist for a period of two (2) years after the expiration of the contract.

11 Standard of Services

The MANAGER shall fulfil its obligations under the agreement by using its technical expertise and according to the best-accepted professional and industry standards. The MANAGER shall exercise all reasonable skill, care, diligence, and prudence in the discharge of the duties agreed to be performed and shall always work in the best interest of BCDA. To attain these, the MANAGER shall provide personnel with sufficient qualifications and experience to ensure the full and satisfactory accomplishment of the required services/undertakings.

The services shall be conducted by the MANAGER in accordance with the instructions or directions made or to be made by the BCDA at any time before its completion. The MANAGER shall conduct regular consultation with BCDA in relation to the undertaking of its responsibilities under the Contract Agreement.

15 Conflict of Interest

Any prospective MANAGER who is directly associated or who may be directly associated with any entity having a conflict of interest in or bias against the BCDA Group shall be disqualified from the bidding of the project.

In all cases, the prospective MANAGER who is indirectly associated or who may be indirectly associated with any entity that may have a conflict of interest in or bias against the BCDA Group shall be required to disclose the extent of such relationship so that the BCDA may act upon the same accordingly.

16 Corrupt, Fraudulent, Collusion, and Coercive Practices

Any attempt by a bidder to influence the project team or its authorized representatives in the evaluation of the bids or contract award decision shall result in the rejection of its bid or revocation of award as the case may be, and the implementation of other sanction/s and remedies as provided for by law.