

# **BASES CONVERSION AND DEVELOPMENT AUTHORITY**

**Supply, Delivery and Installation of  
Air-Conditioning Units for the National  
Academy of Sports (NAS) – Phase 2 at  
New Clark City**

**October 2023**

# Table of Contents

<b>Glossary of Acronyms, Terms, and Abbreviations</b> .....	<b>2</b>
<b>Section I. Invitation to Bid</b> .....	<b>5</b>
<b>Section II. Instructions to Bidders</b> .....	<b>8</b>
<b>Section III. Bid Data Sheet</b> .....	<b>16</b>
<b>Section IV. General Conditions of Contract</b> .....	<b>18</b>
<b>Section V. Special Conditions of Contract</b> .....	<b>21</b>
<b>Section VI. Schedule of Requirements</b> .....	<b>27</b>
<b>Section VII. Terms of Reference and Technical Specifications</b> .....	<b>29</b>
<b>Section VIII. Checklist of Technical and Financial Documents</b> .....	<b>30</b>
<b>Section IX. Bid Forms</b> .....	<b>33</b>
<b>Section X. Bidding Activities Schedule</b> .....	<b>47</b>

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

**ABC** – Approved Budget for the Contract.

**SBAC** – Special 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**

## INVITATION TO BID

### PROCUREMENT FOR THE SUPPLY, DELIVERY AND INSTALLATION OF AIR-CONDITIONING UNITS FOR THE NATIONAL ACADEMY OF SPORTS (NAS) - PHASE 2 AT NEW CLARK CITY

1. The BASES CONVERSION AND DEVELOPMENT AUTHORITY (hereinafter referred to as BCDA), through the 2022 General Appropriations Act (validity extended pursuant to Republic Act No. 11639) intends to apply the sum of **Three Million Pesos and 00/100 (PhP 3,000,000.00), inclusive of VAT** and all other applicable government taxes, fees, and charges, being the Approved Budget for the Contract (ABC) to payments for the Supply, Delivery and Installation of Air-Conditioning Units for the National Academy of Sports (NAS) – Phase 2 at New Clark City.
2. BCDA now invites bids for the Supply, Delivery and Installation of Air-Conditioning Units for the National Academy of Sports (NAS) – Phase 2 at New Clark City. Supply, Delivery and Installation of the Goods is required within One Hundred Twenty (120) calendar days from the receipt of Notice to Proceed. Bidders should have completed, within Ten (10) 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”

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

4. Prospective Bidders may obtain further information from BCDA and inspect the Bidding Documents at the address given below 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, 9/F One West Aeropark Building, Industrial Estate 5, Clark Global City, Clark Freeport Zone, Pampanga, starting **20 October 2023 to 13 November 2023** from 8:00 AM to 5:00 PM. except Saturdays, Sundays and Holidays. and until **9:00 AM on 14 November 2023 (Tuesday)**, upon payment of non-refundable fee, pursuant to the latest Guidelines issued by the GPPB,

Cost of Bidding Documents
₱3,000.00

Payment shall be made through online transfer or bank deposit to BCDA's Landbank account prior to the issuance of the bidding documents. Kindly coordinate with the Secretariat on the bank details.

6. The Procuring Entity shall allow the bidder to present its proof of payment for the fees through the email address [sbac\\_sec\\_nasp2@bcda.gov.ph](mailto:sbac_sec_nasp2@bcda.gov.ph).
7. BCDA will hold a Pre-Bid Conference on **27 October 2023 (Friday) at 9:00 AM** at BCDA Corporate Center, 9/F One West Aeropark Building, Industrial Estate 5, Clark Global City, Clark Freeport Zone, Pampanga and/or through videoconferencing/ webcasting via Google Meet/Zoom, 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 SBAC Secretariat by the prospective bidders.
8. Bids must be duly received by the SBAC Secretariat through manual submission at the BCDA Corporate Center, 9/F One West Aeropark Building, Industrial Estate 5, Clark Global City, Clark Freeport Zone, Pampanga on or before **9:00 AM, 14 November 2023 (Tuesday)**. Late bids shall not be accepted.
9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
10. Bid opening shall be on **10:00 AM, 14 November 2023 (Tuesday)** at BCDA Corporate Center, 9/F One West Aeropark Building, Industrial Estate 5, Clark Global City, Clark Freeport Zone, Pampanga. Bids will be opened in the presence of the bidders' representatives who choose to attend the Bid Opening at the address mentioned in the preceding paragraph, and at the same time, via video conferencing through Google Meet/Zoom. An email invitation will be sent to bidders who purchased the bid documents.
11. The 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.
12. Prospective bidders are expected to have read the bidding documents including the technical specifications prior to attending the pre-bid conference.
13. 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.

