

# **BASES CONVERSION AND DEVELOPMENT AUTHORITY**

## **PROCUREMENT OF A SERVICE PROVIDER FOR THE INTERIM OPERATIONS AND MAINTENANCE (O&M) OF THE PUBLIC TRANSPORTATION IN NEW CLARK CITY UNDER A TWELVE (12) - MONTH CONTRACT SERVICE**

**Sixth Edition  
July 2020**

## **Table of Contents**

<b>Glossary of Acronyms, Terms, and Abbreviations .....</b>	<b>2</b>
<b>Section I. Invitation to Bid.....</b>	<b>5</b>
<b>Section II. Instructions to Bidders.....</b>	<b>8</b>
<b>Section III. Bid Data Sheet .....</b>	<b>15</b>
<b>Section IV. General Conditions of Contract .....</b>	<b>17</b>
<b>Section V. Special Conditions of Contract .....</b>	<b>19</b>
<b>Section VI. Schedule of Requirements .....</b>	<b>24</b>
<b>Section VII. Technical Specifications .....</b>	<b>24</b>
<b>Section VIII. Checklist of Technical and Financial Documents .....</b>	<b>32</b>
<b>Section IX. Bidding Forms.....</b>	<b>34</b>
<b>Section X. Schedule of Bidding Activities .....</b>	<b>44</b>

# ***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[c])

**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 for*

#### **PROCUREMENT OF A SERVICE PROVIDER FOR THE INTERIM OPERATIONS AND MAINTENANCE (O&M) OF THE PUBLIC TRANSPORTATION IN NEW CLARK CITY**

1. The **BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA)**, through the 2025 Corporate Budget (COB) intends to apply the sum of **Eighteen Million Two Hundred Seventy-Nine Thousand Seven Hundred Six Pesos & 00/100 Only (Php18,279,706.00)**, 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 Public Transportation in New Clark City under a Twelve (12) - Month Service Contract with Project Identification Number (ID No.) / Invitation to Bid No.(reference no.) of BG2025-259.

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

<i>Lot No.</i>	<i>Description</i>	<i>Quantity</i>	<i>ABC</i>
<i>1</i>	<i>Procurement of a Service Provider for the Interim Operations and Maintenance (O&amp;M) of the Public Transportation in New Clark City under a Twelve (12) - Month Service Contract</i>	<i>1</i>	<i>Php 18,279,706.00 (inclusive of VAT and all other applicable government taxes, fees)</i>

2. The BCDA now invites bids for the **Procurement of a Service Provider for the Interim Operations and Maintenance (O&M) of the Public Transportation in New Clark City** under a Twelve (12) - Month Service Contract. Delivery of the Goods is required to start within thirty (30) calendar days from the receipt of Notice to Proceed. Bidders should have completed, within five (5) years prior from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instruction to Bidders.
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184, otherwise known as the "Government Procurement Reform Act"
  - a. Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA No. 5183.



4. Prospective Bidders may obtain further information from BCDA and inspect the Bidding Documents at the address given below from Monday to Friday, from 8:00 AM - 5:00 PM and /or at the BCDA website (<https://bcda.gov.ph/bids>).
5. A complete set of Bidding Documents may be acquired by interested Bidders from the BCDA Corporate Center, 2<sup>nd</sup> Floor Bonifacio Technology Center, 31<sup>st</sup> St. cor. 2<sup>nd</sup> Avenue, Bonifacio Global City, Taguig City, starting **11 September 2025 to 01 October 2025 from 8:00 AM to 5:00 PM**, except Saturdays, Sundays and Holidays, and until 9:00 AM on **01 October 2025 (Wednesday)**, upon payment of an applicable fee, pursuant to the latest Guidelines issued by the GPPB,

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

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

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

6. BCDA will hold a Pre-Bid Conference on **18 September 2025 (Thursday) at 1:00 PM** at BCDA Corporate Center 2nd Floor Bonifacio Technology Center, 31st Street Corner 2nd Avenue, Crescent Park West Bonifacio Global City, Taguig and/or through video conferencing or webcasting via Zoom or Google Meet, which shall be open to prospective bidders. To be able to **join the online pre-bid conference**, a written request shall be made/e-mailed to the BAC-G Secretariat by the prospective bidders.

Site inspection for the aforementioned project is scheduled on 19 September 2025 (Friday) with the following details:

- The meeting place for the site inspection shall be at the **Athletic Stadium, New Clark City, Capas, Tarlac**;
- Participants must be at the meeting place at 9:00 AM;
- Participants must use their own vehicle for the site inspection;
- Only two representatives per interested bidder are allowed to join the site/ inspection;
- The site visit is not mandatory but prospective bidders are encouraged to join the site visit; and
- Point/Contact Person: **Psalm Erickson Cadiang - 09167729780**

7. Bids must be duly received on or before, **9:00 AM on 01 October 2025 (Wednesday)** at the BCDA Corporate Center, 2nd Floor Bonifacio Technology Center, 31st St. cor. 2nd Avenue, Bonifacio Global City, Taguig City. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB Clause 14**.
9. Bid opening shall be on **01 October 2025 (Wednesday) at 10:00 AM** at the same address given above. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The Pre-bid Conference and the Opening of Bids are hybrid events. Prospective bidders may choose to attend online via zoom or in person at the BTC Office.

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

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

For more information, please refer to:

**MS. QUEENNIE BAUTISTA-PORMENTO**

BAC-G Secretariat

(02)8575-1774, [bacgsecretariat@bcda.gov.ph](mailto:bacgsecretariat@bcda.gov.ph)


You may visit the following website:

For downloading of Bidding Documents: <https://www.bcda.gov.ph/bids>

Date of Issuance: **11 September 2025**

BIDS AND AWARDS COMMITTEE FOR GOODS

By:

  
**ENGR. MARK P. TORRES**

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 Public Transportation in New Clark City under a Twelve (12) - Month Service Contract** with Project Identification Number (ID No.) of **BG2025-259**.

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 Public Transportation in New Clark City under a Twelve (12) - Month Service Contract** in the amount of **Eighteen Million, Two Hundred Seventy-Nine Thousand, Seven Hundred Six Pesos & 00/100 Only (Php18,279,706.00)**, *inclusive of all government taxes and fees*.

