

PHILIPPINE BIDDING DOCUMENTS

Rebidding for the Procurement of Appraisal Services for Various BCDA Properties - Appraiser 1

Government of the Republic of the Philippines

**Sixth Edition
July 2020**

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

- a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.
- b. Specific details, such as the *“name of the Procuring Entity”* and *“address for bid submission,”* should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.
- c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text of the final document, although they contain instructions that the Procuring Entity should strictly follow.

- d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.
- e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.
- f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

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

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

- a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;
- b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;
- c. The deadline for the submission and receipt of bids; and
- d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.

Section I. Invitation To Bid

**REBIDDING FOR THE PROCUREMENT OF APPRAISAL SERVICES FOR
VARIOUS BCDA PROPERTIES - APPRAISER 1**

1. The BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA), through its 2024 Corporate Operating Budget (COB) intends to procure the services of One (1) Appraisal Company for Various BCDA Properties, hereinafter, “The Project” with Invitation to Bid No.(reference no.)/Project ID No. of BG2024-017.

The BCDA intends to apply the amount of One Million Eight Hundred Sixty Two Thousand Five Hundred Sixty Pesos (PhP1,862,560.00) inclusive of VAT and all other applicable government taxes and fees.

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

2. BCDA now invites bids for the above Procurement Project. For the delivery of the Goods/Services, please refer to Section VI. Schedule of Requirements. Bidders should have completed, within seven (7) years prior to the date of submission and receipt of bids, a contract similar to the Project equivalent to at least 50% of the ABC. The description of an eligible bidder is contained in the Instruction to Bidders (ITB) of the Bid Documents.
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.

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

4. Prospective bidders may obtain further information from BCDA and inspect the Bidding Documents at the address given below during business hours from 8:00 AM – 5:00 PM and/or at the BCDA website (<https://www.bcda.gov.ph/bids>).
5. A complete set of Bidding Documents may be acquired by interested Bidders from the address below starting 05 October 2024 until 27 October 2024 from 8:00 AM to 5:00 PM except Saturdays, Sundays and Holidays, and until 9:00 AM on 28 October 2024, upon payment of an applicable fee for the bidding documents, amounting to

[Redacted signature area]

Five Thousand Pesos (Php5,000.00), pursuant to the latest Guidelines issued by the GPPB.

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

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

6. BCDA will hold a Pre-Bid Conference on **10:00 AM, October 14, 2024** at the BCDA Corporate Center, 2nd Floor Bonifacio Technology Center, 31st St. cor. 2nd Avenue, Bonifacio Global City, Taguig City simultaneously via face-to-face and online through Zoom platform, 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 Bids and Awards Committee (BAC-G) Secretariat by the prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at BCDA Corporate Center, 2F Bonifacio Technology Center, BGC, Taguig City at or before **9:00 AM, October 28, 2024**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in the Bidding Documents.
9. Bid opening shall be on **10:00 AM, October 28, 2024** at BCDA Corporate Center, 2F Bonifacio Technology Center, BGC, Taguig City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. 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.
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 Section 35.6 and Section 41 of the 2016 RIRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

For further information, please contact:

Prejean A. Prieto

BAC for Goods Secretariat

(02) 8575-1700 local 1731 / bacgsecretariat@bcda.gov.ph

Date of Issue: October 5, 2024

BIDS AND AWARDS COMMITTEE FOR GOODS


Richard Brian M. Cepe

Chairperson

Bids and Awards Committee for Goods

     

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA), wishes to receive Bids for the **REBIDDING FOR THE PROCUREMENT OF APPRAISAL SERVICES FOR VARIOUS BCDA PROPERTIES - APPRAISER 1**.

The Rebidding for the Procurement of Appraisal Services for Various BCDA Properties - **Appraiser 1**, details of which are described in Section VII. Technical Specifications.

