



**PROCUREMENT FOR THE  
SUPPLY, DELIVERY AND INSTALLATION OF  
STRENGTH AND CONDITIONING EQUIPMENT FOR THE  
NATIONAL ACADEMY OF SPORTS (NAS) - PHASE 1  
AT NEW CLARK CITY**

MARCH 2022



## **Glossary of Acronyms, Terms, and Abbreviations**

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as Proposal and Tender. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means “delivered duty paid.”

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

Foreign-funded Procurement or Foreign-Assisted Project– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as civil works or works. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure projects or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

**SECTION I.**

# **INVITATION TO BID**

## INVITATION TO BID

### PROCUREMENT FOR THE SUPPLY, DELIVERY AND INSTALLATION OF STRENGTH AND CONDITIONING EQUIPMENT FOR THE NATIONAL ACADEMY OF SPORTS (NAS) – PHASE 1 AT NEW CLARK CITY

1. The **BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA)**, through the General Appropriations Act FY 2021 (validity extended pursuant to Republic Act No. 11640), intends to apply the **Approved Budget for the Contract (ABC) of Seven Million Nine Hundred Fourteen Thousand Pesos and 00/100 (PhP7,914,000.00)**, inclusive of all applicable taxes and fees, to payments under the Contract for the **Procurement for the Supply, Delivery and Installation of Strength and Conditioning Equipment for the NAS – Phase 1 at New Clark City**.

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

2. BCDA now invites bids for the **PROCUREMENT FOR THE SUPPLY, DELIVERY AND INSTALLATION OF STRENGTH AND CONDITIONING EQUIPMENT FOR THE NATIONAL ACADEMY OF SPORTS (NAS) – PHASE 1 AT NEW CLARK CITY**. The delivery of the Strength and Conditioning Equipment is required within One Hundred Twenty (120) calendar days upon receipt of the Notice to Proceed. Bidders should have completed, within five (5) years (March 2017 to March 2022) prior to the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II, Instructions to Bidders.
3. Bidding will be conducted through competitive bidding procedure using a non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (RIRR) of Republic Act (RA) 9184, otherwise known as the “Government Procurement Reform Act”.

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

4. Prospective bidders may obtain further information from BCDA and inspect the Bidding Documents at the address given below during business hours from 8:00 AM – 5:00 PM and/or at the BCDA website (<https://bcda.gov.ph/bids>).
5. A complete set of Bidding Documents may be acquired by interested Bidders from the BCDA Corporate Center, 2<sup>nd</sup> Floor Bonifacio Technology Center, 31<sup>st</sup> St. cor. 2<sup>nd</sup> Avenue, Bonifacio Global City, Taguig City, starting **18 March 2022 (Friday)** up to **10 April 2022 (Sunday)** from 8:00 AM to 5:00 PM except Saturdays, Sundays and Holidays, and until 09:00 AM on **11 April 2022 (Monday)**, upon payment of a non-refundable fee of Ten Thousand Pesos and 00/100 (PhP 10,000.00), pursuant to RA 9184.

The Procuring Entity accepts payment for the fees *in cash or manager's check*.

The Bidding Document may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of BCDA ([www.bcda.gov.ph](http://www.bcda.gov.ph)). BCDA shall only accept bids from those that have paid the applicable fee for the Bidding Documents.

6. BCDA will hold a Pre-Bid Conference (online coverage) on **25 March 2022 (Friday) at 2:00 PM** at the BCDA Corporate Center, 2<sup>nd</sup> Floor Bonifacio Technology Center, 31<sup>st</sup> St. cor. 2<sup>nd</sup> Avenue, Bonifacio Global City, Taguig City, and via video conferencing thru Google/Zoom Meet, which shall be open to prospective bidders. To be able to **join the online pre-bid conference**, a scanned written request shall be made/e-mailed to the BAC Secretariat.
7. Bids must be duly received by the BAC Secretariat at the BCDA Corporate Center, 2nd Floor Bonifacio Technology Center, 31st St. cor. 2nd Avenue, Bonifacio Global City, Taguig City on or before **11 April 2022 (Monday) at 9:00 AM**.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **11 April 2022 (Monday) at 10:00AM** at the BCDA Corporate Center, 2nd Floor Bonifacio Technology Center, 31st St. cor. 2nd Avenue, Bonifacio Global City, Taguig City. Bids will be opened in the presence of the bidders' representatives who choose to attend the Bid Opening at the address mentioned in the preceding paragraph, and at the same time, via video conferencing through Google Meet. An email invitation will be sent to bidders who purchased the bid documents.