2.2. The source of funding is the **2025 Corporate Operating Budget**.

### **3. Bidding Requirements**

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

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

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

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

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and

obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

## **5. Eligible Bidders**

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. As applicable,
  - a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:
    - i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;
    - ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
    - iii. When the Goods sought to be procured are not available from local suppliers; or
    - iv. When there is a need to prevent situations that defeat competition or restrain trade.
  - b. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA’s CPI, must be at least equivalent to:

As applicable:

- a. The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.

**Or**

- b. 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 ABC.

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

## **6. Origin of Goods**

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

## **7. Subcontracts**

7.1. The Procuring Entity has prescribed that:

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

7.2. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criteria stated in **ITB** Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.

7.3. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.

7.4. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

## **8. Pre-Bid Conference**

The Procuring Entity will hold a pre-bid conference for this Project on 17 September 2025 (Wednesday) at 1:00 PM at the BCDA Corporate Center, 2<sup>nd</sup> Floor, Bonifacio Technology Center 31<sup>st</sup> Street corner 2<sup>nd</sup> Avenue, Bonifacio Global City Taguig City and/or through videoconferencing/webcasting as indicated in paragraph 6 of the **IB**.

## **9. Clarification and Amendment of Bidding Documents**

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



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

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

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

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

## **12. Bid Prices**

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
  - a. For Goods offered from within the Procuring Entity's country:
    - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
    - ii. The cost of all customs duties and sales and other taxes already paid or payable;

- iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
  - iv. The price of other (incidental) services, if any, listed in c.
- b. For Goods offered from abroad:
- i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - ii. The price of other (incidental) services, if any, as listed in **Section VII (Technical Specifications)**.

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

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

### **14. Bid Security**

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

### **15. Sealing and Marking of Bids**

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

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

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



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

## **16. Deadline for Submission of Bids**

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

## **17. Opening and Preliminary Examination of Bids**

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

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

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

## **18. Domestic Preference**

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

## **19. Detailed Evaluation and Comparison of Bids**

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by ITB Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be



sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

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

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

## **20. Post-Qualification**

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

## **21. Signing of the Contract**

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

### ***Section III. Bid Data Sheet***

<b>ITB Clause</b>	
<b>5.3</b>	<p>For this purpose, contracts similar to the Project shall be:</p> <ol style="list-style-type: none"> <li>a. Similar contracts shall refer to contracts involving the operations and maintenance (O&amp;M) of public transportation services, fleet management, or provision of public utility vehicles (e.g., electric vehicles, modern PUVs, shuttle services, or analogous transport services) including the management of drivers, scheduling, dispatching, and maintenance of transport units.</li> <li>b. Completed within five (5) years prior to the deadline for the submission and receipt of bids, a single contract similar to the Project equivalent to at least fifty percent (50%) of the ABC.</li> </ol>
<b>7.1</b>	<p>Subcontracting is allowed. The portions of Project and the maximum percentage allowed to be subcontracted shall not exceed twenty percent (20%) of the contracted Goods.</p>
<b>12</b>	<p>The price of the Services shall be quoted and delivered duty paid in Philippine Pesos</p>
<b>14.1</b>	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> <li>1. The amount of not less than 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</li> <li>2. The amount of not less than five percent (5%) of ABC] if bid security is in Surety Bond.</li> </ol>

19.3	<p>The ABC is <b><u>Eighteen Million Two Hundred Seventy-Nine Thousand Seven Hundred Six and 00/100 (P18,279,706.00)</u></b>, inclusive of all applicable taxes and fees. breakdown are as follows:</p> <table><tr><th>Lot</th><th>Quantity</th><th>Item/Description</th><th>ABC</th></tr><tr><td>1</td><td>1</td><td>Procurement of a Service Provider for the Interim Operations and Maintenance (O&amp;M) of the Public Transportation in New Clark City under a Twelve (12) - Month Service Contract</td><td><b>PP18,279,706.00</b></td></tr></table> <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>	Lot	Quantity	Item/Description	ABC	1	1	Procurement of a Service Provider for the Interim Operations and Maintenance (O&M) of the Public Transportation in New Clark City under a Twelve (12) - Month Service Contract	<b>PP18,279,706.00</b>
Lot	Quantity	Item/Description	ABC						
1	1	Procurement of a Service Provider for the Interim Operations and Maintenance (O&M) of the Public Transportation in New Clark City under a Twelve (12) - Month Service Contract	<b>PP18,279,706.00</b>						
20.2	<p>The Bidder shall submit the following licenses and permits:</p> <ul style="list-style-type: none"><li>a. Valid Land Transportation Franchising and Regulatory Board (LTFRB) Certificate of Public Convenience (CPC) or Special Permit – pursuant to the Public Service Act (Commonwealth Act No. 146, as amended) and LTFRB Memorandum Circulars.</li><li>b. Valid Vehicle Registration Certificates (CR/OR) for all proposed units – pursuant to Republic Act No. 4136 (Land Transportation and Traffic Code).</li><li>c. Passenger Accident Liability Insurance (PALI) – pursuant to LTFRB Memorandum Circulars and the Insurance Code of the Philippines (Presidential Decree No. 612, as amended).</li><li>d. Business/Mayor’s Permit – pursuant to Republic Act No. 7160 (Local Government Code of 1991).</li><li>e. BIR Registration and Valid Tax Clearance – pursuant to the National Internal Revenue Code of 1997, as amended.</li><li>f. DOLE Compliance Certificates (i.e., General Labor Standards, Occupational Safety and Health Standards, as applicable) – pursuant to Presidential Decree No. 442 (Labor Code of the Philippines).</li><li>g. SEC/DTI/CDA Registration – depending on the legal form of the bidder, pursuant to the Corporation Code, DTI rules, or Cooperative Code.</li></ul>								
21.2	<p>The following additional contract documents shall be required:</p>								



	<ul style="list-style-type: none"> <li>a. Performance Security – pursuant to Section 39 of the 2016 Revised IRR of RA 9184.</li> <li>b. Warranty Security (if applicable) – pursuant to Section 62 of the 2016 Revised IRR of RA 9184.</li> <li>c. Implementation Schedule / Deployment Plan for vehicles and personnel, as approved by BCDA.</li> <li>d. List of Assigned Drivers with copies of Professional Driver’s Licenses, NBI Clearances, Medical Certificates (including drug test results), and valid company IDs – as required under Section VII (Technical Specifications/Terms of Reference).</li> <li>e. Vehicle Documents (Registration, Passenger Accident Liability Insurance, Certificate of Compliance from DOTr) – for all deployed units.</li> <li>f. Ridership Monitoring and Reporting System Documentation – including periodic submission of ridership data and operational performance reports to BCDA.</li> <li>g. Other documents that may be reasonably required by BCDA in the course of implementation, consistent with existing laws, rules, and regulations.</li> </ul>
--	--