For more information, please refer to:

Mr. Raul Buensalida (SBAC Secretariat Head), 8575-1700, [sbac\\_sec\\_nasp2@bcda.gov.ph](mailto:sbac_sec_nasp2@bcda.gov.ph)

#### **SPECIAL BIDS AND AWARDS COMMITTEE FOR NAS**

By:

**RICHARD BRIAN M. CEPE**

Chairperson



**Section II.**

# **Instructions to Bidders**

## INSTRUCTIONS TO BIDDERS

### 1. Scope of Bid

The Procuring Entity, BCDA wishes to receive Bids for the *Supply, Delivery and Installation of Air-Conditioning Units for the National Academy of Sports (NAS) – Phase 2 at New Clark City* as described in the Technical Specification herein the bidding documents (hereinafter referred to as the “Goods”) as described in Section VII. Technical Specification.

### 2. Funding Information

2.1. The GOP through the source of funding as indicated below for the *Supply, Delivery and Installation of Air-Conditioning Units for the National Academy of Sports (NAS) – Phase 2 at New Clark City* in the amount of **Three Million Pesos and 00/100 (PhP 3,000,000.00)**, inclusive of all government taxes and fees.

2.2. The source of funding is the **2022 General Appropriations 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 SBAC through the issuance of a supplemental or bid bulletin.

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

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

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

## 5. Eligible Bidders

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

If applicable:

- a. For the procurement of Non-expendable Supplies and Services: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.
- b. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.
- c. For procurement where the Procuring Entity has determined, after the conduct of market research, that imposition of either (a) or (b) will likely result to failure of bidding or monopoly that will defeat the purpose of public bidding: the Bidder should comply with the following requirements, if and when applicable:

- i. Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%) in the case of non-expendable supplies and services or twenty-five percent (25%) in the case of expendable supplies*] of the ABC for this Project; and
- ii. The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

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

## 6. Origin of Goods

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

## 7. Subcontracts

7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

Subcontracting is not allowed.

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **27 October 2023, starting 9:00 AM** at the **BCDA Corporate Center, 9/F One West Aeropark Building, Industrial Estate 5, Clark Global City, Clark Freeport Zone, Pampanga** and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

## 9. Clarification and Amendment of Bidding Documents

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

## **10. Documents comprising the Bid: Eligibility and Technical Components**

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within Ten (10) years from the date of submission and receipt of bids, a contract similar to the Project.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the SBAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

## **11. Documents comprising the Bid: Financial Component**

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

## **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:

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

### 13. Bid and Payment Currencies

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

### 14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration<sup>1</sup> or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and Bid Security shall be valid until one hundred twenty (120) calendar days from its issuance. Any Bid not accompanied by an

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

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 SBAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the SBAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

## **18. Domestic Preference**

18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

## 19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring SBAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The SBAC 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 maybe. 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 one Project having several items, that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## 20. Post-Qualification

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

## 21. Signing of the Contract

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



**Section III.**

# **Bid Data Sheet**

## BID DATA SHEET

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <div style="border: 1px solid black; padding: 10px; margin: 10px auto; width: 80%; text-align: center;"> <p><b>Similar Contract</b></p> <hr/> <p><i>Supply and Delivery of Air-Conditioning Units</i></p> </div> <p style="text-align: center;">Similar Contract completed within Ten (10) years prior to the deadline for the submission and receipt of bids.</p>
7.1	<i>Subcontracting is not allowed.</i>
12	The price of the Goods shall be quoted as delivered and installed at the National Academy of Sports (NAS), New Clark City, Capas, Tarlac.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than <i>2% of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <i>5% of ABC</i> if bid security is in Surety Bond.</li> </ul>
19.3	<p>The ABC is <u>Three Million Pesos and 00/100 (PhP 3,000,000.00)</u>, inclusive of all applicable taxes and fees.</p> <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>
20.2	<i>No further instructions</i>
21.2	<i>No further instructions</i>