Late bids shall not be accepted.

10. 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 Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
11. Prospective bidders are expected to have read the bidding documents including the technical specifications prior to attending the pre-bid conference.

For further information, please refer to:

Mr. Raul G. Buensalida, Head  
BAC-G Secretariat  
rgbuensalida@bcda.gov.ph  
(02) 8575-1700

## **BIDS AND AWARDS COMMITTEE FOR GOODS**

By:

**JOSHUA M. BINGCANG**  
Chairperson

**SECTION II.**

# **INSTRUCTION TO BIDDERS**



# INSTRUCTIONS TO BIDDERS

## 1. Scope of Bid

The Procuring Entity, BCDA wishes to receive Bids for the Procurement for the Supply, Delivery and Installation of Electrical Equipment for the National Academy of Sports (NAS) – Phase 1 at New Clark City referred herein as “Project”).

The Procurement Project (referred to herein as “Project”) is composed of Supply, Delivery and Installation of Electrical Equipment, the details of each are described in Section VII Technical Specification.

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for *the Procurement for the Supply, Delivery and Installation of Strength and Conditioning Equipment for the National Academy of Sports (NAS) – Phase 1 at New Clark City* in the amount of **Seven Million Nine Hundred Fourteen Thousand Pesos and 00/100 (PhP7,914,000.00)**, *inclusive of all government taxes and fees.*

2.2. The source of funding is GAA 2021/2022, in pursuant to the Republic Act No. 11640 or the extension of the validity of the GAA 2021.

## 3. Bidding Requirements

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

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

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

## 4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

## 5. Eligible Bidders

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

Foreign ownership limited to those allowed under the rules may participate in this Project.

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be equivalent to at least fifty percent (50%) of the ABC; or at least two (2) similar completed contracts with the aggregate amount equivalent to at least fifty percent (50%) of the ABC. The similar contract shall have been completed within five (5) years from the date of submission and receipt of bid.

For this purpose, contracts similar to the Project shall be those described in the **Bid Data Sheet** and completed within five (5) years (March 2017 to March 2022) from the date of submission and receipt of bid.

- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.
- 5.5. For the supply of select goods or equipment, the Bidder is required to submit additional eligibility documents specified in **Section III Annex A Terms of Reference**.

## 6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the United Nations 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.

BCDA has prescribed that subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Goods.

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

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **25 March 2022** at **9:00 AM** at the **BCDA Corporate Center, 2<sup>nd</sup> Floor, Bonifacio Technology Center 31<sup>st</sup> Street corner 2<sup>nd</sup> Avenue, Bonifacio Global City Taguig City** and/or through video conferencing thru Google/Zoom meet, which shall be open to prospective bidders. To be able to join the online pre-bid conference, a scanned written request shall be made/e-mailed to the BAC Secretariat.

## 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** (*March 2017 to March 2022*) 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 e.
  - b. For Goods offered from abroad:

- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
- ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

### **13. Bid and Payment Currencies**

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

13.2. Payment of the contract price shall be made in Philippine Pesos.

### **14. Bid Security**

14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and Bid Security shall be valid until one hundred twenty (120) calendar days from the date of the opening of bids. 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.

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<sup>1</sup> In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

## **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.

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 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 15 shall be submitted for each lot or item separately.
- 19.3. The detailed descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:

One Project having several items, that shall be awarded as one contract.

- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## 20. Post-Qualification

- 20.2. 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**.
- 21.2. At the same time as the Procuring Entity notifies the successful Bidder that its bid has been accepted, the Procuring Entity shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 21.3. Within ten (10) calendar days from receipt of the Notice of Award from BCDA, the successful Bidder or its duly authorized representative shall formally enter into an Contract with BCDA provided that all the documentary requirements are complied with.
- 21.5. The following documents shall form part of the Contract:
  - a. Contract Agreement/Purchase Order;
  - b. Bidding Documents;
  - c. Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements 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;
  - d. Performance Security or Performance Securing Declaration, as the case may be;
  - e. Notice of Award of Contract; and
  - f. Other contract documents that may be required by existing laws and/or specified in the **BDS**.