## ***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><b>Delivery and Documents –</b></p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from within the Philippines, state:]</i> “The delivery terms applicable to this Contract are delivered to MANAGED PROPERTY, 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 and Alyssa Jean Pascua.</p> <p><b>Incidental Services –</b></p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ul style="list-style-type: none"> <li>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> </ul>
	<ul style="list-style-type: none"> <li>c. furnishing of detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> </ul>



	<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><b>Spare Parts –</b></p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ol style="list-style-type: none"> <li>1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>2. in the event of termination of production of the spare parts: <ol style="list-style-type: none"> <li>i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and</li> <li>ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ol> </li> </ol> <p>The spare parts and other components required are listed in <b>Section VI (Schedule of Requirements)</b> and the costs thereof are included in the contract price.</p>

	<p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of <i>[indicate here the time period specified. If not used, indicate a time period of three times the warranty period]</i>.</p>
	<p>Spare parts or components shall be supplied as promptly as possible, but in any case, within <i>[insert appropriate time period]</i> months of placing the order.</p>
	<p><b>Packaging –</b></p> <p>The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity</p> <p>Name of the Supplier</p> <p>Contract Description</p> <p>Final Destination</p> <p>Gross weight</p> <p>Any special lifting instructions</p> <p>Any special handling instructions</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p><b>Transportation –</b></p>

	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p>
	<p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p><b>Intellectual Property Rights –</b></p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	<p><b>Terms of Payment</b></p> <p>In consideration of the requirements under this TOR, payment to the winning Bidder shall be made upon completion of the scope of works subject to the usual auditing and accounting procedures.</p>

	<p>Payments shall be made only upon a certification by the BCDA to the effect that the Goods have been supplied, delivered, and installed in accordance with the terms of this Contract and have been duly inspected and accepted. No payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract.</p> <p>The currency in which payment is made to the Supplier under this Contract shall be in Philippine Peso</p>
4	<p>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.

Item No	Description	Unit of Issue	Quantity	Delivery, Weeks/Months
1	<p>Purchase of services from Service Providers that will deploy electric vehicles according to the set departure interval at designated pick-up and drop-off points</p> <p><b>Route 1</b> <b>Route 2</b> <b>Route 3</b></p> <p><i>(With attached Terms of Reference which will form as integral part of the contract)</i></p>	Lot	1	To start within thirty (30) calendar days from the receipt of Notice to Proceed.

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

### **Bidder's Authorized Representative:**

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

Legal capacity: \_\_\_\_\_

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

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

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

## *Section VII. Technical Specifications/ Terms of Reference*

ITEM	SPECIFICATION/TERMS OF REFERENCE (TOR)	STATEMENT OF COMPLIANCE
	<p><b>PROCUREMENT OF A SERVICE PROVIDER FOR THE INTERIM OPERATIONS AND MAINTENANCE (O&amp;M) OF THE PUBLIC TRANSPORTATION IN NEW CLARK CITY UNDER A TWELVE (12) - MONTH CONTRACT SERVICE</b></p> <ul style="list-style-type: none"> <li>• Please take note that all technical specifications are just minimum requirements and offered products may present equivalent specs or higher.</li> <li>• All items must be at least the latest model per product.</li> </ul>	<p><u><i>Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters</i></u> 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. 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.</p>
Lot A	<p><b>Company / Service Provider</b></p> <ul style="list-style-type: none"> <li>• Must have at least three (3) years of relevant transport experience.</li> </ul>	

	<ul style="list-style-type: none"> <li>• Must provide a minimum of ten (10) PUV units consisting of: (a) Five (5) Class 1 EV units; and (b) Five (5) Class 2 Euro 4 units.</li> <li>• Must submit a detailed deployment schedule in accordance with Section 4.2 (Schedule of Trips) of the TOR.</li> <li>• Must assign at least one (1) driver per unit.</li> <li>• Must submit to BCDA, prior to the first day of operations: (a) List of drivers with Professional Driver's License numbers</li> <li>• Must provide dedicated units for safety, health, and sanitation.</li> <li>• Must ensure that there are no common proprietors, partners, or directors among competing bidders.</li> <li>• Must demonstrate capability to implement a ridership tracking system.</li> </ul>	
Lot B	<p><b>Vehicle / Unit</b></p> <ul style="list-style-type: none"> <li>• Must submit valid registration documents and vehicle plate numbers evidencing ownership by the Service Provider.</li> <li>• All units must be currently registered and covered by a valid Passenger Insurance Policy.</li> <li>• All ten (10) units must have insurance coverage for major repairs and accidents.</li> <li>• Passenger capacity: (a) Class 1 – minimum of ten (10); (b) Class 2 – minimum of twenty-two (22), air-conditioned.</li> <li>• All Class 2 units must be equipped with air-conditioning.</li> <li>• Each unit must be fully wrapped in vinyl sticker with BCDA &amp; Service Provider logos, New Clark City design, subject to BCDA approval.</li> </ul>	



	<ul style="list-style-type: none"> <li>• Service Provider shall shoulder the cost of maintenance, repair, or replacement of wraps and submit photographic documentation before and after installation/repair.</li> <li>• Each unit must have Certificate of Compliance from the Department of Transportation</li> <li>• Each unit must display: (a) "Priority Seat" stickers on first two (2) rows (BCDA-approved, water/dirt/fade-resistant); and (b) A route map sticker inside the vehicle (water/dirt/fade-resistant).</li> <li>• Each unit must be equipped with one (1) GPS device.</li> </ul>	
Lot C	<p><b>Drivers</b></p> <ul style="list-style-type: none"> <li>• Must possess a valid Professional Driver's License with Certificate of Authenticity issued by LTO.</li> <li>• Must submit a valid NBI Clearance.</li> <li>• Must submit a medical certificate of fitness for work, including drug test result showing NEGATIVE for illegal substances, issued by a DOH-accredited drug testing laboratory.</li> <li>• Must wear prescribed uniform: polo shirt, pants, closed shoes, and company ID during operations.</li> </ul>	

**Bidder/Bidder's Authorized Representative:**

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

Legal capacity: \_\_\_\_\_

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

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

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

## **INTERIM OPERATIONS AND MAINTENANCE OF THE PUBLIC TRANSPORTATION IN NEW CLARK CITY UNDER A TWELVE (12) - MONTH CONTRACT SERVICE**

### **1. GENERAL BACKGROUND**

The Bases Conversion and Development Authority (BCDA), established under Republic Act No. 7227 and amended by Republic Act No. 7917, is mandated to convert former military reservations and their extensions into productive civilian and commercial uses. Through this mandate, BCDA has played a vital role in the development of key infrastructure projects in Metro Manila and Central Luzon. Its core function is to manage the conversion of these lands into alternative productive uses while generating funds through land sales, which are then reinvested to support the creation of modern urban environments.

