

BASES CONVERSION AND DEVELOPMENT AUTHORITY

REBIDDING FOR THE PROCUREMENT OF A SERVICE PROVIDER FOR THE INTERIM OPERATIONS AND MAINTENANCE (O&M) OF THE NEW CLARK CITY (NCC) SPORTS FACILITIES UNDER A TWENTY SEVEN (27) - MONTH SERVICE CONTRACT

**Sixth Edition
July 2020**

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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

CDA - Cooperative Development Authority.

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

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

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

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I.

Invitation to Bid for

REBIDDING FOR THE PROCUREMENT OF A SERVICE PROVIDER FOR THE INTERIM OPERATIONS AND MAINTENANCE (O&M) OF THE NEW CLARK CITY (NCC) SPORTS FACILITIES UNDER A TWENTY SEVEN (27) - MONTH SERVICE CONTRACT

1. The **BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA)**, through the General Appropriations Act (GAA) intends to apply the sum of **One Hundred Fifty Seven Million Eight Hundred Seventy Four Thousand Nine Hundred Eighty Four Pesos & 25/100 Only (Php157,874,984.25)**, inclusive of VAT and all other applicable government taxes, fees, and charges, being the Approved Budget for the Contract (ABC) to payments under the contract for the Rebidding for the Procurement of a Service Provider for the Interim Operations and Maintenance (O&M) of the New Clark City (NCC) Sports Facilities under a Twenty Seven (27) - Month Service Contract with Project Identification Number (reference no.) of BG2023-231 .

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

<i>Lot</i>	<i>Description</i>	<i>Quantity</i>	<i>ABC</i>
1	<i>Rebidding for the Procurement of a Service Provider for the Interim Operations and Maintenance (O&M) of the New Clark City (NCC) Sports Facilities under a Twenty Seven (27) - Month Service Contract</i>	1	<i>Php157,874,984.25 (inclusive of VAT and all other applicable government taxes, fees)</i>

2. The BCDA now invites bids for the **Rebidding for the Procurement of a Service Provider for the Interim Operations and Maintenance (O&M) of the New Clark City (NCC) Sports Facilities** under a Twenty Seven (27) - Month Service Contract. Delivery of the Goods is required to start within thirty (30) calendar days from the receipt of Notice to Proceed. Bidders should have completed, within five (5) years prior from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instruction to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “pass/fail” criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184, otherwise known as the “Government Procurement Reform Act”
 - a. 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..

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4. Prospective Bidders may obtain further information from BCDA and inspect the Bidding Documents at the address given below from Monday to Friday, 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, 2nd Floor Bonifacio Technology Center, 31st St. cor. 2nd Avenue, Bonifacio Global City, Taguig City, starting **25 August 2023 to 12 September 2023 from 8:00 AM to 5:00 PM**, except Saturdays, Sundays and Holidays, and until **10:00 AM on 13 September 2023 (Wednesday)**, upon payment of a non-refundable fee, pursuant to the latest Guidelines issued by the GPPB,

The cost of the bidding documents is **Php50,000.00**.

The Procuring Entity shall allow the bidder to present its proof of payment for the fees in cash, manager's check or via online fund transfer to BCDA Account. .3

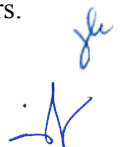
The Bidding Documents may also be downloaded from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of BCDA (www.bcda.gov.ph). Only bidders who purchased the Bidding Documents will be allowed to submit bids.

6. BCDA will hold a Pre-Bid Conference on **1 September 2023 (Friday) at 9:00 AM** at BCDA Corporate Center 2nd Floor Bonifacio Technology Center, 31st Street Corner 2nd Avenue, Crescent Park West Bonifacio Global City, Taguig and/or through video conferencing or webcasting via Zoom or Google Meet, which shall be open to prospective bidders. To be able to **join the online pre-bid conference**, a written request shall be made/e-mailed to the BAC-G Secretariat by the prospective bidders.
7. Bids must be duly received on or before, **10:00 AM on 13 September 2023 (Wednesday)** at the BCDA Corporate Center, 2nd Floor Bonifacio Technology Center, 31st St. cor. 2nd Avenue, Bonifacio Global City, Taguig City. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 14**.
9. Bid opening shall be on **13 September 2023 (Wednesday) at 11:00 AM** at the same address given above. Bids will be opened in the presence of the bidders' representatives who choose to attend. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The Pre-bid Conference and the Opening of Bids are hybrid events. Prospective bidders may choose to attend online via zoom or in person at the BTC Office.

For those attending in person, the following guidelines must be followed:

- Attendees to the Pre-bid Conference and Opening of Bids will be required to follow the BCDA Health Protocols; and
 - Observers/representatives who show signs of COVID-19 related symptoms are not allowed to enter the BCDA premises.
11. BCDA reserves the right to waive minor defects in forms and requirements as long as they do not affect the genuineness and authenticity of the documents submitted.
 12. BCDA reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.





