

BASES CONVERSION AND DEVELOPMENT AUTHORITY

**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**

**NEGOTIATED PROCUREMENT
(TWO FAILED BIDDINGS)**

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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
(Negotiated Procurement - Two Failed Biddings)**

**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 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 via Negotiated Procurement.

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

<i>Lot</i>	<i>Description</i>	<i>ABC</i>
1	<i>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>	<i>Php157,874,984.25 (inclusive of VAT and all other applicable government taxes, fees)</i>

2. BCDA, through its Bids and Awards Committee for Goods, now invites technically, legally, and financially capable suppliers for the said project.

3. The Procurement procedure for this requirement is Negotiated Procurement under Two-Failed Biddings pursuant to Section 53.1 of 2016 revised Implementing Rules and Regulations (RIRR) of Republic Act (RA) No. 9184.

The selection of the successful offer shall be based on the best and final offer that will be submitted on the set deadline by the BAC and which would meet the minimum technical specifications required.

4. Prospective Bidders may obtain further information from BCDA at 2nd Floor Bonifacio Technology Center, 31st corner 2nd Avenue, Bonifacio Global City, Taguig City from **07-13 December 2023**, from 8AM to 5PM, except Saturdays, Sundays and on holidays. The same information is posted in the Philgeps and BCDA website.

5. BCDA will hold a Negotiation on **11 December 2023 at 1:00PM** at the BCDA Corporate Center, 2F Bonifacio Technology Center, BGC, Taguig City and/or through video conferencing or webcasting via zoom or google meet, which shall be open to prospective bidders.

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

6. One (1) copy of the proposal (one original) must be submitted to the Bids and Awards Committee for Goods (BAC-G) which must be duly received by the BAC-G Secretariat through manual submission at the office address indicated above on or before **13 December at 2:00PM**.

7. Bidders shall submit the following documents in sealed envelopes, labeled as "Negotiated Procurement under Two-Failed Biddings", with the title of the procurement project, name of the bidder, address, the contact details of the bidder, addressed to the Bids and Awards Committee for Goods (BAC-G).

A. Eligibility and Technical Documents (Technical Component)

a) Valid PhilGEPS Registration Certificate (Platinum Membership), including the Annex;

b) Statement of Bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid. For this purpose, the definition of similar contracts shall refer to **"Property management of an estate or complex with mixed-use developments, buildings, and parks"** which shall be completed within the last 5 years prior to the date of submission of the best and final offer.

Note: Compliance with the requirement for the Single Largest Completed Contract (SLCC) may be either of the following:

i. If only one (1) completed contract, the project cost shall be equivalent to at least fifty percent (50%) of the ABC adjusted to current prices using the PSA's CPI;
or

ii. If two (2) similar contracts are completed, the aggregate amount of the two project costs shall be equivalent to at least fifty percent (50%) of the ABC adjusted to current prices using the PSA's CPI, and the largest of these similar contracts must be equivalent to at least Twenty-Five Percent (25%) of the ABC.

c) Bid Security in any of the following form as prescribed under the 2016 revised IRR of RA 9184:

- i. In case of cash, Manager's Check, Bank Guarantee (2% of the ABC) or
- ii. In case of Surety Bond, submit also a certification issued by the Insurance Commission or Original Copy Notarized Bid Securing Declaration (5% of the ABC) or
- iii. Bid Securing Declaration.

d) Conformity with the Schedule of Requirements;

e) Conformity with the Technical Specifications;

f) Notarized Omnibus Sworn Statement (OSS) supported with Notarized Secretary's Certificate in case of a corporation or cooperative; in case of partnership or single

proprietorship, the bidder shall submit Special Power of Attorney executed by the partners or single proprietorship; whichever is applicable.

In case of Joint Venture, Special Power of Attorney shall be submitted by 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) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence or duly notarized statement 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.

B. Financial Documents (Financial Component)

h) Original of duly signed and accomplished Financial Bid Form; and

i) Original of duly signed and accomplished Price Schedule(s)

8. Bid opening shall be on **13 December 2023 at 2:30PM** at the BCDA Corporate Center, 2nd Floor Bonifacio Technology Center, 31st corner 2nd Avenue, Bonifacio Global City, Taguig City. Bids will be opened in the presence of the bidders' representatives who choose to attend at the given address and at the same time, via video conferencing.