One of BCDA's most significant projects is the Clark Special Economic Zone (CSEZ), established by Proclamation No. 163 in 1993. The economic zone covers a total area of 33,653 hectares, including the former U.S. Clark Air Base, which spans 4,400 hectares. The remaining area comprises Subzones A, B, D, and the Sacobia Resettlement Area, incorporated into the CSEZ by Proclamation No. 805. Over time, the CSEZ has grown into a vibrant hub for industrial, commercial, and technological development, substantially contributing to the economic growth of the region.

In May 2014, the National Economic and Development Authority (NEDA), under the administration of President Benigno Aquino III, approved the Master Plan for New Clark City (NCC), a 9,450-hectare development within the CSEZ. The NCC project represents a major transformation of Clark from a former military base into a modern, sustainable urban center. It is envisioned as a smart, green, and resilient city that balances residential, commercial, agro-industrial, institutional, and information technology sectors.

New Clark City aims to serve a diverse community of residents, workers, and businesses, promoting a high quality of life through sustainable practices, environmental stewardship, and integrated urban planning. It is designed to become a regional center for innovation and economic growth, supporting the Philippines' transition toward a more sustainable and inclusive future.

To facilitate investment and improve the movement of people and goods within NCC, BCDA is accelerating the construction of internal roads and utilities. These infrastructures will support circulation within the city and connect NCC to the broader Clark Freeport Zone and other key destinations in Central Luzon. While these road networks are essential to NCC's growth, public transport remains a critical element for meeting both immediate and long-term mobility needs.



The Interim Operations and Maintenance of Public Transportation in New Clark City will complement the Clark Integrated Transport System (CITS), which is being developed in phases. CITS is a comprehensive multi-modal network connecting economic zones, residential areas, commercial centers, and transport hubs in Clark through rail, bus, and other transport options. The interim public transport service will provide a temporary but essential mobility solution for NCC's growing population and visitors, supporting seamless transit while the full CITS infrastructure, including dedicated bus lanes, intermodal terminals, integrated transport hubs, and rail links, is being built.

This interim service is crucial to ensuring continuous mobility and laying the groundwork for future expansion. It will play a key role in:

- Providing critical connectivity by enabling efficient access to key destinations within NCC, such as government offices, business parks, residential neighborhoods, and transport terminals.
- Building a culture of shared mobility by offering an accessible, affordable, and reliable alternative to private vehicles, encouraging public transport use that will support the sustainability goals of CITS. Notably, this interim service will be fare-free for the entire period to encourage ridership and ease mobility.
- Gathering valuable data on ridership patterns, demand, traffic conditions, and operational performance to inform the planning and design of the permanent CITS network.
- Supporting low-carbon initiatives by deploying eco-friendly vehicles, including electric public utility vehicles (PUVs) and modern Euro 4 units, thus minimizing the city's transportation carbon footprint.
- Preparing for future integration by aligning routes, schedules, and fare systems with the eventual full implementation of the CITS network, ensuring a seamless transition for users. Although an integrated fare collection system is planned for the future, these technologies are not yet implemented during the interim period.

This interim public transport solution is essential for New Clark City's continued development and success. By addressing immediate transport needs, it will help establish an integrated, efficient, and sustainable mobility system that can serve as a model for future urban development in the Philippines.

To implement this service, BCDA is seeking a qualified Public Transport Service Provider responsible for fleet management, dispatching, scheduling, and vehicle maintenance. The Service Provider will ensure safe and reliable operations and



will use modern technologies to enhance the passenger experience, with the understanding that the full technological suite, including fare collection and real-time monitoring apps, will be introduced later. The success of the interim transport service will not only facilitate NCC's growth but also significantly contribute to the long-term success of the Clark Integrated Transport System, positioning New Clark City as a leading example of future-ready, sustainable urban development in the region.

## **2. PROJECT DESCRIPTION**

The project involves the operation of public transport services within New Clark City and its adjoining areas, ensuring efficient and seamless connectivity to key destinations. The selected service provider will provide public transport services along a fixed route, managing fleet operations, ensuring service reliability, and maintaining safety and environmental compliance.

## **3. OBJECTIVES**

The proposed NCC Public Transport Service aims to:

- 3.1. Improve accessibility and mobility within New Clark City by providing a structured, reliable, and well-managed transport service.
- 3.2. Encourage the use of shared and efficient public transport solutions, reducing reliance on private vehicles as demand grows.
- 3.3. Enhance the visitor and commuter experience through modern, comfortable, and accessible transport services.
- 3.4. Support low-carbon and sustainable transportation goals by deploying eco-friendly vehicles such as modern public utility vehicles (MPUVs).
- 3.5. Integrate with the Clark Special Economic Zone's broader transport network, ensuring that passengers can easily connect to other major routes and transport hubs.
- 3.6. Promote an organized and efficient transport system, minimizing the presence of unauthorized or informal transport services.

## **4. SCOPE OF SERVICES**

### **4.1. AREA OF COVERAGE**

The Service Provider shall provide a minimum of five (5) Class 1 electric public utility vehicle (PUV) units for Route 1 and a total of five (5) Class 2 modern public utility vehicle (PUV) units to be deployed across Routes 2 and 3. The allocation of units between Routes 2 and 3 shall be interchangeable, depending on operational demand, provided that the total number of units deployed across both routes remains at five (5).