**SECTION III.**

# **BID DATA SHEET**



## BID DATA SHEET

ITB Clause							
5.3	<p>The Bidder must have completed a single contract that is similar to the project, equivalent to at least fifty percent (50%) of the ABC on a per lot basis; or at least two (2) similar completed contracts with the aggregate amount equivalent to at least fifty percent (50%) of the ABC on a per lot basis. The similar contract shall have been completed within five (5) years (March 2017 to March 2022) from the date of submission and receipt of bid.</p> <p>For this purpose, contracts similar to the Project shall be Supply and delivery of Sports Equipment and/or Strength and Conditioning Equipment and/or Fitness Testing &amp; Monitoring Equipment and/or Physical Therapy &amp; Rehabilitation Equipment.</p>						
7.1	<p>Subcontracting is allowed.</p> <p>The Bidder may subcontract portions of the Project, or any specific Lot provided that the maximum percentage allowed to be subcontracted shall not exceed twenty percent (20%) of the ABC on a per lot basis.</p> <p>Subcontractors must comply with the eligibility criteria stated in ITB Clause 5.</p>						
12	<p>The price of the Goods shall be quoted as delivered and installed with the place of destination at New Clark City Capas, Tarlac Philippines duty paid <i>in Philippine Pesos</i>.</p>						
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> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">AMOUNT OF BID SECURITY</th> <th style="text-align: center;">FORM OF BID SECURITY</th> </tr> </thead> <tbody> <tr> <td>PhP 158,280.00 2% of the ABC</td> <td>Cash, cashier's/ manager's check, bank draft/guarantee or irrevocable letter of credit</td> </tr> <tr> <td>PhP 395,700.00 5% of the ABC</td> <td>Surety Bond</td> </tr> </tbody> </table>	AMOUNT OF BID SECURITY	FORM OF BID SECURITY	PhP 158,280.00 2% of the ABC	Cash, cashier's/ manager's check, bank draft/guarantee or irrevocable letter of credit	PhP 395,700.00 5% of the ABC	Surety Bond
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PhP 158,280.00 2% of the ABC	Cash, cashier's/ manager's check, bank draft/guarantee or irrevocable letter of credit						
PhP 395,700.00 5% of the ABC	Surety Bond						
19.3	<p>The ABC is Seven Million Nine Hundred Fourteen Thousand and 00/100 (PhP 7,914,000.00), inclusive of all applicable government taxes and fees</p>						
20.2	<p>Submission of any sample for the post qualification purposes shall not be allowed.</p> <p>Inspection and functional testing shall be done upon the BCDA's determination prior to acceptance and payment of each Lot.</p> <p>On the other hand, the Bidder is required to submit <b>Product Brochures</b> and/or other related documents containing the description and specifications of each item <b>to be offered and/or Certificate from the Manufacturer, certifying compliance</b></p>						

	<p><b>in all the specifications of each item to be offered as part of their technical envelope during opening of bids.</b></p>
<p>21.1</p>	<p>a. The cost of proposal shall be inclusive of all applicable taxes, applicable cost of installation and service requirements, fees and other charges relative to the bid;</p> <p>b. The bid price shall be written in words and figures in the prescribed form. In case of discrepancy between the words and figures, the amount written in words shall prevail.</p> <p>c. The bidding shall be conducted on the date, time, and location as published in the Invitation to Bid. The bid date will be schedule for one (1) day and the sequence of bidding will be as follows:</p> <p style="text-align: center;"><b>Opening of Bids on 11 April 2022 at 10:00 AM:</b></p> <ul style="list-style-type: none"> <li>● <b>Eligibility Requirements</b></li> <li>● <b>Financial Proposal</b></li> </ul> <p>d. The Contract will be awarded to the bidder who is declared as the “Lowest Calculated and Responsive Bid”.</p> <p>e. In case of a tie, after the post qualification the provisions of the GPPB Circular 06-2005 (Tie Breaking Method) shall apply e.g. coin toss.</p> <p>f. A bid price higher than the specified ABC, either taken as a whole or on a per lot basis shall automatically be disqualified.</p>

**SECTION IV.**

**GENERAL  
CONDITIONS OF  
CONTRACT**

# 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**.
- 2.3. For a single-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier in its bid.
- 2.4. For multi-year Framework Agreement, prices charged by the Supplier for Goods delivered and/or services performed under a Call-Off shall not vary from the prices quoted by the Supplier during conduct of Mini-Competition.