For more information, please refer to:

Mr. Daniel Carlo M. Fabila
BAC-G Secretariat
(02)8575-1774, bacgsecretariat@bcda.gov.ph

You may visit the following website, for downloading of Bidding Documents:
<https://www.bcda.gov.ph/bids>

Date of Issuance: 25 August 2023

BIDS AND AWARDS COMMITTEE FOR GOODS

By:



RICHARD BRIAN M. CEPE
Chairperson

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Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, BCDA wishes to receive Bids for the project **Rebidding for the Procurement of a Service Provider for the Interim Operations and Maintenance (O&M) of the New Clark City (NCC) Sports Facilities under a Twenty Seven (27) - Month Service Contract** with Project Identification Number (reference no.) of **BG2023-231**.

The Procurement Project (referred to herein as “Project”) is composed of one (1) Lot, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for the **Rebidding for the Procurement of a Service Provider for the Interim Operations and Maintenance (O&M) of the New Clark City (NCC) Sports Facilities under a Twenty Seven (27) - Month Service Contract** in the amount of **One Hundred Fifty Seven Million Eight Hundred Seventy Four Thousand Nine Hundred Eighty Four Pesos & 25/100 Only (Php157,874,984.25)**, *inclusive of all government taxes and fees*.

2.2. The source of funding is the **General Appropriation Act**.

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. As applicable,

a. 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.

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

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

As applicable:

a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.

- c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements, if and when applicable:
 - i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies*] of the ABC for this Project; and
 - ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

7.1. The Procuring Entity 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 1 September 2023 (Friday) at 9:00 AM at the BCDA Corporate Center, 2nd Floor, Bonifacio Technology Center 31st Street corner 2nd Avenue, Bonifacio Global City Taguig City and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within five (5) *years* prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

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 Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and Bid Security shall be valid until one hundred twenty (120) calendar days from its issuance. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

- 17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **ITB**. 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.

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

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 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, shall be awarded as one (1) contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

ITB Clause									
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <p>a. “Property management of an estate or complex with mixed-use developments, buildings, and parks”.</p> <p>b. Similar Contract completed within five (5) years prior to the deadline for the submission and receipt of bids.</p>								
7.1	Subcontracting is allowed which shall not exceed twenty percent (20%) of the total contract price.								
12	The price of the Goods shall be quoted as delivered and installed at the MANAGED PROPERTY, Sports Facility Complex, New Clark City								
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> <p>a. The amount of not less than to two percent (2%) of ABC, if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than to five percent (5%) of ABC if bid security is in Surety Bond.</p>								
19.3	<p><i>The ABC is <u>One Hundred Fifty Seven Million Eight Hundred Seventy Four Thousand Nine Hundred Eighty Four Pesos & 25/100 Only (Php 157,874,984.25)</u></i>, inclusive of all applicable taxes and fees. breakdown are as follows:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Lot</th> <th style="text-align: center;">Quantity</th> <th style="text-align: center;">Item/Description</th> <th style="text-align: center;">ABC</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">1</td> <td>Rebidding for the Procurement of a Service Provider for the Interim Operations and Maintenance (O&M) of the New Clark City (NCC) Sports Facilities under a Twenty Seven (27) -</td> <td style="text-align: center;">₱ <u>157,874,984.25</u></td> </tr> </tbody> </table>	Lot	Quantity	Item/Description	ABC	1	1	Rebidding for the Procurement of a Service Provider for the Interim Operations and Maintenance (O&M) of the New Clark City (NCC) Sports Facilities under a Twenty Seven (27) -	₱ <u>157,874,984.25</u>
Lot	Quantity	Item/Description	ABC						
1	1	Rebidding for the Procurement of a Service Provider for the Interim Operations and Maintenance (O&M) of the New Clark City (NCC) Sports Facilities under a Twenty Seven (27) -	₱ <u>157,874,984.25</u>						

		Month Contract	Service	
	<p>The ABC shall be the upper limit or ceiling for the bid prices. Bid prices that exceed the ABC shall be disqualified outright.</p> <p>Bid prices that exceed the ABC shall be disqualified outright.</p>			
20.2	<i>No further instructions</i>			
21.2	<i>No further instructions</i>			

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

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

3. Performance Security

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

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC**, **Section VII (Terms of Reference)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The

Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

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

6. Liability of the Supplier

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

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

Section V. Special Conditions of Contract

GCC Clause	
1	<p><i>Additional requirements for the completion of this Contract.</i></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered to MANAGED PROPERTY, Sports Facility Complex, New Clark City. 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 Representatives at the Project Site are: Ronald Abustan , Ranilo V. Liwanag and Alyssa Jean Pascua.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;

	<p>c. furnishing of detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</p>
	<p>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</p>
	<p>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>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</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ol style="list-style-type: none"> 1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and 2. in the event of termination of production of the spare parts: <ol style="list-style-type: none"> 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.