The initial routes and their respective pick-up and drop-off points are as follows:

<b>Route 1</b> <b>NCC Loop</b> <b>(5 units of Class 1 electric PUV)</b>	
Station 1	Athletes' Village
Station 2	Warm-Up Track
Station 3	Government Building
Station 4	National Academy of Sports (NAS)
Station 5	University of the Philippines (UP)
Station 6	Banko Sentral ng Pilipinas (BSP)
Station 7	Athletes' Village

<b>Route 2</b> <b>NCC to Capas Municipal Hall (vv)</b> <b>(initially 3 units of Class 2 Euro 4)</b>	
Station 1	Athletes' Village
Station 2	UP PGH
Station 3	NCC - Cristo Rey Gate
Station 4	Filinvest Innovation Park
Station 5	Banko Sentral ng Pilipinas (BSP)
Station 6	Cloverleaf
Station 7	Capas Municipal Hall

<b>Route 3</b> <b>NCC to Clark International Airport via One Clark Boulevard (p2p)</b> <b>(initially 2 units of Class 2 Euro 4)</b>	
Station 1	Athletes' Village

Station 2	Clark International Airport
-----------	-----------------------------

The pick-up and drop-off points may be adjusted upon mutual agreement of the parties.

Further, should the need arise, detours within the same route can be made with no change in cost per trip if the change in travel time is within ten (10) minutes and the change in distance is within two (2) kilometers.

See **Annex A** for the Route Maps.

#### 4.2. Schedule of Trips

- a. Regular Trips - The Service Provider shall deploy units according to the set schedule below. The departure intervals may be adjusted upon mutual agreement of the parties. A Regular Trip ticket will be issued by BCDA on all valid regular trips (See Annex xx for the Regular Trip Ticket), subject to compliance on Section 4.3 Guidelines during Operations stated in this Terms of Reference (TOR)

The Service Provider shall deploy units according to the set schedule below:

Route	Estimated Travel Time	Operating Days	Operating Hours	Initial Frequency
Route 1: NCC Loop	15 - 20 minutes	Monday to Sunday	6:00 AM – 6:00 PM	Every 10 minutes
Route 2: NCC to Capas Municipal Hall	25 - 30 minutes	Monday to Sunday	6:00 AM – 6:00 PM	Every 20 minutes
Route 3: NCC to Clark International Airport via One Clark Boulevard	27 - 35 minutes	Monday to Sunday	6:00 AM – 6:00 PM	Every 1 hour

#### Route 1: NCC Loop

Weekdays		Weekends	
Time	NCC Loop	Time	NCC Loop
<b>AM PEAK HOURS</b>		6:00 AM	Trip 1
6:00 AM	Trip 1	6:30 AM	Trip 2
6:10 AM	Trip 2	7:00 AM	Trip 3



6:20 AM	Trip 3	7:30 AM	Trip 4
6:30 AM	Trip 4	8:00 AM	Trip 5
6:40 AM	Trip 5	8:30 AM	Trip 6
6:50 AM	Trip 6	9:00 AM	Trip 7
7:00 AM	Trip 7	9:30 AM	Trip 8
7:10 AM	Trip 8	10:00 AM	Trip 9
7:20 AM	Trip 9	10:30 AM	Trip 10
7:30 AM	Trip 10	11:00 AM	Trip 11
7:40 AM	Trip 11	11:30 AM	Trip 12
7:50 AM	Trip 12	12:00 PM	Trip 13
8:00 AM	Trip 13	12:30 PM	Trip 14
8:10 AM	Trip 14	1:00 PM	Trip 15
8:20 AM	Trip 15	1:30 PM	Trip 16
8:30 AM	Trip 16	2:00 PM	Trip 17
8:40 AM	Trip 17	2:30 PM	Trip 18
8:50 AM	Trip 18	3:00 PM	Trip 19
9:00 AM	Trip 19	3:30 PM	Trip 20
<b>OFF-PEAK HOURS</b>		4:00 PM	Trip 21
9:15 AM	Trip 20	4:30 PM	Trip 22
9:30 AM	Trip 21	5:00 PM	Trip 23
9:45 AM	Trip 22	5:30 PM	Trip 24
10:00 AM	Trip 23	6:00 PM	No Trip
10:15 AM	Trip 24		
10:30 AM	Trip 25		
10:45 AM	Trip 26		
11:00 AM	Trip 27		
11:15 AM	Trip 28		
11:30 AM	Trip 29		
11:45 AM	Trip 30		
12:00 PM	Trip 31		
12:15 PM	Trip 32		
12:30 PM	Trip 33		
12:45 PM	Trip 34		
1:00 PM	Trip 35		



1:15 PM	Trip 36
1:30 PM	Trip 37
1:45 PM	Trip 38
2:00 PM	Trip 39
2:15 PM	Trip 40
2:30 PM	Trip 41
2:45 PM	Trip 42
3:00 PM	Trip 43
3:15 PM	Trip 44
3:30 PM	Trip 45
3:45 PM	Trip 46
4:00 PM	Trip 47
<b>PM Peak Hours</b>	
4:10 PM	Trip 48
4:20 PM	Trip 49
4:30 PM	Trip 50
4:40 PM	Trip 51
4:50 PM	Trip 52
5:00 PM	Trip 53
5:10 PM	Trip 54
5:20 PM	Trip 55
5:30 PM	Trip 56
5:40 PM	Trip 57
5:50 PM	Trip 58
6:00 PM	No Trip

## Route 2: NCC to Capas Municipal Hall

Weekdays			Weekends and Holidays		
Time	AV	CMH	Time	AV	CMH
<b>AM PEAK HOURS</b>			7:00 AM	Trip 1	Trip 22
6:00 AM	Trip 1	Trip 43	7:30 AM	Trip 2	Trip 23
6:15 AM	Trip 2	Trip 44	8:00 AM	Trip 3	Trip 24
6:30 AM	Trip 3	Trip 45	8:30 AM	Trip 4	Trip 25
6:45 AM	Trip 4	Trip 46	9:00 AM	Trip 5	Trip 26