**Section IV.**

# **General Conditions of Contract**

## **GENERAL CONDITIONS OF CONTRACT**

### **1. Scope of Contract**

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

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

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

### **2. Advance Payment and Terms of Payment**

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

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

### **3. Performance Security**

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

### **4. Inspection and Tests**

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

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

## **5. Warranty**

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

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

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

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

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

**Section V.**

# **Special Conditions of Contract**

## Special Conditions of Contract

1	<p><i>Additional requirements for the completion of this Contract.</i></p> <p><b>Delivery and Documents -</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered to National Academy of Sports (NAS) at 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 Representative at the Project Site is the Project Manager.</p> <p><b>Incidental Services -</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> </ul>
	<ul style="list-style-type: none"> <li>c. furnishing of detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> </ul>
	<ul style="list-style-type: none"> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> </ul>

	<ul style="list-style-type: none"> <li>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> <li>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 &amp; NAS.</li> </ul> <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><b>Spare Parts -</b></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> <ul style="list-style-type: none"> <li>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</li> <li>2. in the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</li> <li>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul> </li> </ul> <p>The spare parts and other components required are listed in <b>Section VI (Schedule of Requirements)</b> 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><b>Packaging -</b></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><b>Transportation -</b></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><b>Intellectual Property Rights –</b></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><b>Terms of Payment</b></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><b>Inspection and Test</b></p> <p>BCDA &amp; NAS 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 Technical Specifications.</p> <p>BCDA &amp; NAS 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 items included in this bidding on a case-to-case basis.</p> <p>For the purpose of acceptance, the Supplier shall have to pass the functional testing and evaluation requirement of BCDA &amp; NAS. BCDA &amp; NAS shall determine the number of goods or equipment that will be subjected to functional testing. The</p>

	<p>item selected for testing shall be part of the delivery, however, before acceptance, any worn-out or damaged parts shall be replaced immediately.</p> <p>All incidental expenses including handling, shipping, and item replacements, shall be shouldered by the winning Bidder.</p> <p>Only after the successful functional test and final acceptance, the items will be paid by the BCDA.</p>
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**Section VI.**

# **Schedule of Requirements**

## SCHEDULE OF REQUIREMENTS

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

No	Description	Qty.	Delivery and Installation, Weeks/Months
1	AIR - CONDITIONING UNIT 4.0 HP	20	Within 120 calendar days from receipt of Notice to Proceed

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

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

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

**Bidder's Authorized Representative:**

\_\_\_\_\_  
Signature over Printed Name

\_\_\_\_\_  
Principal Bidder / Supplier

**Section VII.**

**TERMS OF  
REFERENCE AND  
TECHNICAL  
SPECIFICATIONS**

**(Please see attached document - Annex "A")**

**Section VIII.**

# **Checklist of Technical and Financial Documents**

## CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS "B"

### I. TECHNICAL COMPONENT ENVELOPE

#### *Class "A" Documents*

##### Legal Documents

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

##### Technical Documents

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

##### Financial Documents

- (h) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions; and
- (i) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) or A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.



### ***Class "B" Documents***

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

## **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).

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

- (m) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (n) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

**Section IX.**

# **Bid Forms**

## Bid Form

---

Date: \_\_\_\_\_

Invitation to Bid No.(reference no.): \_\_\_\_\_

To: BASES CONVERSION AND DEVELOPMENT AUTHORITY  
2<sup>nd</sup> Floor Bonifacio Technology Center  
31<sup>st</sup> St., Cor. 2<sup>nd</sup> 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: \_\_\_\_\_

**Price Schedule for Goods Offered from Abroad**

*[shall be submitted with the Bid if bidder is offering goods from Abroad]*

**For Goods Offered from Abroad**

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

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

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

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

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

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

## **Omnibus Sworn Statement (Revised)**

*[shall be submitted with the Bid]*

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REPUBLIC OF THE PHILIPPINES )

CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

### **AFFIDAVIT**

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

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

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

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

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

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

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

3. *[Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government*

*Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting:***

4. *Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;*
5. *[Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;*
6. *[Select one, delete the rest:]*

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

**[[urat]**

*[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]*

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

**Business Name** : \_\_\_\_\_  
**Business Address** : \_\_\_\_\_

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

\*Continue in a separate sheet if necessary..