## 3. Performance Security

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

## 4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section 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**

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

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

## **6. Liability of the Supplier**

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

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

**SECTION V.**

**SPECIAL  
CONDITIONS OF  
CONTRACT**

## SPECIAL CONDITIONS OF CONTRACT

GCC Clause	
1	<p>Additional requirement for the completion of the Contract.</p> <p><b>A. Delivery and Documents –</b></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>For Goods supplied from abroad, the delivery terms applicable to the Contract are Delivered Duty Paid (“DDP”) delivered in New Clark City Capas Tarlac Philippines. In accordance with International Commercial Terms “INCOTERMS.”</p> <p>For Goods supplied from within the Philippines, the delivery terms applicable to this Contract are delivered in New Clark City Capas, Tarlac Philippines. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is the <b>Project Manager, National Academy of Sports</b></p> <p><b>B. Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirement:</p> <ol style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods. In cases where supplied goods are required to be stored on the designated site prior to installation or assembly, the Supplier shall store properly such goods at an area identified by BCDA and shall transfer all such goods and equipment in the delivery.</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>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</li> <li>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</li> </ol>

- repair of the supplied Goods;
- f. performance of demonstration activities and functional testing and evaluation activities of the supplied equipment prior to the issuance of Notice of Acceptance or the signing of any applicable Testing Report by BCDA.

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.

### **C. Spare Parts –**

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a. such spare parts as BCDA may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
  - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
  - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of that is three times the warranty period that is specified for each select goods and equipment.

Spare parts or components shall be supplied as promptly as possible, but in any case, within not more than two (2) months from placing the order.

### **D. Packaging –**

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.



The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by BCDA.

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

Name of the Procuring Entity:

Name of the Supplier

Contract Description

Final Destination

Gross weight

Any special lifting instructions

Any special handling instructions

Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

#### **E. Transportation**

Where the 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.

BCDA accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.

	<p><b>F. Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify BCDA against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	Terms of Payment as specified in Section VIII Annex A Terms of Reference.
4	<p>Inspection and Test</p> <p>BCDA shall inspect and accept the delivery made by the Supplier by seeing that the quantity and quality of the Good or Equipment is in accordance with the requirements under Section VII Technical Specifications.</p> <p>BCDA shall determine appropriate course of actions as regards the issues and concerns in connection with the delivery, inspection, testing and acceptance for all the Lots included in this bidding on a case to case basis.</p> <p>For the purpose of acceptance, the Supplier shall have to pass the functional testing and evaluation requirement of BCDA. BCDA shall determine the number of goods or equipment that will be subjected to functional testing. The item selected for testing shall be part of the delivery, however, before acceptance, any worn-out or damaged parts shall be replaced immediately</p> <p>All incidental expenses including handling, shipping, and item replacements, shall be shouldered by the winning Bidder.</p> <p>Only after the successful functional rest and final acceptance of a specific lot, the items will be paid by the BCDA.</p>

**SECTION VI.**

# **SCHEDULE OF REQUIREMENTS**

## SCHEDULE OF REQUIREMENTS

### Strength and Conditioning Equipment

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

	Description	Qty.	Delivery Schedule
<b>F. STRENGTH &amp; CONDITIONING EQUIPMENT</b>			
F.1	HIGH-POWER TREADMILL (REGULAR COMMERCIAL TREADMILL)	2	Within 120 calendar days from receipt of Notice to Proceed
F.2	MANUAL CURVED TREADMILL	1	
F.3	INDOOR CYCLING BIKE	2	
F.4	SKI ERGOMETER	1	
F.5	ROWING ERGOMETER	2	
F.6	ASSAULT BIKE	2	
F.7	AIR POWERED FUNCTIONAL TRAINER	2	
F.8	FUNCTIONAL TRAINER ACCESSORIES	2	
F.9	ATHLETIC POWER RACK	2	
F.10	MULTI-ADJUSTABLE BENCH	3	
F.11	FLAT OLYMPIC BENCH WITH WEIGHT STORAGE	2	
F.12	RUBBER DUMBBELL SET WITH URETHANE HANDLES AND RETURN RACK	2	
F.13	ADJUSTABLE PULLEY OUTRIGGER	1	
F.14	PLATE-LOADED LINEAR HACK SQUAT	1	
F.15	OLYMPIC BUMPER PLATES	10	
F.16	OLYMPIC WEIGHTLIFTING PLATFORM	2	
F.17	OLYMPIC BAR (FOR MEN - 20KG)	5	
F.18	OLYMPIC BAR (FOR WOMEN - 15KG)	5	
F.19	TRAP BAR	2	
F.20	MEDICINE BALL	4	
F.21	SLAM BALL	3	
F.22	SUSPENSION TRAINER	4	
F.23	KETTLEBELL WITH CHROME HANDLE SET	3	
F.24	PLYO BOX	3	
F.25	SPEED, AGILITY, QUICKNESS KIT	3	
F.26	RECOVERY KIT	10	
F.27	ELASTIC BAND KIT	3	
F.28	WALL-MOUNTED GYM TIMER	2	