7:00 AM	Trip 5	Trip 47	10:00 AM	Trip 6	Trip 27
7:15 AM	Trip 6	Trip 48	11:00 AM	Trip 7	Trip 28
7:30 AM	Trip 7	Trip 49	12:00 PM	Trip 8	Trip 29
7:45 AM	Trip 8	Trip 50	1:00 PM	Trip 9	Trip 30
8:00 AM	Trip 9	Trip 51	1:30 PM	Trip 10	Trip 31
8:15 AM	Trip 10	Trip 52	2:00 PM	Trip 11	Trip 32
8:30 AM	Trip 11	Trip 53	2:30 PM	Trip 12	Trip 33
8:45 AM	Trip 12	Trip 54	3:00 PM	Trip 13	Trip 34
9:00 AM	Trip 13	Trip 55	3:30 PM	Trip 14	Trip 35
<b>OFF PEAK HOURS</b>			4:00 PM	Trip 15	Trip 36
9:30 AM	Trip 14	Trip 56	4:30 PM	Trip 16	Trip 37
10:00 AM	Trip 15	Trip 57	5:00 PM	Trip 17	Trip 38
10:30 AM	Trip 16	Trip 58	5:30 PM	Trip 18	Trip 39
11:00 AM	Trip 17	Trip 59	6:00 PM	Trip 19	Trip 40
11:30 AM	Trip 18	Trip 60			
12:00 PM	Trip 19	Trip 61			
12:30 PM	Trip 20	Trip 62			
1:00 PM	Trip 21	Trip 63			
1:30 PM	Trip 22	Trip 64			
2:00 PM	Trip 23	Trip 65			
2:30 PM	Trip 24	Trip 66			
3:00 PM	Trip 25	Trip 67			
3:30 PM	Trip 26	Trip 68			
4:00 PM	Trip 27	Trip 69			
<b>PM PEAK HOURS</b>					
4:30 PM	Trip 28	Trip 70			
4:45 PM	Trip 29	Trip 71			
5:00 PM	Trip 30	Trip 72			
5:15 PM	Trip 31	Trip 73			
5:30 PM	Trip 32	Trip 74			
5:45 PM	Trip 33	Trip 75			
6:00 PM	Trip 34	Trip 76			

### Route 3: NCC to Clark International Airport via One Clark Boulevard

Time	AV	CRK
7:00 AM	Trip 1	Trip 13
8:00 AM	Trip 2	Trip 14
9:00 AM	Trip 3	Trip 15
10:00 AM	Trip 4	Trip 16
11:00 AM	Trip 5	Trip 17
12:00 PM	Trip 6	Trip 18
1:00 PM	Trip 7	Trip 19
2:00 PM	Trip 8	Trip 20
3:00 PM	Trip 9	Trip 21
4:00 PM	Trip 10	Trip 22
5:00 PM	Trip 11	Trip 23
6:00 PM	Trip 12	Trip 24

- b. Special Trips using unit under the Interim Public Transport in NCC will be mobilized when NCC needs additional vehicles for the transport of personnel, citizens, or cargo, in events such as the following:
- Special Programs or events of NCC
  - Rescue Operations and other emergencies

Special trips will be based on the actual kilometer run and will be paid per kilometer rate bid out for this Route. Special trips will be monitored and validated by BCDA through the issuance of a Special Trip Ticket (See Annex xx for the Special Trip Ticket)

### **4.3. GUIDELINES DURING OPERATIONS**

- 4.3.1. All vehicles must strictly depart according to the scheduled departure times and intervals indicated in Section 4.2 (Schedule of Trips) of these Terms of Reference. Punctuality is essential to ensure consistent and reliable service delivery.
- 4.3.2. In the event of a vehicle breakdown or any condition that renders a unit unserviceable, the Service Provider shall immediately deploy a replacement unit to minimize service disruption and maintain the scheduled frequency.
- 4.3.3. PUVs must stop for a minimum of ten (10) seconds at all designated pick-up and drop-off points, as identified in Section 4.1 (Area of Coverage), regardless of whether there are boarding or alighting passengers. This ensures predictability and accessibility for all commuters.

- 4.3.4. The first two (2) rows of seats in every vehicle must be reserved for senior citizens, persons with disabilities (PWDs), and pregnant women. Proper signage must be displayed to indicate these priority seats and encourage observance among all passengers.
- 4.3.5. All units must be fully refueled/charged prior to the start of daily operations to prevent delays and ensure uninterrupted service throughout operating hours.
- 4.3.6. All vehicles shall be parked at the Service Provider's designated terminal or depot located within New Clark City when not in operation.
- 4.3.7. The Service Provider must conduct daily maintenance checks and sanitation procedures on all transport units before deployment. This includes cleanliness of interiors, functionality of safety systems, and overall vehicle roadworthiness to ensure commuter safety and comfort.

## **5. OBLIGATIONS OF THE SERVICE PROVIDER**

- 5.1. Ensure that all guidelines in this TOR are coordinated to all assigned drivers of the Interim Public Transport in NCC, which shall be complied with and observed during the operations.
- 5.2. Ensure that the drivers run the units in accordance with provisions of this TOR and applicable rules, regulations, and laws.
- 5.3. Fully responsible for the payment of salary, allowances, and other benefits to its drivers as required by the governing labor laws.
- 5.4. Fully responsible for the welfare of its drivers.
- 5.5. Fully responsible to all the personnel assigned to Interim Public Transport in NCC (Drivers, Operations Manager, and Others) who committed misdeed to the passengers and BCDA personnel.
- 5.6. Fully responsible for the implementation of disciplinary measures to erring personnel (Drivers, Operations Manager and Others) upon receipt of the written Incident Report from BCDA.

The following disciplinary measures shall be enforced by the Service Provider:

- a. MAJOR OFFENSE - the driver, operations manager, or other employees of the Service Provider involved in the conduct of any of the listed major offenses below shall be terminated immediately to the Interim Public Transport in NCC upon receipt of verbal and/or written report from the BCDA.
  - Republic Act No. 7877 Anti-Sexual Harassment Act of 1995\*



- Republic Act No. 11313 "An Act Defining Gender-Based Sexual Harassment in Streets, Public Spaces, Online, Workplaces, and Educational or Training Institutions Providing Protective Measures and Prescribing Penalties Therefor"
  - Republic Act No. 9165 "Comprehensive Dangerous Act of 2002"
  - Republic Act No. 10586 "Anti-Drunk and Drugged Driving Act of 2013"
  - Using mobile phones while driving
- b. MINOR OFFENSE - the driver, operations manager, or other employees of the Bus Operator involved in the conduct of any of the listed minor offenses below shall be disciplined accordingly
- FIRST OFFENSE - Warning (with 1 documented complaint)
  - SECOND OFFENSE-Seven (7) working days suspension to the Interim Public Transport in NCC (with 3 documented complaints)
  - THIRD OFFENSE - Terminated to the Interim Public Transport in NCC (with more than 3 documented complaints)
    - Arrogant, Disrespectful and/or Rude Behavior towards passengers and/or BCDA personnel.
    - Not wearing proper uniform (wearing of sando, slippers and or sandals, tucked-out polo shirt) during operations Not properly filed-out Trip Tickets
    - Smoking in dispatching areas

Both Major and Minor Offenses will be reported by BCDA with evidence such as pictures, complaints from passengers, and incident reports. and other documentation that may be obtained.