	<p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the costs thereof are included in the contract price.</p>
	<p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [<i>indicate here the time period specified. If not used, indicate a time period of three times the warranty period</i>].</p>
	<p>Spare parts or components shall be supplied as promptly as possible, but in any case, within [<i>insert appropriate time period</i>] months of placing the order.</p>
	<p>Packaging –</p> <p>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.</p> <p>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 the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity</p> <p>Name of the Supplier</p> <p>Contract Description</p> <p>Final Destination</p> <p>Gross weight</p> <p>Any special lifting instructions</p> <p>Any special handling instructions</p> <p>Any relevant HAZCHEM classifications</p>

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

2.2	<p>Terms of Payment</p> <p>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.</p> <p>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. No payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract.</p> <p>The currency in which payment is made to the Supplier under this Contract shall be in Philippine Peso</p>
4	<p>Inspection and Test BCDA shall inspect and accept the delivery made by the Supplier by seeing that the quantity and quality of the Good or Equipment are in accordance with the requirements under Section VII Terms of Reference. BCDA shall determine the appropriate course of action as regards the issues and concerns in connection with the delivery, inspection, testing, and acceptance of all the Lots included in this bidding on a case-to-case basis. 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 All incidental expenses including handling, shipping, and item replacements, shall be shouldered by the winning Bidder. Only after the successful functional rest and final acceptance of a specific lot, the items will be paid for by the BCDA.</p>

Section VI. Schedule of Requirements

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

Lot No	Description	Quantity	ABC per Lot	Delivery, Weeks/Months
1	Rebidding for the Procurement of a Service Provider for the Interim Operations and Maintenance (O&M) of the New Clark City (NCC) Sports Facilities under a Twenty Seven (27) - Month Service Contract	1	<u>Php157,874,984.25</u>	To start within thirty (30) calendar days from the receipt of Notice to Proceed.

I hereby commit to comply with and deliver the above requirements.

Bidder's Authorized Representative:

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Section VII. Technical Specifications/ Terms of Reference

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

	<p>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.</p> <p>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.</p> <p>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.</p> <p>One of the planned developments in NCC is the NCC Sports Facility Complex, 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</p>		
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	<p>within this sports complex are the following:</p> <ul style="list-style-type: none"> 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 <p>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.</p>		
	<p>II. DESCRIPTION OF THE SERVICE</p> <p>The services required under this Terms of Reference (TOR) shall be for the Interim Operations and Maintenance (O&M) of Sports Facilities. This includes all aspects of the day-to-day administration and management of the "MANAGED PROPERTY" located at New Clark City, Tarlac. The Managed Property shall refer to the following components of the NCC Sports Complex:</p> <ul style="list-style-type: none"> a. Aquatics Center b. Athletics Stadium including Warm Up Track, Throwing Area and Open Parking (in front of AV) c. Athletes' Village d. River Parks and Site Development including Sewerage Treatment Plant (STP). <p>The map of the Managed Property is attached as Annex "A".</p>		

III. DURATION OF CONTRACT

The Contract shall be for a period of twenty seven (27) months, effective from **01 October 2023 to 31 December 2025**, subject to pre termination of contract depending on the performance rating of the O&M Service Provider for provision of above mentioned service, unless otherwise terminated pursuant to causes stated in the contract.

BCDA shall evaluate the work performance of the Service Provider based on the Minimum Performance Specifications and Standards (MPSS). The passing performance rating should be at least Highly Satisfactory for the continuation of the Contract. To achieve a Highly Satisfactory performance rating, the O&M Service Provider should not incur any Liquidated Damages, and an aggregate Penalty of no more than 1% of the Total Contract Price, at the conclusion of twelve (12) months from the date of signing of the Contract.

For this purpose, BCDA will review the performance of the O&M Service Provider after every six (6) months starting from the date of signing of the Contract.

BCDA may require at least one (1) month to decide whether to extend the contract.

BCDA may opt to extend the contract on a periodic month-to-month basis but not to exceed an aggregate period of one year upon terms and condition mutually acceptable to the parties concerned, provided that all the conditions set forth in the Revised guidelines on the extension of contracts for general support service (Appendix 24 of the 2016 Revised Implementing Rules and Regulation of R.A No. 9184).

	<p>IV. OBJECTIVE</p> <p>To procure the services of a reputable property management firm who will provide the interim operations and maintenance services for the NCC Sports Facility Complex.</p>		
	<p>V. SCOPE OF SERVICES/DELIVERABLES</p> <p>The O&M Service Provider 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:</p> <p>1. General Management - The O&M Service Provider shall have an overall responsibility for the day-to-day management and maintenance services of the MANAGED PROPERTY, including Common Areas, fully supported by on-site full-time personnel. The O&M Service Provider shall also supervise the on-site staff and carefully monitor its contracted agencies for compliance with the MPSS and Contract, to wit:</p> <p>a. Provide integrated account management which features a proactive and personal approach that creates mutually beneficial customer relationships including supervising and evaluating current service delivery levels and methods and submitting enhancement opportunities proposals to improve quality, client, and cost performance;</p> <p>b. Assign a full-time on-site management team, to be responsible for the day-to-day operational</p>		