BCDA shall subject the delivered items to functional testing prior to acceptance. All such items that were subjected to functional testing shall be part of the delivery, however, before acceptance the worn-out or damaged parts shall be replaced.

All incidental expenses including handling, shipping, and functional testing shall be shouldered by the winning bidder/supplier.

The Bidder hereby commits to deliver the goods and equipment following the requirements in Section VII Technical Specification, within the specified day to comply with the additional conditions for delivery and acceptance as determined by the BCDA.

**Bidder's Authorized Representative:**

---

Signature over Printed Name

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Principal Bidder / Supplier

**SECTION VII.**

**TECHNICAL  
SPECIFICATIONS  
(see attached document)**

**SECTION VIII.**

**CHECKLIST OF  
TECHNICAL AND  
FINANCIAL  
DOCUMENTS**

# CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS

## I. TECHNICAL COMPONENT ENVELOPE

### ***Class "A" Documents***

#### *Legal Documents*

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

#### *Technical Documents*

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;  
**or**  
Original copy of Notarized Bid Securing Declaration; **and**
- (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**
- (f) Original duly signed Omnibus Sworn Statement (OSS);  
**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;
- (g) Evidence supplement to the Technical Specifications Form such as Product Brochures and/or other related documents containing the description and specifications of each item to be offered and/or Certificate from the Manufacturer, certifying compliance in all the specifications of each item to be offered as part of their technical envelope during opening of bids.

#### *Financial Documents*

- (h) The Supplier's audited financial statements for 2020, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions; **and**
- (i) 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***

- (j) 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)

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

**II. FINANCIAL COMPONENT ENVELOPE**

- (a) Original of duly signed and accomplished Financial Bid Form; **and**
- (b) Original of duly signed and accomplished Price Schedule(s)

***ANNEX "A"***  
***TERMS OF REFERENCE (TOR)***

## TERMS OF REFERENCE

### PROCUREMENT FOR THE SUPPLY, DELIVERY AND INSTALLATION OF STRENGTH AND CONDITIONING EQUIPMENT FOR THE NATIONAL ACADEMY OF SPORTS (NAS) – PHASE 1 AT NEW CLARK CITY

#### I. GENERAL BACKGROUND

1. The Bases Conversion and Development Authority (BCDA) is implementing the New Clark City Project (NCC), a flagship project of the Government of the Republic of the Philippines. This 9,450-hectare metropolis is a planned city landscape north of Metro Manila that will host businesses, domestic and international trade, schools and hospitals, research and development entities, regional tourism centers, national government offices, and international headquarters.
2. On 09 June 2020, the Republic Act No. 11470 or the National Academy of Sports Act (“NAS Act”) was created to establish the National Academy of Sports System (NAS System) for secondary education program integrated with special curriculum on sports to be offered to natural-born Filipino citizens with offered on a full scholarship basis. The NAS System shall be attached to the Department of Education (DepEd), in close coordination with the Philippine Sports Commission (PSC).
3. The NAS Act mandates the BCDA with critical undertakings towards the establishment of the NAS System by requiring the provision the project site, undertake the construction and ensure that funding for the construction works is secured:

(Section 5) Construction and Site of the NAS Main Campus.

“Provide the land for the site by way of usufruct in perpetuity”, and “be in charge of the construction of classrooms, dormitories, and other sports facilities, and related amenities as may be determined by the Board of Trustees at the New Clark City campus”.

(Section 21) Appropriations.

“BCDA shall likewise immediately include in its procurement plan the construction of classrooms, dormitories, and other sports facilities and related amenities for the NAS main campus whose funding shall also be included in the General Appropriations Act.”