Submitted by : \_\_\_\_\_  
 Signature over Printed Name of Authorized Representative

Date : \_\_\_\_\_

**Note:**

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

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

**Business Name** : \_\_\_\_\_  
**Business Address** : \_\_\_\_\_

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

Submitted by : \_\_\_\_\_  
 Signature over Printed Name of Authorized Representative

Date : \_\_\_\_\_

**Note:**  
**This statement shall be supported by ANY of the following:**

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

**FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK**

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

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

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

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

$K = 15$

Submitted by:

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

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

**NOTE:**

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

**Manufacturer's Authorization Form**

**BASES CONVERSION AND DEVELOPMENT AUTHORITY  
RICHARD BRIAN M. CEPE**

Chairperson

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

**Project Name:           Supply, Delivery and Installation of Air-Conditioning Units for the  
National Academy of Sports (NAS) –  
Phase 2 at New Clark City**

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

No.	Particular

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

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

[name over signature of Manufacturer representative]  
[Designation]  
Contact Information  
[Date]

*[Letterhead of Bidder]*  
**Statement of  
 After Sales Support Availability**

**BASES CONVERSION AND DEVELOPMENT AUTHORITY  
 RICHARD BRIAN M. CEPE**

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

**Project Name:           Supply, Delivery and Installation of Air-Conditioning Units for the  
 National Academy of Sports (NAS) –  
 Phase 2 at New Clark City**

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

<b>No.</b>	<b>Particular</b>

This form is issued to inform your office that we hereby extend our full guarantee and warranty as per the warranty clause for our goods offered under our bid. This is to further certify that the after-sales service centers situated in the following location/s are available:

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

[add as necessary for other Brands]

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

**Section X.**

# **Bidding Activities Schedule**



## BIDDING ACTIVITIES SCHEDULE

### Supply, Delivery, and Installation of Air-Conditioning Units for the National Academy of Sports (NAS) – Phase 2 at New Clark City

No.	ACTIVITIES	TIME	(6) Air-Conditioning Units	
			DATE	
			START	END
1	Pre-Procurement Conference		Wednesday, October 18, 2023	
2	Issuance of Bidding Documents	8:00 AM - 5:00 PM	Friday, October 20, 2023	Monday, November 13, 2023
		8:00 AM - 9:00 AM	Tuesday, November 14, 2023	
3	<b>Pre-Bid Conference</b> (Interested bidders may opt to attend online pre-bid conference. Mechanics/ Invitations will be posted)	9:00:00 AM	Friday, October 27, 2023	
4	Last Day of Clarification		Friday, November 03, 2023	
5	Issuance of Bid Bulletin		Tuesday, November 07, 2023	
6	<b>Deadline for Submission of Bids for the ff:</b> • Eligibility Requirements • Financial Proposal	9:00:00 AM	Tuesday, November 14, 2023	
7	<b>Opening of the bids for the ff:</b> • Eligibility Requirements • Financial Proposal	10:00:00 AM	Tuesday, November 14, 2023	
8	Bid Evaluation (TWG's detailed evaluation of the submitted bids)		Wednesday, November 15, 2023	Monday, November 20, 2023
9	<b>Presentation of Detailed Bid Evaluation of the Proposals</b>	10:00:00 AM	Tuesday, November 21, 2023	
10	Sending of Letters to the Bidder with LCB or succeeding LCB (if any)		Wednesday, November 22, 2023	
11	Post Qualification on the Bidder with LCB or succeeding LCB (if any)		Thursday, November 23, 2023	Sunday, December 03, 2023
12	<b>Deliberation of Results of Post qualification</b>	11:00 AM on or before	Monday, December 04, 2023	
13	Issuance of BAC's Recommendation (based on the result of Post Qualification)	on or before	Tuesday, December 05, 2023	
14	<b>Approval of BAC Resolution and Issuance of Notice of Award</b>	on or before	Wednesday, December 06, 2023	
15	Signing of Contract	on or before	Wednesday, December 13, 2023	
16	<b>Issuance of Notice to Proceed</b>	on or before	Wednesday, December 20, 2023	