2. Funding Information

2.1. The Government of the Philippines (GOP) through the source of funding as indicated below for CY 2024 in the amount of **One Million Eight Hundred Sixty-Two Thousand Five Hundred Sixty Pesos (Php 1,862,560.00)** inclusive of VAT and all other applicable government taxes and fees.

2.2. The source of funding is through the BCDA Corporate Operating Budget for 2024.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

- 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 shall not be allowed to subcontract the entire nor a portion of the Project.

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **10:00 AM, October 14, 2024** at the BCDA Corporate Center, 2nd Floor, Bonifacio Technology Center, 31st Street corner 2nd Avenue, Bonifacio Global City, Taguig City, and/or through videoconferencing/webcasting as indicated in paragraph 10 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 seven (7) years prior to the deadline for the 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 BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC per Appraiser 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 the **BDS**.

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 the **BDS**.

13. Bid and Payment Currencies

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

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

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until one hundred twenty (120) calendar days from the Notice to Proceed (NTP) or until the issuance by BCDA of the Certificate of Completion and Acceptance upon complete delivery and acceptance by BCDA of all the requirements as agreed with the Appraisal Firm/Company based on Technical Specification. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 10 of the IB. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using a non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the Appraisers or items, and evaluation will be undertaken on a per Appraiser or item basis, as the case may be. In this case, the Bid Security as required by ITB Clause 14 shall be submitted for each Appraiser or item separately.

19.3. The scope of services are indicated in **Section VII (Technical Specifications)**, although the ABCs per Appraiser 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 per Appraiser participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

One Project having several items grouped into several Appraisers, which shall be awarded as separate contracts per Appraiser.

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 per Appraisal Company/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 Appraisers or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Approved Appraisal Contracts which involves appraisal of real property (<i>i.e land, structure or other real property</i>). b. Completed within 7 years prior to the deadline for the submission and receipt of bids.
7.1	Subcontract is not allowed
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"> a. The amount of not less than Php 37,251.20 equivalent 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 b. The amount of not less than Php 93,128.00 equivalent to five percent (5%) of ABC if bid security is in Surety Bond.
20.1	<p>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.</p>

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special 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

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
1	<p><i>[List here any additional requirements for the completion of this Contract. The following requirements and the corresponding provisions may be deleted, amended, or retained depending on its applicability to 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 abroad, state:]</i> "The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS."</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> "The delivery terms applicable to this Contract are delivered <i>[indicate place of destination]</i>. 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 <i>[indicate name(s)]</i>.</p>

Incidental Services –

The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:

Select appropriate requirements and delete the rest.

- 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;
- c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- 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

- 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.
- f. *[Specify additional incidental service requirements, as needed.]*

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.

Spare Parts –

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

Select appropriate requirements and delete the rest.

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:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and

 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

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

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of *[indicate here the time period specified. If not used, indicate a time period of three times the warranty period]*.

Spare parts or components shall be supplied as promptly as possible, but in any case, within *[insert appropriate time period]* months of placing the order.

Packaging –

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

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

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

Name of the Procuring Entity

Name of the Supplier

	<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>

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.

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.

Intellectual Property Rights

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.

2.2

The terms of payment shall be as follows (as indicated in the Technical Specifications):

Schedule of Deliverable	Percentage Payment
Upon submission of draft appraisal reports for the properties	30% of total contract price
Upon submission of revised appraisal reports for the properties (upon comment of BCDA)	30% of total contract price
Upon submission of Final Appraisal Reports and issuance by BCDA of Certificate of Completion	40% of total contract price
Total	100%

Section 68 of the revised Implementing Rules and Regulations (IRR) of

	<p>Republic Act (RA) 9184 provides that the amount of the liquidated damages shall be at least equal to one-tenth of one percent (1%) of the cost of the unperformed portion for every day of delay for the procurement of goods, infrastructure projects, and consulting services.</p> <p>A similar provision is found in Section 3.1 of Annex "D" of the same IRR, which states that "the supplier shall be liable for damages for the delay and shall pay the procuring entity liquidated damages, not by way of penalty, in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of delayed goods scheduled for delivery for everyday of delay until such goods are finally delivered and accepted by the procuring entity concerned.</p>
4	<p>The inspections and tests that will be conducted are ocular inspection of the properties. The ocular inspections shall be scheduled by the Procuring Entity.</p>

Section VI. Schedule of Requirements

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

All appraisal reports shall include a prospective 3-year valuation projection for each property (for years 2025-2027) .