4. The construction program for the infrastructure development of the NAS System is divided by phases to manage the works required. This project covers the Phase 1 construction works, which is prioritized to provide the facilities that should be present to accommodate the first batch of students under the junior high school level. Phase 2 development, which is targeted to commence in 2023, will include the provision of expansion works as well as the provision of dormitory, kitchen hall, and

more sporting facilities to provide a full-service facility for the campus as both the administrative and the academic population reaches their optimal level.

## **II. SCOPE OF WORK**

The scope of works is provided in Section VII Technical Specifications where the instructions and minimum specification for the supply, delivery and installation of the materials, goods and equipment involved are described in detail.

As part of the delivery, BCDA shall also conduct inspection and functional testing prior to the acceptance and payment.

## **III. QUALIFICATIONS OF BIDDER**

1. The Bidder must have at least FIVE (5) years of existence as a reliable provider of Electrical Equipment.
2. The Bidder must have completed a single contract that is similar to the project, equivalent to at least fifty percent (50%) of the ABC; or at least two (2) similar completed contracts with the aggregate amount equivalent to at least fifty percent (50%) of the ABC. The similar contract shall have been completed within five (5) years (March 2017 to March 2022) from the date of submission and receipt of bid.

For this purpose, contracts similar to the Project shall be Supply and delivery of electrical equipment.

3. The Bidder must have a service center / service center partner located within the National Capital Region (NCR) or Central Luzon for after sales services upon the duration of the warranty period required for each goods or equipment provided to BCDA.
4. The Bidder must be a manufacturer or an accredited distributor or partner of at least One (1) brand for any of the electrical equipment.

## **IV. ADDITIONAL REQUIREMENTS TO BE SUBMITTED BY THE BIDDER**

### **1. *During Opening of Bids***

As part of their technical envelope during opening of bids, the Bidder is required to submit evidence to support their statement provided in the Technical Specifications Compliance Form. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during the Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.

The evidence that is required to supplement the Technical Specifications Form may be a Product Brochure and/or other related documents containing the description and

details of **each item** to be offered and/or Certificate from the Manufacturer, certifying compliance in all the specifications of **each item** to be offered.

## 2. During Post-Qualification Evaluation

- a. The Bidder with the Lowest Calculated Bid shall submit a sworn statement certifying that the brand/s of the items to be supplied is/are existing in the market for at least five (5) years.
- b. The Bidder with the Lowest Calculated Bid shall submit a duly notarized **“Manufacturer’s Authorization Form”** (template provided in Annex B, Bidding Forms) as proof of partnership with the manufacturer (i.e. Authorized reseller/distributor) of at least one brand of **goods or equipment** to be supplied. In case the Bidder is the manufacturer, the Bidder shall state the same in the Manufacturer’s Authorization Form.
- c. The Bidder with the Lowest Calculated Bid must submit the duly notarized **“Statement of After Sales Support Availability”** (template provided in Annex B, Bidding Forms) stating the Bidder’s commitment to extend their full guarantee and warranty as per the warranty clause for the goods offered under the submitted bid with explicit warranty requirement in Section VII Technical Specification. The location of such specific service centers shall be within the **National Capital Region** or **Central Luzon Region 3**. The after-sales support center shall be available for technical support **for the entire duration of the warranty period required for each selected goods or equipment.**

## V. DELIVERY SCHEDULE

The procured items shall be delivered within One Hundred Twenty (120) Calendar Days upon the date of receipt of Purchase Order/Notice to Proceed.

## VI. PLACE OF DELIVERY

The place of delivery will be at National Academy of Sports Campus, New Clark City Capas, Tarlac.

## VII. APPROVED BUDGET FOR THE CONTRACT (ABC)

The total ABC is **Seven Million Nine Hundred Fourteen Thousand Pesos and 00/100 (PhP 7,914,000.00)**, inclusive of all applicable government taxes and fees. Any bid with a financial component exceeding the ABC shall not be accepted.

In all cases, the NFCC computation must be at least equivalent to the ABC to be bid.

## VIII. TERMS OF PAYMENT

In consideration of the requirements under this TOR, payment to the winning Bidder shall be made upon completion of the scope of works subject to the usual auditing and accounting procedures.