*\*Subject to change*



**Annex “A”**

**TERMS OF  
REFERENCE AND  
TECHNICAL  
SPECIFICATIONS**

## **TERMS OF REFERENCE AND TECHNICAL SPECIFICATIONS**

### **PROCUREMENT FOR THE SUPPLY, DELIVERY AND INSTALLATION OF AIR-CONDITIONING UNITS FOR THE NATIONAL ACADEMY OF SPORTS (NAS) – PHASE 2 AT NEW CLARK CITY**

#### **I. GENERAL BACKGROUND**

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

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

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

(Section 21) Appropriations.

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

4. The construction program for the infrastructure development of the NAS System is divided by phases to manage the works required. This includes the completed projects for Phase 1 which are the Administration and Academic Building (AAB) and the Multi-purpose Gym (MGYM). Next is this project which covers the Phase 2 construction works, Sport Science and Sports Medicine Building, Additional Sport Facility (Sport Center with Multi-Purpose Covered Courts) and Staff Housing, which are prioritized to provide the facilities that should be present to accommodate the students-athletes. And lastly, Phase 3 Development, which is targeted to commence in 2023, will include the provision of expansion works as well as the provision of Dormitory with Dining Hall, (Hostel for Guests and Officials), Expansion of Academic Building (Senior High School Wing), 1000-Seat Auditorium, and a few more sporting facilities / amenities to provide

a full-service facility for the campus as both the administrative and the academic population reaches their optimal level.

## **II. SCOPE OF WORK**

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

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

## **III. QUALIFICATIONS OF BIDDER**

1. The Bidder must have at least FIVE (5) years of existence as a reliable provider of Strength and Conditioning Equipment.
2. The Bidder must have completed a single contract that is similar to the project, equivalent to at least fifty percent (50%) of the ABC; or at least two (2) similar completed contracts with the aggregate amount equivalent to at least fifty percent (50%) of the ABC. The similar contract shall have been completed within ten (10) years from the date of submission and receipt of bid.

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

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

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

### *1. During Opening of Bids*

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

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

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

2. *During Post-Qualification Evaluation*

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

**V. DELIVERY, INSTALLATION AND TESTING SCHEDULE**

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

**VI. PLACE OF DELIVERY**

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

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

The total ABC is **Three Million Pesos and 00/100 (PhP 3,000,000.00)**, inclusive of all applicable government taxes and fees. Any bid with a financial component exceeding the ABC shall not be accepted.

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

## **VIII. TERMS OF PAYMENT**

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

- A. Payments shall be made only upon a certification by the BCDA and NAS to the effect that the Goods have been supplied, delivered, and installed in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President, no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract.
- B. The currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

## **IX. WARRANTY**

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

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

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

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

## **XI. RESERVATION CLAUSE**

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

## Technical Specifications for Air-Conditioning Units

Bidders must indicate whether the goods and equipment offered are “Compliant” or “Non-Compliant” to the corresponding specifications prescribed by BCDA and NAS using this form.

<b>BIDDING FOR THE SUPPLY, DELIVERY AND INSTALLATION OF AIR-CONDITIONING UNITS FOR THE NATIONAL ACADEMY OF SPORTS (NAS) – PHASE 2 AT NEW CLARK CITY</b>					
<b>TECHNICAL SPECIFICATIONS COMPLIANCE FORM</b>					
NO.	QTY	UNIT	SPECIFICATIONS	COMPLIANCE	
				Compliant	Non-compliant
<i><b>AIR-CONDITIONING UNITS</b></i>					
<b>1</b>	<b>20</b>	<b>units</b>	<b>AIR - CONDITIONING UNIT</b>		
			-For Phase 1 Classrooms 4.0 Horsepower Inverter Type 4-way ceiling cassette Inclusion: support bracket, refrigerant pipings, condensate drain hose, remote control with batteries. Power Supply : 1 PH / 230 V / 60 Hz Cooling Capacity : 37982 kJ/h Warranty: Service: One (1) year, Motor: One (1) year, Parts: One (1) year		

**Bidder's Authorized Representative**

\_\_\_\_\_

Signature Over Printed Name

\_\_\_\_\_

Principal Bidder/Supplier