	<p>management and maintenance services of the MANAGED PROPERTY and its facilities to be headed by a Facility Manager as over-all coordinator and single-point-of-contact for the O&M Service Provider. Personnel deployed as part of the management team shall not be employed or under contract in any of BCDA's existing projects, joint ventures, affiliates, lease contracts or concessionaires;</p> <p>c. Set-up an appropriate operational organizational structure for the management of the MANAGED PROPERTY;</p> <p>d. Recruit, hire, train and supervise qualified and experienced technical and administrative staff to be assigned full-time for the TERM of the Contract including Housekeeping Personnel. The Minimum qualification and numbers of the required technical, administrative and housekeeping personnel are identified in Annex "B" - Minimum Qualification for Key & Housekeeping Personnel. Personnel employed full-time for this engagement shall not be employed or under contract in any of BCDA's existing projects, joint ventures, affiliates, lease contract or concessionaires;</p> <p>e. Deploy manpower as scheduled in Annex "C" Schedule of Manpower</p>		
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	<p>Requirements. Periodically review deployment of manpower complement to determine if there is a need to decrease or increase the numbers, with the objective of achieving cost-efficient operation of the MANAGED PROPERTY. In such case, adjustments to the contract amount shall be made accordingly in compliance with applicable laws, rules and regulations brought into force and effect by the Government of the Philippines or local government including but not limited to rules, valid and binding regulations and notifications made there under, judgements, decrees, injunctions, and any orders of the court of record, relevant guidelines, methodologies and other regulations that are binding on the BCDA and which are in all cases applicable to this Contract;</p> <p>f. Source, evaluate, recommend, manage and supervise service contractors subject to review and approval of the BCDA considering technical capability and experience;</p> <p>g. Facilitate timely renewal and/or submission of all permits and licenses needed to operate the MANAGED PROPERTY;</p> <p>h. Undertake energy and water saving measures;</p> <p>i. Provide its personnel with compensation and benefits compliant with existing labor laws, including the</p>		
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	<p>necessary social security and other benefits mandated by law in addition to the direct compensation as payment of their services.</p> <p>j. Ensure and guarantee that the salaries and benefits of its personnel deployed are properly paid on time in accordance with law. The O&M Service Provider shall acknowledge the right of BCDA to conduct payroll audit at any given time during the contract period.</p> <p>k. The O&M Service Provider shall conduct a periodic performance evaluation of all listed key and housekeeping personnel deployed every six months and shall submit to BCDA the performance evaluation report within five (5) days after such evaluation. BCDA shall monitor the performance of the personnel and shall provide First Notice to the O&M Service Provider on account of unsatisfactory performance of particular personnel, if any. If the same individuals continue to perform unsatisfactory, BCDA may issue a Second Notice to the O&M Service Provider. If the employee incurs two (2) unsatisfactory performance, the BCDA may terminate the said personnel.</p> <p>If any of the O&M personnel, including personnel of subcontracted services, has been performing unsatisfactorily, remiss in the performance of</p>		
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	<p>his/her duties, and/or found liable for committing acts detrimental to BCDA, the O&M Service Provider shall cause the replacement of the subject personnel at any time.</p> <p>1. The O&M Service Provider must provide at least 1 - unit of Telescopic Boom Truck with retractable human lift/bucket and 1 - unit of 6,000 liters water truck during the contract. The service vehicle deployed shall be in good operational condition throughout the duration of the contract. Maintenance including the supply of lubricant and fuel for the purpose of services shall be the responsibility of the O&M Service Provider for the duration of the Contract.</p> <p>The Ambulance Vehicle required under Annex "D" Schedule of Maintenance Supplies Tools and Equipment Requirements shall be turned-over and transferred to the BCDA, in good condition, upon completion of the contract without any cost.</p> <p>m. The O&M Service Provider shall provide at least one (1) on-site Safety Officer assigned in compliance with the environmental work and provide safety management, advice, monitoring, and reporting in the workplace, and engage staff in programs that ensure safe practice in the workplace.</p>		
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	<p>2. Building Operations. The O&M Service Provider shall have technical and engineering functions, including service contractors' operations, safety provisions, monitoring of fit-out and implementation of fit-out guidelines:</p> <ul style="list-style-type: none"> a. Provide property management services associated with the building, facility infrastructure, or improvements within the MANAGED PROPERTY to ensure critical business operations and the facilities are as free as possible from interruptions due to (1) building systems or equipment/component failures, and (2) infrastructure 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 updated 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 		
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	<p>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;</p> <p>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;</p> <p>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</p>		
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	<p>capabilities and reduce operating costs. The services must be witnessed by BCDA assigned personnel</p> <p>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;</p> <p>g. Provide repairs and maintenance of the landscape, parks and green/open spaces including the river park, road network, pitches (stadium and warm up track fields), throwing area, STP, Athletes' Village, Aquatics Center, and Athletics Stadium</p> <p>h. Provide repairs and maintenance on the road network, sanitary/drainage system including bicycle lanes, pedestrian sidewalk, pathwalk of river park, and parking areas.</p> <p>i. The O&M Service Provider shall supply all necessary consumable supplies, tools and equipment not listed in the Annex "D" Schedule of Maintenance Supplies Tools and Equipment Requirements for the operation and maintenance of MANAGED PROPERTY to BCDA, free of charge, such as, but not limited to, fuel, oil, lubricants, fertilizer, river sand, loam soil.</p>		
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	<p>3. Administrative Services. The O&M Service Provider shall provide administrative services of the MANAGED PROPERTY, including supervision of service contractors, management of car parking operations, housekeeping and Service Desk operation</p> <ul style="list-style-type: none"> 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 external glass panels, ceilings, spectators' seating areas, parking lots, river park corridor, among others; b. Implement proper solid waste management collection and disposal; c. 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; d. Coordinate with the utility service providers for the monitoring and maintenance of utilities within the MANAGED PROPERTY; e. Provide grounds and landscape maintenance services including cleaning of facility surroundings, parking lot, driveway, water drainage ways and repairs; 		
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	<ul style="list-style-type: none"> f. Provide assistance during and after events at the Athletes' Village including management of food service caterers, laundry service providers and pantry and kitchen users; g. Provide parking / traffic management plans for the entire NCC Sports Complex; h. Provide parking administration, interior plants and decorations, signage services, environment health and safety services and related services; i. Operate the Service Desk at the Athletes' Village to manage guest relations, room assignments and guest services; j. 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; k. Use the appropriate tools and equipment to carry out proper and efficient maintenance cleaning of the MANAGED PROPERTY's facade, including but not limited to the glass curtain wall and aluminum composite panel/cladding; and, l. Provide grounds and landscape maintenance services including cleaning of facility surroundings, 		
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	<p>parking lot, driveway, water drainage ways of the University of the Philippines - Philippine General Hospital (UP-PGH) located inside the New Clark City until officially transferred to the UP-PGH. Once transferred, the cost of the aforementioned maintenance shall no longer be subject to billing.</p> <p>4. Financial Services. The O&M Service Provider shall cover all finance and accounting related functions, including reportorial obligations.</p> <ul style="list-style-type: none"> 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. <p>5. Emergency Support Services. The O&M Service Provider shall provide support services in Emergency cases and will be actively involved in emergency situations and will closely coordinate with BCDA.</p> <ul style="list-style-type: none"> a. Set-up an evacuation team who will be responsible for bringing out the occupants to a safe place during an emergency situation. b. Set-up A Fire Brigade Team, composed of two teams to cover 24 hours a day. In the event of fire at the MANAGED PROPERTY, a Fire Brigade Team must ensure extinguishing fires, protecting life and property, 		
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	<p>rescuing and protecting people:</p> <ul style="list-style-type: none"> c. Create and implement a Disaster Risk Reduction and Management Plan related to the operation and maintenance of the MANAGED PROPERTY including Contingency Plan for Earthquake for the safety and security of all the facilities in accordance with Philippine Disaster Reduction and Management Act. d. Ensure that safety and security procedures are strictly implemented within the MANAGED PROPERTY; and e. Conduct regular inspection of the MANAGED PROPERTY at least once a month. <p>The abovementioned services shall be conducted by the O&M Service Provider in accordance with the instructions and directions made or to be made by the BCDA at any time before completion of the contract. The O&M Service Provider shall conduct consultation and coordination with BCDA in relation to the undertaking of its responsibilities.</p> <p>6. EXCLUSIONS. This Contract excludes the operations and maintenance of highly specialized equipment and facilities particularly Biomedical and Non- Biomedical Equipment stated in Annex "G" - Contract Exclusions located at PGH Polyclinic, inside the Sports Facilities which require licensed or technical staff, which shall be for the account of BCDA.</p>		
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	<p>Technical officiating during sporting events are also excluded, and shall be the responsibility of BCDA, or the lessees, events organizers and/or actual users of the respective Sports Facilities.</p> <p>The services also do not cover major repairs of the facilities beyond the required maintenance services as required in this TOR.</p> <p>7. SUBCONTRACTING. Subcontracting is allowed. The maximum percentage allowed to be subcontracted shall not exceed twenty percent (20%) of the total Contract price.</p>		
	<p>VI. SUBMISSION OF PROPERTY MANAGEMENT REPORTS AND OPERATION AND MAINTENANCE DELIVERABLES</p> <p>The O&M Service Provider shall provide the following reports to BCDA and such other reports as will be necessary to keep BCDA fully informed concerning the operations and administration of the MANAGED PROPERTY:</p> <ul style="list-style-type: none"> ● Monthly Report, submitted on the 15th day of the succeeding month, which shall be comprised of the following: <ul style="list-style-type: none"> ■ Accomplishment Report, which includes all activities, repairs and preventive maintenance actions conducted for each sports facility; ■ Monthly Maintenance Report of all the equipment and facilities within the Sports Complex ■ Details of expenditures incurred for the operations and maintenance of the MANAGED PROPERTY; and 		