- A. Payments shall be made only upon a certification by the BCDA to the effect that the Goods have been supplied, delivered, and installed in accordance with the

terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President, no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract.

- B. The currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

#### **IX. WARRANTY**

In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty security shall be required from the contract awardee for a minimum period of one (1) year after acceptance by the BCDA of the delivered supplies in accordance with Section 62.1 of the 2016 revised IRR of RA No. 9184.

The obligation for the warranty shall be covered by either retention money in an amount equivalent to at least one percent (1%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) of the total contract price. The said amounts shall only be released after the lapse of the warranty period.

#### **X. CORRUPT, FRAUDULENT, COLLUSIVE AND COERCIVE PRACTICE**

Any attempt by the bidder to influence the BAC or its authorized representatives in the evaluation of the bids or contract award decisions shall result in the rejection of its bid or revocation of award as the case may be, and the application of other sanctions and remedies provided by law.

#### **IX. RESERVATION CLAUSE**

BCDA reserves the right to accept or reject any and all proposals, to terminate the procurement process, or to reject all proposals at any time prior to the contract award, without thereby incurring any liability to the affected proponent bidders.

***ANNEX "B"***  
***BID FORMS***

**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 and Currency	Purpose of Commission or gratuity
---------------------------	---------------------	-----------------------------------


*(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]***

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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]*

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

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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]*

**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
<b><u>Government Contracts:</u></b>							
1.							
2.							
<b><u>Private Contracts:</u></b>							
1.							
2.							
<b>Total Amount:</b>							

\*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).

**SF-G&S-19B**

**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

**FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK**

- A. Summary of the Applicant Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the attached income tax return and audited financial statement, stamped "RECEIVED" by the Bureau of Internal Revenue or BIR authorized collecting agent, for the immediately preceding year and a certified copy of Schedule of Fixed Assets particularly the list of construction equipment.

		Year 20
1.	Total Assets	
2.	Current Assets	
3.	Total Liabilities	
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

- B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:  
NFCC = K (current asset – current liabilities) minus value of all outstanding works under ongoing contracts including awarded contracts yet to be started

NFCC = P \_\_\_\_\_

$K = 15$

Submitted by:

\_\_\_\_\_  
Name of Supplier / Distributor / Manufacturer

\_\_\_\_\_  
Signature of Authorized Representative  
Date : \_\_\_\_\_

**NOTE:**

1. If Partnership or Joint Venture, each Partner or Member Firm of Joint Venture shall submit the above requirements.

**Performance Securing Declaration (Revised)**

***[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]***

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REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_) S.S.

**PERFORMANCE SECURING DECLARATION**

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacture/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
  - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
    - i. Procuring Entity has no claims filed against the contract awardee;
    - ii. It has no claims for labor and materials filed against the contractor; and
    - iii. Other terms of the contract; or
  - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

**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]*



[Letterhead of Manufacturer]

**Price Schedule for Goods Offered from Abroad**  
[shall be submitted with the Bid if bidder is offering goods from Abroad]

**For Goods Offered from Abroad**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page \_\_\_\_  
of \_\_\_\_

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 5)	Unit Price Delivered Duty Unpaid (DDU)	Unit price Delivered Duty Paid (DDP)	Total Price delivered DDP (col 4 x 8)

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

**Price Schedule for Goods Offered from Within the Philippines**  
*[shall be submitted with the Bid if bidder is offering goods from within the Philippines]*

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**For Goods Offered from Within the Philippines**

Name of Bidder \_\_\_\_\_ Project ID No. \_\_\_\_\_ Page  
 \_\_\_ of \_\_\_

1	2	3	4	5	6	7	8	9	10
Item	Description	Country of origin	Quantity	Unit price EXW per item	Transportation and all other costs incidental to delivery, per item	Sales and other taxes payable if Contract is awarded, per item	Cost of Incidental Services, if applicable, per item	Total Price, per unit  (col 5+6+7+8)	Total Price delivered Final Destination  (col 9) x (col 4)

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

## Manufacturer's Authorization Form

### **BASES CONVERSION AND DEVELOPMENT AUTHORITY**

**ENGR. JOSHUA M. BINGCANG**

Chairperson

BCDA Corporate Center 2<sup>nd</sup> Floor Bonifacio Technology Center

31<sup>st</sup> St. Cor. 2<sup>nd</sup> Avenue Bonifacio Global City Taguig

**Project Name: Procurement for the Supply, Delivery and Installation of  
Electrical Equipment for the National Academy of  
Sports (NAS) - Phase 1 in New Clark City**