Property	Appraisal Requirement	SCHEDULE OF DELIVERABLES				
		Ocular Inspection	Draft Appraisal Reports	Revised Appraisal Reports	Final Appraisal Report	
1.	Northrail Properties					
1.1	Harmony Hills, San Jose Del Monte (20 Lots - total of 856 sqm)	MV and MR of land	within 7 working days from issuance of Notice to Proceed (NTP)	15 calendar days from ocular inspection	Within five (5) working days from receipt of Notice to Revise	Within five (5) working days from receipt of Notice to Finalize from BCDA
1.2	103 hectares relocation site in Norzagaray, Bulacan	3 years valuation projection (2025-2027)				
2.	Clark SubZone Properties					
2.1	Sapang Bato Commercial and Residential area	MV and MR of land 3 years valuation projection (2025-2027)	within 5 working days from issuance of Notice to Proceed (NTP)	15 calendar days from ocular inspection	Within five (5) working days from receipt of Notice to Revise	Within five (5) working days from receipt of Notice to Finalize from BCDA
3.	Camp John Hay Properties					
	<i>Camp John Hay Properties (Housing Sites)</i>					
3.1	Barangay Hillside - 3.8 hectares	MV and MR of land 3 years valuation	within 5 working days from	30 calendar days from ocular inspection	Within five (5) working days from receipt of	Within five (5) working days from receipt of Notice to

		projection (2025-2027)	issuance of NTP		Notice to Revise	Finalize from BCDA
	Property	Appraisal Requirement	SCHEDULE OF DELIVERABLES			
			Ocular Inspection	Draft Appraisal Reports	Revised Appraisal Reports	Final Appraisal Report
3.2	Barangay Greenwater -8.4 hectares	MV and MR of land 3 years valuation projection (2025-2027)	within 5 working days from issuance of NTP	30 calendar days from ocular inspection	Within five (5) working days from receipt of Notice to Revise	Within five (5) working days from receipt of Notice to Finalize from BCDA
3.3	Barangay Country Club - 13.8 hectares					
3.4	Barangay Upper Dagsian - 3.7 hectares					
<i>Camp John Hay Properties (Hotels)</i>						
3.5	Forest Lodge Hotel/Camp John Hay suites units	MV and MR of land, hotel structure and MR of each type of hotel unit	within 5 working days from issuance of NTP	45 calendar days from ocular inspection	Within five (5) working days from receipt of Notice to Revise	Within five (5) working days from receipt of Notice to Finalize from BCDA
3.6	Manor Hotels					
<i>Camp John Hay Properties (Cottages, Estates...)</i>						
3.7	Country Homes	MV/MR of the residential development (land with structure; 1 representative per unit)	within 5 working days from issuance of NTP	60 calendar days from ocular inspection	Within five (5) working days from receipt of Notice to Revise	Within five (5) working days from receipt of Notice to Finalize from BCDA
3.8	Country Estate Lots					
3.9	Commander's Cottage					
3.10	Cottage 661 and Cottage 662					
3.11	Directors' Hills					
3.12	Eco Village North and South					