	<ul style="list-style-type: none"> ■ Other reports that may be required by BCDA from time to time. ● Quarterly Report, submitted on the 10th day of the succeeding month after the last quarter, which shall be comprised of the following: <ul style="list-style-type: none"> ■ Consolidation of accomplishment reports; ■ Recommendations for works for improvement of the MANAGED PROPERTY; and ■ Other reports that maybe required by BCDA from time to time 		
	<p>VII. APPROVED BUDGET FOR THE SERVICES</p> <p>The Approved Budget for the Contract (ABC) shall be Pesos: One Hundred Fifty Seven Million Eight Hundred Seventy Four Thousand Nine Hundred Eighty Four and 25/100 (Php157,874,984.25) inclusive of all applicable taxes and fees for the period of 27 months or from 01 October 2023 to 31 December 2025.</p> <p>BCDA shall pay the O&M Service Provider an Operations and Maintenance Fee (O&M Fee), inclusive of Value-Added Tax (VAT) and all applicable taxes and fees. The O&M Service Provider shall also be responsible for the withholding, reporting and payment and/or remittance of all taxes of all hired and/or contracted personnel, professionals, etc. or engaged service contractors/consultants in the provision of the operations and maintenance services, pursuant to applicable laws, rules and regulations. It shall also be responsible for withholding, reporting and remittance of applicable social benefits due to said personnel under applicable laws, rules and</p>		