9. The Negotiation and the Opening of Bids are hybrid events. Bidders may choose to attend online via zoom or attend in person at the BTC Office.

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

- Attendees to the Negotiation 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.

10. The Special Conditions of the Contract shall form part of the contract. Other conditions of the contract shall be governed by the implementation of the rules and regulations of RA 9184 and other related and applicable laws.

11. 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. 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:

BAC-G Secretariat
(02)8575-1700, bacgsecretariat@bcda.gov.ph

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

Date of Issuance: 07 December 2023

BIDS AND AWARDS COMMITTEE FOR GOODS

By:



RICHARD BRIAN M. CEPE
Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, BCDA, wishes to receive Bids for the Project - **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 **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 Republic Act (RA) No. 9184 and its 2016 revised Implementing Rules and Regulations (RIRR), 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 RIRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **ITB** 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 RIRR 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 RIRR of RA 9184, the Bidder shall have a Single Largest Completed Contract (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. 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. **Or** the Bidder must have Completed at least two (2) similar contracts, the aggregate amount of which should be equivalent to at least *fifty percent (50%)* of the ABC and the largest of these similar contracts must be equivalent to at least *twenty-five percent (25%)* of the 50% percent of the ABC.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 RIRR of RA 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 RIRR of RA 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 RIRR of RA 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 (Negotiation)

The Procuring Entity will hold a Pre-Bid Conference/Negotiaton for this Project on **11 December 2023 at 1:00PM** 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.

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 bidding documents 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 RIRR of RA 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **ITB** 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 not be 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.

¹

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid. Bidders shall enclose their technical documents in one sealed envelope marked “ORIGINAL - TECHNICAL COMPONENT”, and in another sealed envelope their financial document for the financial component marked “ORIGINAL - FINANCIAL COMPONENT”, sealing them all in an outer envelope marked “ORIGINAL BID”.

All envelopes shall:

- (a) contain the name of the contract to be bid in capital letters;
- (b) bear the name and address of the Bidder in capital letters;
- (c) be addressed to the Procuring Entity’s BAC; and
- (d) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids.

16. Deadline for Submission of Bids

- 16.1. The Bidder must submit on or before Date, Time the Technical and Financial Documents as listed in Section VIII. Checklist of Technical and Financial Documents.

17. Opening and Preliminary Examination of Bids

- 17.1. Bid opening shall be on the date and time at the BCDA Corporate Center, 2nd Floor Bonifacio Technology Center, 31st corner 2nd Avenue, Bonifacio Global City, Taguig City. Bids will be opened in the presence of the bidders’ representatives who choose to attend at the given address and at the same time, via video conferencing. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC-G Secretariat.

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

- 17.3. The preliminary examination of bids shall be governed by Section 30 of the 2016 RIRR of RA 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 RIRR of RA 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 RIRR of RA 9184.

19.2. The Project shall be awarded as follows:

One Project having several items, shall be awarded as one (1) contract.

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.

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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>, inclusive of all applicable taxes and fees. breakdown are as follows:</i></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Lot</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>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</td> <td style="text-align: center;">₱ <u>157,874,984.25</u></td> </tr> </tbody> </table>	Lot	Item/Description	ABC	1	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	₱ <u>157,874,984.25</u>
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1	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	₱ <u>157,874,984.25</u>					

	<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>
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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 the Contract, 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	ABC per Lot	Delivery, Weeks/Months
1	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	<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

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>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> <ul style="list-style-type: none"> 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; b. Assign a full-time on-site management team, to be responsible for the day-to-day operational management and maintenance services of the MANAGED PROPERTY and its facilities to be headed by a 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; 		
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	<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 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</p>		
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	<p>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 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>		
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	<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 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>l. 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</p>		
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	<p>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. If allowed by DOH, the BCDA may execute a managing agent contract with the winning bidder as the O&M Service Provider. In relation to this, the bidder must submit a notarized Affidavit of Undertaking during post-qualification showing that O&M Service Provider will provide the ambulance vehicle from an authorized distributor during contract implementation with the delivery schedule as approved by the end user.</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>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</p>		

	<p>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 ■ 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>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</p>		