3.13	Forest Cabins					
	Properties	Appraisal Requirement	SCHEDULE OF DELIVERABLES			
			Ocular Inspection	Draft Appraisal Reports	Revised Appraisal Reports	Final Appraisal Report
<i>Camp John Hay Properties (Cottages, Estates...)</i>						
3.14	Forest Estates	MV and MR of the residential development (land with structure; 1 representative per unit for homes, estates, cottages, villas, cabins) 3 years valuation projection (2025-2027	within 5 working days from issuance of NTP	60 calendar days from ocular inspection	Within five (5) working days from receipt of Notice to Revise	Within five (5) working days from receipt of Notice to Finalize from BCDA
3.15	Golf Estates					
3.16	Sheridan Golf Villas					
3.17	Scout Hills Forest Cabins					
3.18	Eco Tourism - Phase 2 Villas					
3.19	Bell Estate 1 and 2					
3.20	Roosevelt Estates					
<i>Camp John Hay (Other Properties)</i>						
3.21	Bell Estates Fire Dept and Office)	MV and MR of the land and structure 3 years valuation projection (2025-2027	within 5 working days from issuance of NTP	45 calendar days from ocular inspection	Within five (5) working days from receipt of Notice to Revise	Within five (5) working days from receipt of Notice to Finalize from BCDA
3.22	CAP Convention Center					
3.23	Rocky Mountain Museum and office + 60 hectares forested area					

3.24	Golf Clubhouse w/ driving range and halfway house					
3.25	Transportation Center					
3.26	Sewage Treatment Plant Nos. 1,2 and 6, water line and water source					
3.27	Eco Tourism Phase 2 - undeveloped area- land	MV and MR of Land 3 years valuation projection (2025-2027				
3.28	Ayala Technohub	MV and MR of the whole commercial development 3 years valuation projection (2025-2027				

Bidder's Authorized Representative:

Bidder's Authorized Representative:

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

SECTION VII. Technical Specifications

Appraiser	Specification	Statement of Compliance
	<p>A. Objective</p> <p>The BCDA intends to engage the services of one (1) Appraisal Company to determine the current valuation and 3 year valuation projections for various BCDA properties which will be used as one of the basis in determining the baseline value in the disposition and/or development of BCDA properties. The engagement will be via Section 10 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184.</p>	
	<p>B. GENERAL REQUIREMENTS</p> <p>The Appraisal Company/Firm:</p> <ul style="list-style-type: none"> ▪ Must be registered with the Philippine Government Electronic Procurement System; ▪ Have at least seven (7) years of experience in real estate appraisal; ▪ Have undertaken at least 20 projects for the last 5 years or from 2019 to present; ▪ Assign a Team Leader who is a licensed appraiser under the Philippine Regulatory Commission (PRC) and who has at least five (5) years of experience in valuation, real estate consultancy and advisory services; ▪ Assign at least three (3) other additional Real Estate Appraisers to the Project with at least three (3) years of relevant experience and where at least one (1) of the appraisers is female. ▪ Must not have any pending projects/contracts with BCDA at the date of submission of bids. <u>For purposes of this requirement, an appraiser who has a pending contract with BCDA but has submitted its appraisal report sans the approval and acceptance of BCDA, will be considered to have substantially completed the project.</u> ▪ The Appraisal Company/Firm is required to submit the following documents to be used by BCDA as the basis for its evaluation: <ul style="list-style-type: none"> Annex A: Duly Notarized Curriculum Vitae of the Appraisal Firm/Company Annex B: Duly Notarized Curriculum Vitae of the Team Leader and the 3 Real Estate Appraisers (1 Licensed Real Estate Appraiser as 	

	<p>Team Leader + 3 other Real Estate Appraisers = total of 4 Real Estate Appraisers) showing the number of years of experience relevant to appraisal works, background of employment record and professional experience of each nominated expert including ongoing projects, with particular reference to the type of experience required for the assigned tasks.</p> <p>The Appraisal Company/Firm is required to submit the above mentioned documents (Annexes A and B) with the other required attachments with notarization as required.</p> <p>The Financial Bid shall not exceed the Approved Budget for the Contract (ABC) and shall be deemed to include the cost of all applicable taxes, duties, fees, levies, and all other charges imposed under applicable laws.</p> <p>Bids received in excess of the ABC shall be automatically rejected.</p> <p>The contract shall be effective for a period of One Hundred Twenty (120) calendar days from the Notice to Proceed (NTP) or until the issuance by BCDA of the Certificate of Completion and Acceptance upon complete delivery and acceptance by BCDA of all the requirements as agreed with the Appraisal Firm/Company based on this Technical Specifications</p>	