- 5.7. Inform BCDA via verbal (advance notice) and written notice upon assigning new drivers and other personnel for Interim Public Transport in NCC. Copy of Company Identification Card, Driver's License, and Drug Test of newly assigned personnel shall be submitted to BCDA The newly assigned personnel will not be allowed to join the Interim Public Transport in NCC operations until approved by BCDA.
- 5.8. Drivers must undergo physical examination, including drug testing to ensure the safety of passengers.
- 5.9. Coordination with BCDA for all concerns during operations.

## **6. OBLIGATIONS OF BCDA**

- 6.1. Coordination with the LTFRB of the New Clark City Public Transport Operations.

- 6.2 Obtain the Special Permit from the LTFRB for the public utility vehicle units provided under the Interim NCC Public Transport Operations.
- 6.4 BCDA will designate Inspectors to conduct random inspections of units during operation.
- 6.5 The Inspectors will provide a written Incident Report to the Bus Operator for any violation of the guidelines during operations as stated in Section 4.3 of these Terms of Reference.
- 6.6 Information dissemination regarding the Interim NCC Public Transport Operations, indicating the route, schedule, and designated pick-up and drop-off points.
- 6.7 For the public to properly identify the bus stops, the BCDA shall place signage on each designated pick-up and drop-off point while there is no waiting shed available.

## **7. PROJECT IMPLEMENTOR**

The BCDA shall be the implementor of the project and shall be in charge of ensuring its successful execution. BCDA is responsible for project monitoring and the strict implementation of the requirements and guidelines in these Terms of Reference.

## **8. CONTRACT DURATION**

The Contract shall be for a period of twelve (12) months, which shall commence within thirty (30) calendar days from the receipt of the Notice to Proceed.

## **9. PROJECT STANDARDS AND REQUIREMENTS**

In addition to the requirements provided under Republic Act (R.A.) 9184 and its Revised Implementing Rule and Regulations (RIRR), otherwise known as the "Government Procurement Reform Act", the Bus Operator shall also comply with the following requirements:

### **9.1. General Requirements:**

- a. Have at least three (3) years of relevant Transport Experience.



- b. The required minimum number of PUV units to be provided for the three (3) routes in NCC is five (5) Class 1 EV units and five (5) Class 2 Euro 4 units.
- c. Submit a detailed time schedule of PUV deployment based on the set departure interval in Section 4.2, Schedule of Trips of these Terms of Reference.
- d. Assigned at least one (1) driver for each unit provided to the New Clark City.
- e. Submit a list of Names and the Professional Driver's License numbers of drivers involved in this Service Agreement.
- f. Have dedicated units for safety, health, and sanitation.
- g. Each bidder should not have similar proprietors, partners, and directors for the route being bid on the Interim New Clark City PT Operations.

## **9.2. Requirements for the Units:**

- a. Registration documentation in the vehicle/number plates affixed to the vehicle units is required by law. A copy of registration documentation showing ownership by the Service Provider shall be submitted to the BCDA before the start of the contract.
- b. PUV units must be currently registered and with a valid Passenger Insurance Policy.
- c. The ten (10) units must have insurance coverage for major repairs and accidents. A copy of insurance coverage for the said units by the Operator shall be submitted to the BCDA.
- d. With a minimum passenger capacity of ten (10) for Class 1 and twenty (22) for Class 2 during normal operations.
- e. Each units must be air-conditioned for Class 2.
- f. Each unit must have Certificate of Compliance from the Department of Transportation
- g. The body must be covered with a wrap using a vinyl printable sticker showing the BCDA and Service Provider's logo, landmarks in New Clark City, and markings required by the LTFRB. The actual color tone to be used will be provided by the BCDA. The design must be approved by the

BCDA before printing. The Service Provider is responsible for the maintenance of the wrap. In case of unit replacement due maintenance or other reasons, the new unit should be wrapped which cost shall be shouldered by the Service Provider and not to be charged to BCDA. Repairs or replacement of a portion of the wrap shall be coordinated by the Service Provider to BCDA for inspection and validation before and after the repair or replacement of a portion of the wrap. The before and after of the repair or replacement shall be fully documented indicating the date of installation with supporting photos.

- h. Have a "Priority Seat" sticker on the first two (2) rows of all vehicle units which are dedicated to senior citizens, PWDs, and pregnant women. The sticker must be resistant to water, dirt, and fading. The design and placement of the sticker must be approved by the BCDA before application.
- i. A sticker must indicate the PUV route map inside the units to guide passengers. The sticker must be resistant to water, dirt, and fading.
- j. Have one (1) Global Positioning System (GPS) for each unit.

### **9.3. Requirements for the Drivers:**

- a. Should be a holder of a Professional Driver's License, with a safe and clean driving record, and knowledge of driving rules and regulations.
- b. Should have Certificate of Authenticity issued by LTO
- c. Should have a valid NBI Clearance
- d. Physically fit to work supported by a medical certificate including drug test
- e. Familiar with local routes and destinations
- f. Properly attired during hours of operations
  - Polo Shirt
  - Pants
  - Closed shoes
  - Company ID
- g. Always observe the rules of the road
- h. Always observe basic courtesy to passenger/s, fellow motorist, and road authorities
- i. Know all the designated stops of the routes and understand and follow all relevant provisions of this TOR.

### **9.4. Ridership Tracking**

- a. The PUV operator shall have the capability of implementing a ridership tracking system.



## 10. APPROVED BUDGET FOR THE CONTRACT

The Approved Budget for the Contract (ABC) shall be Pesos: **Eighteen Million Two Hundred Seventy-Nine Thousand Seven Hundred Six and 00/100 (P18,279,706.00)**, inclusive of all applicable taxes and fees for the period of fifteen (15) months, commencing within thirty (30) calendar days from the receipt of the Notice to Proceed.