	<p>regulations including but not limited to, the Social Security System, Pag-IBIG, PhilHealth, and other applicable government agencies, i.e. the Department of Labor and Employment. BCDA shall be indemnified by the O&M Service Provider for any liability and/or damages that it may incur or suffer on account of failure by the O&M Service Provider to comply with its obligations under this provision.</p> <p>All items indicated in Annex “F” - Cost Estimates are required by BCDA and should be filled out completely for proper evaluation of the price quotation. Thus, no line item herein shall be deleted and deletion of line items shall be grounds for disqualification.</p> <p>The daily minimum wage rate as determined by the Regional Tripartite Wages Board and Productivity Board having jurisdiction over the area of operation shall be the benchmark for wages, where applicable.</p>		
	<p>VIII. MANNER OF PAYMENT</p> <p>Payment of the Operation and Maintenance Fee shall be paid by BCDA to the O&M Service Provider every month, upon submission and approval of supporting documents acceptable to BCDA, in accordance with generally accepted accounting and auditing rules and regulations.</p> <p>The O&M Service Provider shall submit a Billing Statement broken down into the following cost components:</p> <ol style="list-style-type: none"> a. Direct Labor Cost includes Basic Pay for 8 hours work per day, 5 day incentive leave pay, 13th month pay b. Remittances/Contributions/Employer Share to government Institutions (Social Security System, Philhealth, Pag-Ibig and 		

	<p>Employees Compensation Commission)</p> <ul style="list-style-type: none"> c. Maintenance Services/Contracts d. Maintenance Supplies, Tools and Equipment, and Permit to Operate of mechanical equipment e. Taxes and Administrative Cost for profit: 12% E-VAT as mandated by law; and Administrative Computed at 10% under under Section 7 (b) ii of DOLE Department Order No. 174, s.2017, the service contractor is allowed a standard admin cost of not less than 10% of total contract cost <p>Supporting documents to the Billing Statements are required to be attached for payment processing such as but not limited to, Certificate of Completion / Acceptance, Monthly Reports on Operations including Preventive Maintenance Service Report, Summary of Personnel's Daily Time Record, Affidavit that all labor, bills, and materials were paid, BIR Tax Clearance, Income / Business Tax Payment Returns. BCDA reserves the right to withhold payments without complete documentation and approvals. Monthly payment will be based on the monthly actual accepted service.</p> <p>BCDA has the right to withhold or deduct from the claims of and/or the bond posted by the O&M Service Provider by reason of its non-payment or refusal to pay the salaries, allowances and other dues to service personnel on time at prescribed rates provided herein and in pertinent laws.</p>		
	<p>IX. MINIMUM QUALIFICATIONS</p> <ul style="list-style-type: none"> 1. The O&M Service Provider and the Facility Manager must possess the following minimum qualifications: <ul style="list-style-type: none"> a. O&M Service Provider must be operational for at least ten (10) years; 		

	<p>b. Facility Manager must have at least ten (10) years experience in property management related to property management of an estate or complex with mixed-use developments, buildings, and parks including mechanical, electrical, fire protection system/equipment;</p> <p>c. O&M Service Provider must have at least satisfactory rating performance on the submitted Single Largest Completed Contract/s from the last five (5) years of their operation and maintenance services; and</p> <p>2. Attached as Annex “B” Minimum Qualification for Key and Housekeeping Personnel the minimum qualifications and experience of key personnel including housekeeping personnel. The Operations and Maintenance Services of the MANAGED PROPERTY shall be started as stated in the Notice to Proceed and in accordance with Annex “C” Schedule of Manpower Requirements.</p> <p>The list of the forty-four (44) Key Personnel stated in Annex “C” Schedule of Manpower Requirements including their respective Curriculum Vitae shall be submitted during the post qualification activities.</p> <p>3. All items indicated in Annex “D” Schedule of Maintenance Supplies Tools and Equipment Requirements are required by BCDA and shall be supplied and delivered in accordance with the required minimum specifications indicated for the</p>		
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	<p>operation and maintenance of the sports complex.</p> <p>During the implementation of the contract, additional line items may be added or replaced with other items, given the purpose and use of the added items is clearly discussed in the operation and maintenance implementation subject for evaluation, assessment and approval pursuant to Annex D (Contract Implementation Guidelines for the Procurement of Goods, Supplies and Materials) of 2016 Revised Implementing Rules and Regulations (RIRR) of R.A. No. 9184.</p> <p>During the contract period, all items must be serviceable and in good condition at all times. Any tool or equipment that is defective must be replaced immediately.</p> <p>4. The O&M Service Provider shall undertake the operation and maintenance of the MANAGED PROPERTY in accordance with the MPSS identified in Annex "E" Minimum Performance Standard and Specifications</p> <p>5. Submission of the Methodology for the Operation and Maintenance as part of its bids.</p>		
	<p>X. PROCEDURE FOR THE EVALUATION OF BIDS</p> <p>The objective of BCDA for this Service Contract is to select the best O&M Service Provider with extensive experience and expertise in property management. The procurement of the O&M Service Provider shall be in accordance with the procedures set in 2016 RIRR of the Republic Act No. 9184.</p>		