C. SCOPE OF SERVICES		
All appraisal reports shall include a prospective 3-year valuation projection for each property (for years 2025-2027) .		
	Property	Appraisal Requirement
1.	Northrail (Bulacan) Properties	
1.1	Harmony Hills, San Jose Del Monte, (20 individual Lots - total of 856 sqm	MV and MR of land
1.2	Relocation site in Norzagaray (103 hectares)	
2.	Clark Subzone Properties	

2.1	Sapang Bato Commercial and Residential areas	MV and MR of land
3.	Camp John Hay Properties (CJH)	
	<i>CJH Housing Sites</i>	
3.1	Barangay Hillside - 3.8 hectares	MV and MR of land
3.2	Barangay Greenwater - 8.4 hectares	
3.3	Barangay Country Club - 13.8 hectares	
3.4	Barangay Upper Dagsian - 3.7 hectares	

	<i>CJH Hotels</i>	
3.5	Forest Lodge Hotel/CJH Suites Hotel	MV and MR of land and hotel structures and MR of each type of hotel unit
3.6	Manor Hotel	
3.7	Country Homes	MV and MR of the residential development (land with structures; (1 representative unit for homes, estates, cottages, villas, cabins;
3.8	Country Estates	
3.9	Commander's Cottages/Estates	
3.10	Cottage 661 and 662	
3.11	Director's Hills	
3.12	Eco Village North and South	
3.13	Forest Cabins	
3.14	Forest Estates	
3.15	Golf Estates	
3.16	Sheridan Golf Villas	
3.17	Scout Hills Forest Cabins	

3.18	Eco Tourism Phase 2 Villas	
3.19	Bell Estates 1 and 2	MV and MR of the residential development (land with structure)
3.20	Roosevelt Estates	MV and MR of the residential development (land with structures)
<i>CJH Other Properties</i>		
3.21	Bell Estates Fire Dept & Office	MV and MR of land and structure
3.22	CAP Convention Center	
3.23	Rocky Mountain Museum and office + 60 hectares forest area	
3.24	Golf Clubhouse, Driving Range and Halfway House	
3.25	Transportation Center	
3.26	Sewage Treatment Plant Nos. 1, 2 and 6 water line and water source	
3.27	Eco Tourism Phase 2 undeveloped area-land	MV and MR of Land
3.28	Ayala Technohub	MV and MR of the whole commercial development

	<p>F. CONTRACT TERMS AND EFFECTIVITY</p> <p>The Appraisal Company/Firm shall enter into a Contract with BCDA and submit a Performance Bond or any instrument as may be prescribed pursuant to the 2016 Revised Implementing Rules and Regulations (IRR) of R.A. 9184. The terms of the contract (i.e. Contract, Special Conditions of Contract and General Conditions of Contract) shall likewise be in the general form as that prescribed under the Revised IRR of R.A. 9184.</p>	
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	<p>G. The project shall end upon receipt by the Appraisal Company/Bidder of a Certificate of Acceptance/Completion from BCDA, which shall be upon BCDA's approval of the Appraisal Company's/Bidder's Final Appraisal Report for all properties subject of this Project.</p> <p>The FINAL APPRAISAL REPORTS shall be submitted by the Appraisal Company within five (5) working days upon receipt from BCDA of the Notice to Finalize of the revised appraisal reports.</p>	
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Bidder's Authorized Representative:

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

Class "A" Documents

Legal Documents

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

Technical Documents

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

Financial Documents

- (g) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) or A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

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

II. FINANCIAL COMPONENT ENVELOPE

- (i) Original of duly signed and accomplished Financial Bid Form; and
- (j) Original of duly signed and accomplished Price Schedule(s)