	<p>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 Employees Compensation Commission) 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</p>		
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	<p>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>MINIMUM QUALIFICATIONS</p> <ol style="list-style-type: none"> 1. The O&M Service Provider and the Facility Manager must possess the following minimum qualifications: <ol style="list-style-type: none"> a. O&M Service Provider must be operational for at least five (5) years; 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; 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 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><u>The list of nominated personnel with corresponding Curriculum Vitae (CVs) shall be submitted during the conduct of Post Qualification activities, as follows:</u></p> <ol style="list-style-type: none"> 1. <u>Facility Manager</u> 2. <u>Deputy Facility Manager</u> 3. <u>Registered Mechanical Engineer</u> 4. <u>Registered Electronics and Communication Engineer</u> 5. <u>Registered Electrical Engineer</u> <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 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</p>		
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	<p>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>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> <p>Annex "E" - MINIMUM PERFORMANCE STANDARD AND SPECIFICATIONS</p> <p>Annex "F" - COST ESTIMATES</p> <p>Annex "G" - CONTRACT EXCLUSION</p>		

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

A. Eligibility and Technical Documents (Technical Component)

a) Valid PhilGEPS Registration Certificate (Platinum Membership), including the Annex;

b) Statement of Bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid. For this purpose, the definition of similar contracts shall refer to ***“Property management of an estate or complex with mixed-use developments, buildings, and parks”*** which shall be completed within the last 5 years prior to the date of submission of the best and final offer.

Note: Compliance with the requirement for the Single Largest Completed Contract (SLCC) may be either of the following:

i. If only one (1) completed contract, the project cost shall be equivalent to at least fifty percent (50%) of the ABC adjusted to current prices using the PSA's CPI; or

ii. If two (2) similar contracts are completed, the aggregate amount of the two project costs shall be equivalent to at least fifty percent (50%) of the ABC adjusted to current prices using the PSA's CPI, and the largest of these similar contracts must be equivalent to at least Twenty-Five Percent (25%) of the ABC.

c) Bid Security in any of the following form as prescribed under the 2016 revised IRR of RA 9184:

i. In case of cash, Manager's Check, Bank Guarantee (2% of the ABC)

ii. In case if Surety Bond, submit also a certification issued by the Insurance Commission or Original Copy Notarized Bid Securing Declaration (5% of the ABC)

iii. Bid Securing Declaration.

d) Conformity with the Schedule of Requirements;

e) Conformity with the Technical Specifications;

f) Notarized Omnibus Sworn Statement (OSS) supported with Notarized Secretary's Certificate in case of a corporation or cooperative; in case of partnership or single proprietorship, the bidder shall submit Special Power of Attorney executed by the partners or single proprietorship; whichever is applicable.

In case of Joint Venture, Special Power of Attorney shall be submitted by 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) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence or duly notarized statement 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.

B. Financial Documents (Financial Component)

h) Original of duly signed and accomplished Financial Bid Form; and

i) Original of duly signed and accomplished Price Schedule(s).

Uncontrolled when printed or emailed

Section IX.

Bidding Forms

Financial Bid Form

Date: _____

Invitation to Bid No.(reference no./Project ID No.): BG2023-231

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: _____

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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

[[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.): BG2023-231

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]

Forms: Goods and Services for Statement of Single Largest Completed Contract (SLCC) similar to the contract to be bid

SF-G&S-19B

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

Business Name : _____
 Business Address : _____

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name 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

Section X.

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 PROCUREMENT ACTIVITIES (Negotiated Procurement - Two Failed Biddings)*

No.	ACTIVITIES	DATE/SCHEDULE (2023)
1	Pre-procurement Conference	06 December 2023
2	Posting / Advertisement (BCDA Website, PhilGEPS & BCDA Premises)	07 December 2023
3	Issuance of Bidding Documents	07-13 December 2023
4	Pre-Bid Conference (Negotiation)	11 December 2023 at 1:00PM
5	Deadline for Request for Clarification, if any	11 December 2023 at 5:00 PM
6	Issuance of Bid Bulletin, if any	12 December 2023
7	Deadline for Submission of the ff: Technical and Financial Documents	13 December 2023 at 2:00 PM
8	Opening of the ff: Technical and Financial Documents	13 December 2023 at 2:30 PM
9	Issuance of BAC's Recommendation (based on the Results of Post-Qual)	18 December 2023
10	Approval of BAC Resolution and Issuance of Notice of Award*	On or before 21 December 2023
11	Issuance of Notice to Proceed and Contract Signing	On or before 28 December 2023

***subject to change**

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