XI. LIQUIDATED DAMAGES

The O&M Service Provider obligates itself to perform and complete the service stated in Annex D. Schedule of Maintenance Supplies, Tools and Equipment Requirement 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 O&M Service Provider fail to complete the services within the stipulated time, liquidated damages, not by way of penalty, shall be paid to BCDA by the O&M Service Provider in an amount equal to one-tenth of one percent (1/10 of 1%) of the cost of the unperformed portion for everyday of non-compliance. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the Total Contract Price, BCDA may automatically rescind/terminate the Contract, without prejudice to other remedies it may have under the Contract and existing laws.

XII. PENALTIES

Failure to meet predetermined performance targets as stated in Annex "E" Minimum Performance Standard and Specifications will be imposed a penalty for each of the performance measures. The penalty computed shall be deducted by BCDA from the monthly O&M payments billed by the O&M Service Provider, as shown below:

NO	PERFORMAN CE MEASURES	TARGET	PENALTY
1	Management Services	As per implemen tation timelines	5% of fixed monthly payment for the O&M

			Fee of the Facility concerned per day for undelivered or delayed services		
2	Emergency Services/ Traffic Management	As per implementation timelines	5% of fixed monthly payment for the O&M Fee of the Facility concerned per day for undelivered or delayed services		
3	Routine Maintenance Requirement	As per implementation timelines	5% of fixed monthly payment for the O&M Fee of the Facility concerned per day for undelivered or delayed services		
4	Corrective Maintenance Requirement As per	As per implementation timelines	5% of fixed monthly payment for the O&M Fee of the Facility concerned per day for undelivered or delayed services		
5	Preventive Maintenance Requirement	As per implementation	5% of fixed monthly payment for the O&M		

		tation timelines	Fee of the Facility concerned per day for undelivered or delayed services
6	Not keeping required Manpower	As per Performa nce Managem ent Agreeme nt	<p>Management /Key Level Staff (FM/DFM): PhP 25,000 per person per day for non-deployment on site or unauthorized absences.</p> <p>All other personnel: PhP 5,000 per person per day for non-deployment on site or unauthorized absences.</p> <p>The O&M Service Provider shall ensure that, in case of absences of its personnel, relievers and/or replacements with the same qualifications and/or competence as required by BCDA are available at all times</p>

	<table border="1"> <tr> <td data-bbox="296 304 368 882"></td> <td data-bbox="368 304 571 882"></td> <td data-bbox="571 304 906 882"> <p>to ensure continuous and uninterrupted service.</p> <p>Above charges are in addition to deduction of actual wages for the period of absence based on the rate schedule</p> </td> </tr> </table>			<p>to ensure continuous and uninterrupted service.</p> <p>Above charges are in addition to deduction of actual wages for the period of absence based on the rate schedule</p>		
		<p>to ensure continuous and uninterrupted service.</p> <p>Above charges are in addition to deduction of actual wages for the period of absence based on the rate schedule</p>				
	<p>XIII. CONFIDENTIALITY CLAUSE</p> <p>The O&M Service Provider warrants the full confidentiality of all information gathered for the consultancy contract given by BCDA, unless the latter indicates the contrary. The O&M Service Provider shall not disclose any communication disclosed to him for the purpose of this Service. After the completion of the contract, all materials, data, and other related documents provided must be returned to BCDA. The O&M Service Provider 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.</p>					
	<p>XIV. STANDARD OF SERVICES</p> <p>The O&M Service Provider shall fulfill its obligations under the agreement by using its technical expertise and according to the best-accepted professional and industry standards. The O&M Service Provider 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</p>					

	<p>attain these, the O&M Service Provider 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 O&M Service Provider in accordance with the instructions or directions made or to be made by the BCDA at any time before its completion. The O&M Service Provider shall conduct regular consultation with BCDA in relation to the undertaking of its responsibilities under the Contract Agreement.</p> <p>The BCDA and O&M Service Provider shall conduct joint inspection of the MANAGED PROPERTY prior to contract agreement signing of the project. All building finishes and fixtures including electrical, mechanical, plumbing and furniture, exterior and interior paints, perimeter walls, gates, doors, etc. should be intact pursuant to the joint inspection between BCDA and the O&M Service Provider.</p>		
	<p>XV. WORKING HOURS AND OTHER INFORMATION</p> <p>The Services of a full personnel complement shall be performed except during Official Holidays when a minimal complement may be allowed. However, the actual manpower requirement during said holidays shall be based on the scheduled preventive maintenance activities. The workdays may, however, vary if the nature of work of certain categories of staff requires the operation of a shift system.</p> <p>Any changes in the manpower complement, except temporary changes brought about by sporting events or other activities at the MANAGED PROPERTY, shall be supplemented by a signed documentation as proof of the mutual agreement and approval by both</p>		