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

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

Section IX. Bid Forms

Bid Form

Date: _____

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

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

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

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

For Goods Offered from Within the Philippines

Name of Bidder _____ Project ID No. _____ Page ___ of ___

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

Name: _____

Legal Capacity: _____

Signature: _____

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

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)

CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

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

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

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

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

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

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

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

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

[If a partnership or cooperative:] None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Department or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

7. *[Name of Bidder] complies with existing labor laws and standards; and*
8. *[Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:*
 - a. *Carefully examining all of the Bidding Documents;*
 - b. *Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;*
 - c. *Making an estimate of the facilities available and needed for the contract to be bid, if any; and*
 - d. *Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].*

9. *[Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.*
10. *In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.*

IN WITNESS WHEREOF, I have hereunto set my hand this __ day of __, 20__ at _____, Philippines.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

Bid Securing Declaration Form

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

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

BID SECURING DECLARATION

Project Identification No.(reference no.): *[Insert number]*

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the procuring entity for the commission of acts resulting to the enforcement of the bid securing declaration under Sections 23.1(b), 34.2, 40.1 and 69.1, except 69.1(f), of the IRR of RA No. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid Securing Declaration shall cease to be valid on the following circumstances:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; and
 - c. I am/we have declared the bidder with the Lowest Calculated Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/We have hereunto set my/our hand/s this ____ day of *[month]* *[year]* at *[place of execution]*.

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE] [Insert signatory's legal capacity]

Affiant

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

Sample Forms: Statement of All Ongoing Government and Private Contracts including Contracts Awarded but not yet Started

SF-G&S-19A

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

Business Name : _____
Business Address : _____

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

*Continue in a separate sheet if necessary..

Submitted by : _____
Signature over Printed Name of Authorized Representative

Date : _____

Note:

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

Sample Forms: Statement of Single Largest Completed Contract (SLCC)

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

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 the value of all outstanding works under ongoing contracts including awarded contracts yet to be started

NFCC = P _____

$K = 15$

Submitted by:

 Name of Supplier / Distributor / Manufacturer

 Signature of Authorized Representative
 Date : _____

NOTE:

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

Section X. Schedule of Bidding Activities

REBIDDING PROCUREMENT OF APPRAISAL FOR VARIOUS BCDA PROPERTIES - Appraiser 1

No.	ACTIVITIES	DATE/SCHEDULE (2024)
1	Pre-procurement Conference	October 03, 2024
2	Posting (Website, PhilGEPS & BCDA Premises)	October 05, 2024
3	Issuance of Bid Documents	October 05, 2024 to October 27, 2024 (8:00 AM to 5:00 PM) October 28, 2024 (8:00 AM to 9:00 AM)
4	Pre-Bid Conference	10:00 AM, October 14, 2024
5	Deadline for Request for Clarification, if any	5:00 PM, October 17, 2024
6	Issuance of Bid Bulletin, if any	October 21, 2024
7	Deadline for Submission of the ff: Eligibility Requirements and Financial Proposal	9:00 AM, October 28, 2024
8	Opening of the ff: Eligibility Requirements and the Financial Proposal	10:00 AM, October 28, 2024
9	Bid Evaluation (TWG 's detailed evaluation of the submitted bids)*	October 29, 2024 November 04, 2024
10	Presentation of detailed bid evaluation*	November 04, 2024
11	Sending of letter to the Bidder with LCB advising them on the conduct of Post-Qualification*	November 04, 2024
12	Post Qualification on the Bidder with LCB or succeeding LCB (if any)*	November 05, 2024 to November 14, 2024
13	Deliberation by BAC of the Results of Post qualification*	November 14, 2024
14	Issuance of BAC's Recommendation (based on the Results of Post-Qual)*	November 14, 2024
15	Approval of BAC Resolution and Notice of Award*	November 19, 2024
16	Issuance of Notice of Award*	November 20, 2024
17	Issuance of Notice to Proceed and Contract Signing*	on or before December 09, 2024

**Subject to Change*