We, *[name of manufacturer]* located at *[business address]* is an established reputable manufacturer of the following goods and equipment:

*[specific goods/equipment]*

No.	Particular

This form is issued to inform your office that our partner, *[name of bidder]* with office address at *[bidder's office address]* is an authorized distributor [or reseller] of the products offered in this bidding and that we hereby authorize and support their submission of Bid to the Bases Conversion and Development Authority. *(Otherwise, kindly state if the manufacturer is the same as the Bidder).*

This certification is being issued upon the request of *[name of bidder]* as per your invitation to bid.

[name over signature of Manufacturer representative]

[Designation]

Contact Information

[Date]

[Letterhead of Bidder]

**Statement of  
After Sales Support Availability**

**BASES CONVERSION AND DEVELOPMENT AUTHORITY  
ENGR. JOSHUA M. BINGCANG**

Chairperson

BCDA Corporate Center 2<sup>nd</sup> Floor Bonifacio Technology Center  
31<sup>st</sup> St. Cor. 2<sup>nd</sup> Avenue Bonifacio Global City Taguig

**Project Name: Procurement for the Supply, Delivery and Installation of  
Electrical Equipment for the National Academy of  
Sports (NAS) - Phase 1 in New Clark City**

We, [***name of bidder***] located at [***business address***] is an established reputable company and authorized distributor of the following goods and equipment  
[specific goods/equipment]

No.	Particular

This form is issued to inform your office that we hereby extend our full guarantee and warranty as per the warranty clause for our goods offered under our bid.

This is to further certify that the after-sales service centers situated in the following location/s are available:

<b>Store Name</b>	
<b>Brand Covered</b>	
<b>Location</b>	
<b>Contact information</b>	

[add as necessary for other Brands]

[name over signature]  
[Bidder Representative/Designation]  
Contact Information  
[Date]

**SCHEDULE OF BIDDING ACTIVITIES\***

**PROCUREMENT FOR THE SUPPLY, DELIVERY AND INSTALLATION OF ELECTRICAL EQUIPMENT FOR THE NATIONAL ACADEMY OF SPORTS (NAS) - PHASE 1 IN NEW CLARK CITY**

<b>No.</b>	<b>Activities</b>	<b>Date/Schedule (2022)*</b>
1	Pre-Procurement Conference	18 February 2022 (Friday)
2	Posting / Publication (Website, PhilGEPS, BCDA Premises & Newspaper)	18 March 2022 (Friday)
3	Issuance of Bid Documents	18 March 2022 (Friday)
<b>4</b>	<b>Pre-Bid Conference</b>	<b>2:00 PM, 25 March 2022 (Friday)</b>
5	Deadline for Request for Clarification, if any	30 March 2022 (Wednesday)
6	Issuance of Bid Bulletin, if any	01 April 2022 (Friday)
<b>7</b>	<b>Deadline for Submission of the ff:</b> · <b>Eligibility Requirements</b> · <b>Financial Proposal</b>	<b>9:00 AM, 11 April 2022 (Friday)</b>
<b>8</b>	<b>Opening of the ff:</b> · <b>Eligibility Requirements</b> · <b>Financial Proposal</b>	<b>10:00 AM, 11 April 2022 (Friday)</b>
9	Bid Evaluation (TWG 's detailed evaluation of the submitted bids)	11-18 April 2022
10	Presentation of Bid Evaluation Results	1:00PM, 18 April 2022 (Monday)
11	Sending of letter to the Bidder with LCB advising them on the conduct of Post Qualification	19 April 2022 (Tuesday)
12	Post Qualification on the Bidder with LCB or succeeding LCB (if any)	20 April- 02 May 2022 (Wednesday-Monday)
13	Deliberation by BAC of the Results of Post qualification	02 May 2022 (Monday)
14	Issuance of BAC's Recommendation (based on the Results of Post-Qual)	On or before <b>09 May 2022 (Monday)</b>
15	Approval of BAC Resolution and Issuance of Notice of Award*	On or before <b>11 May 2022 (Wednesday)</b>
16	<b>Issuance of Notice to Proceed and Contract Signing</b>	On or before <b>27 May 2022 (Friday)</b>

**\*Subject to change**