PARTICULARS	QUANTITY	ESTIMATED UNIT COST	ESTIMATED TOTAL COST
<b>1. Trips</b>			
Route 1	17,625	156	Php 2,749,500
Route 2	23,986	338	Php 8,107,268
Route 3	8760	572	Php 5,010,720
<b>Trips Costs</b>			<b>Php 15,867,488</b>
<b>2. Administrative Costs</b>	-	-	<b>Php 2,412,218</b>
<b>TOTAL</b>			<b>Php 18,279,706</b>

## 11. TERMS OF PAYMENT

### a. Valid Completed Trips

The payment shall be based on the number of valid completed trips rendered per day, upon compliance with the requirements of this Terms of Reference.

The Service Provider shall provide a Letter Request for payment to BCDA every month with the following attachments:

- Statement of Account (Billed to BCDA)
- Report on Actual Trips per Day for the Month supported by Daily Trip Tickets

### b. Administrative Cost

The Service Provider must request the Acceptance and Inspection to BCDA seven (7) working days before start of implementation of the Interim Public Transport in NCC, to conduct an actual inspection of the listed items below:

- Roadworthiness of the ten (10) units to operate the route.
- Ten (10) bus units with a bus wrap
- Ten (10) bus units with insurance coverage for major repairs and accidents.
- Ten (10) bus units with fire extinguishers compliant with the safety standards in accordance with local and international laws.
- Ten (10) bus units with GPS

The Request for Acceptance and Inspection shall be supported by the following documents:

- Statement of Account (billed to BCDA) for the Administrative Costs
- Copy of Contract
- Copy of Terms of Reference

Only the items that are inspected and accepted by BCDA will be valid for payment.

## **12. PENALTIES FOR BREACH OF CONTRACT**

Failure to deliver the services according to the standards and requirements set by the BCDA shall constitute an offense and shall subject the Service Provider to penalties or liquidated damages pursuant to R.A. 9184 and its IRR.

## **13. CANCELLATION OR TERMINATION OF CONTRACT**

The Contract may be canceled or terminated:

- a. Should there be any supervening event resulting from National Government Agency projects and/or Local Government projects that may hinder or restrict the operation of the route according to these Terms of Reference, such as but not limited to the Schedule of Trips, or
- b. Should there be any dispute, controversy, or difference between the parties arising out of these Terms of Reference, the parties shall exert efforts to settle such dispute or difference amicably. However, suppose any dispute, controversy, or difference cannot be resolved amicably to the mutual satisfaction of the parties. In that case, the matter may be submitted for arbitration in accordance with existing laws, without prejudice for the

aggrieved party to seek redress exclusively before a court of competent jurisdiction within BCDA.

**Bidder's Authorized Representative:**

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

Legal capacity: \_\_\_\_\_

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

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

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

## Section VIII. Checklist of Technical and Financial Documents

### I. TECHNICAL COMPONENT ENVELOPE

#### *Class "A" Documents*

##### Legal Documents

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

##### Technical Documents

- ☐ (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**
- ☐ (d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission **or** Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**



- (f) Original duly signed Omnibus Sworn Statement (OSS) and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

#### Financial Documents

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

#### *Class "B" Documents*

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

## **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.***

### ***Bidding Forms***

#### **Bid Form**

---

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

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

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

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

If our Bid is accepted, we undertake:

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

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

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

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

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

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

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

Legal capacity: \_\_\_\_\_

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

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

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

**[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 \_\_\_\_\_

[illegible]

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*

*[Iurat]*

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

## **Bid Securing Declaration Form**

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

REPUBLIC OF THE PHILIPPINES]

CITY OF \_\_\_\_\_) S.S.

### **BID SECURING DECLARATION**

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

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

I/We, the undersigned, declare that:

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

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

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

Affiant

**[Jurat]**

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



## Sample Forms: Goods and Services for Ongoing and Completed Contracts

SF-G&S-19A

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

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

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

\*Continue in a separate sheet if necessary..

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

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

**Note:**

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

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

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

Name of the Contract	Date of the Contract	Contract Duration	Owner's Name and Address	Kinds of Goods	Amount of Contract	Date of Delivery

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

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

**Note:**

This statement shall be supported by ANY of the following:

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

### FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK

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

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

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

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

$K = 15$

Submitted by:

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

Legal capacity: \_\_\_\_\_

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

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

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

#### NOTE:

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

## *Section X.*

### **Interim Operations and Maintenance (O&M) of the Public Transportation in New Clark City (NCC) under a Twelve (12) - Month Contract Service**

#### **SCHEDULE OF BIDDING ACTIVITIES**

<b>No.</b>	<b>ACTIVITIES</b>	<b>DATE/SCHEDULE (2024)</b>
1	Pre-Procurement Conference	Friday, 22 August 2025
2	Posting (BCDA Website, PhilGEPS, and BCDA Bulletin Board)	Thursday, 11 September 2025
3	Issuance/Availability of Bidding Documents	Thursday, 11 September 2025 to Wednesday, 01 October 2025
4	<b>Pre-Bid Conference</b>	Thursday, 18 September 2025
5	<b>Site Inspection</b>	Friday, 19 September 2025
6	Deadline for Request for Clarification, if any	Sunday, 21 September 2025
7	Issuance of Bid Bulletin, if any	Wednesday, 24 September 2025
8	<b>Deadline for Submission of the ff: Eligibility Requirements and Financial Proposal</b>	9:00 AM Wednesday, 1 October 2025
9	<b>Opening of the ff: Eligibility Requirements and the Financial Proposal</b>	10:00 AM Wednesday, 1 October 2025
10	Bid Evaluation (TWG 's detailed evaluation of the submitted bids)*	Thursday, 02 October 2025 to Monday, 06 October 2025
11	Presentation of detailed bid evaluation*	Monday, 06 October 2025
12	Sending of letter to the Bidder with LCB advising them on the conduct of Post-Qualification*	Monday, 06 October 2025
13	Post Qualification on the Bidder with LCB or succeeding LCB (if any)*	Tuesday, 07 October 2025 to Thursday, 16 October 2025
14	Deliberation by BAC of the Results of Post qualification*	Thursday, 16 October 2025
15	Issuance of BAC's Recommendation (based on the Results of Post-Qual*	Thursday, 16 October 2025
16	Approval of BAC Resolution and Issuance of Notice of Award*	Monday, 20 October 2025
17	Contract Signing*	on or before, 30 October 2025
18	Issuance of Notice to Proceed	on or before, 06 November 2025

*\*Subject to Change*



Republic of the Philippines



Government Procurement Policy Board