	<p>Parties for such changes in the agreed manpower complement. Any increase/decrease in the remuneration of the agreed manpower complement shall be fully documented and agreed by both Parties.</p> <p>Services rendered out of regular working hours must be duly authorized by BCDA to be rendered by the O&M personnel. As the case may be the O&M shall charge the BCDA with overtime premium, night differential and holiday pay, whenever is applicable.</p>		
	<p>XVI. CONFLICT OF INTEREST</p> <p>Any prospective O&M Service Provider 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 O&M Service Provider 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.</p>		
	<p>XVII. CORRUPT, FRAUDULENT, COLLUSION, AND COERCIVE PRACTICES</p> <p>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 sanctions and remedies as provided for by law.</p>		
	<p>Annex "A" - MAP OF THE MANAGED PROPERTY</p> <p>Annex "B" - MINIMUM QUALIFICATION FOR KEY HOUSEKEEPING PERSONNEL</p> <p>Annex "C" - SCHEDULE OF MANPOWER REQUIREMENTS</p> <p>Annex "D" - SCHEDULE OF MAINTENANCE SUPPLIES TOOLS & EQUIPMENT REQUIREMENT</p>		

	Annex "E" - MINIMUM PERFORMANCE STANDARD AND SPECIFICATIONS Annex "F" - COST ESTIMATES		
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Bidder's Authorized Representative:

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Section VIII. Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) **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.

Financial Documents

- (g) 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

- (h) 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)

- (i) [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.
- (j) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

II. FINANCIAL COMPONENT ENVELOPE

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

Section IX.

Bidding Forms

Bid Form

Date: _____

Invitation to Bid No.(reference no.): _____

To: BASES CONVERSION AND DEVELOPMENT AUTHORITY
2nd Floor Bonifacio Technology Center
31st St., Cor. 2nd Ave., Bonifacio Global City
Taguig City

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.

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: _____

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

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: _____

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)

CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

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

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

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

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

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

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

3. *[Name of Bidder] is not “blacklisted” or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting:***
4. *Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;*
5. *[Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;*
6. *[Select one, delete the rest:]*

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a partnership or cooperative:] None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Department 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]

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

BID SECURING DECLARATION

Project Identification No.(reference 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]



Sample Forms: Goods and Services for Ongoing and Completed Contracts

SF-G&S-19A

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

Business Name : _____
 Business Address : _____

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

*Continue in a separate sheet if necessary..

Submitted by : _____
 Signature over Printed Name of Authorized Representative

Date : _____

Note:

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

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

Business Name : _____
Business Address : _____

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	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: _____

Legal capacity: _____

Signature: _____

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

Date: _____

NOTE:

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

Section X.

Rebidding for the Procurement of a Service Provider for the Interim Operations and Maintenance (O&M) of the New Clark City (NCC) Sports Facilities under a Twenty Seven (27) Months Service Contract

SCHEDULE OF BIDDING ACTIVITIES*

No.	ACTIVITIES	DATE/SCHEDULE (2023)
1	Pre-Procurement Conference	18 August 2023 (Friday)
2	Posting / Advertisement (BCDA Website, PhilGEPS & BCDA Premises)	25 August 2023 (Friday)
3	Issuance of Bidding Documents	25 August 2023 to 12 September 2023
4	Pre-Bid Conference	9:00 AM, 1 September 2023 (Friday)
5	Site Inspection	2 September 2023 (Saturday)
6	Deadline for Request for Clarification, if any	3 September 2023 (Sunday)
7	Issuance of Bid Bulletin, if any	6 September 2023 (Wednesday)
8	Deadline for Submission of the ff: Eligibility Requirements and Financial Proposal	10:00 AM, 13 September 2023 (Wednesday)
9	Opening of the ff: Eligibility Requirements and the Financial Proposal	11:00 AM, 13 September 2023 (Wednesday)
10	Bid Evaluation (TWG 's detailed evaluation of the submitted bids)	14-15 September 2023
11	Presentation of detailed bid evaluation	15 September 2023 (Friday)
12	Sending of letter to the Bidder with LCB advising them on the conduct of Post-Qualification	15 September 2023 (Friday)
13	Post Qualification on the Bidder with LCB or succeeding LCB (if any)	16-21 September 2023
14	Deliberation by BAC of the Results of Post qualification	21 September 2023 (Thursday)
15	Issuance of BAC's Recommendation (based on the Results of Post-Qual)	21 September 2023 (Thursday)
16	Approval of BAC Resolution and Issuance of Notice of Award*	26 September 2023 (Tuesday)
17	Issuance of Notice to Proceed and Contract Signing	28 September 2023 (Thursday)

