

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

BID BULLETIN NO. 3

This Bid Bulletin clarifies the queries that were raised during the Pre-bid Conference on 04 July 2023 (Tuesday) at 3:00 PM, as well as other matters relative to the **Procurement of a Service Provider for the Interim Operations and Maintenance (O&M) of the New Clark City (NCC) Sports Facilities under a Twenty-Seven (27) - Month Service Contract.**

QUERIES	CLARIFICATION/S								
1. When is the ocular inspection schedule?	The ocular inspection is scheduled on 06-07 July 2023.								
2. When is the Bid Bulletin issued for the clarification?	The Bid Bulletin in relation to this project shall be posted on 14 July 2023 (Friday) as per Bid Bulletin No. 2 - Changes of Schedule (attached as <u>"Annex 1"</u>)								
3. How much is the cost for the bidding documents? Will you provide a Statement of Account? a. Do you have a preferred bank? b. What are the bank account details?	<p>The Cost of Bidding Documents is Php50,000.00, non-refundable.</p> <table border="1" data-bbox="824 1003 1344 1297"> <tr> <td>Account Name</td> <td>Bases Conversion and Development Authority</td> </tr> <tr> <td>Account No.</td> <td>3902-1005-11</td> </tr> <tr> <td>Bank Details</td> <td>Land Bank of The Philippines (LBP)</td> </tr> <tr> <td>Bank Branch</td> <td>The Luxe Residences 28th Street Cor 4th Avenue, Bonifacio Global City, Taguig City</td> </tr> </table> <p>Swift Code: TLBPPHMM</p>	Account Name	Bases Conversion and Development Authority	Account No.	3902-1005-11	Bank Details	Land Bank of The Philippines (LBP)	Bank Branch	The Luxe Residences 28th Street Cor 4th Avenue, Bonifacio Global City, Taguig City
Account Name	Bases Conversion and Development Authority								
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Bank Details	Land Bank of The Philippines (LBP)								
Bank Branch	The Luxe Residences 28th Street Cor 4th Avenue, Bonifacio Global City, Taguig City								
4. What is the total lot area of the managed property in New Clark City?	Approximately 27 hectares.								
5. The invitation to bid states that the largest of the similar contracts must be equivalent to at least 25% of the ABC, while in Section 2 part 5.3 states that the largest of these similar contracts must be equivalent to at least half of the percentage of the ABC. What percentage do we follow 25% or 50% of the ABC?	<p>Compliance to Single Largest Completed Contract (SLCC) may be either of the following:</p> <ol style="list-style-type: none"> 1. If only one (1) completed contract, the project cost shall be equivalent to at least fifty percent (50%) of the ABC adjusted to current prices using the PSA's CPI; or 2. If two (2) similar completed contracts, the aggregate amount of the 2 project costs shall be equivalent to at least fifty percent (50%) of the ABC adjusted to current prices using the PSA's CPI, and the <u>largest</u> of these similar contracts must be equivalent to at least Twenty-Five Percent (25%) of the ABC. 								

<p>6. Is Bid Security the same as the bid securing declaration? Do you have a preferred insurance company?</p>	<p>The Bid Securing Declaration (BSD) is a form of Bid Security. BCDA has no preferred insurance company but the bidder must ensure that the insurance company who issued the BSD is accredited by the Insurance Commission of the Philippines.</p> <p>Attached as "ANNEX 2" is the Bid Securing Declaration Form.</p>
<p>7. Clarification on Performance Security – is this the same with Bid Security? If not, what's the difference?</p>	<p>Bid Security and Performance Security are not the same. A bid security shall be submitted, together with the bid documents, by the prospective bidders to the procuring entity on or before the deadline for the submission of bids while the performance security shall be submitted by the winning bidder to the procuring entity prior to the signing of the contract.</p> <p>A Bid Security is a guarantee that the successful bidder shall:</p> <ul style="list-style-type: none"> a. Not default on its offer; and b. Enter into contract with the Procuring Entity within ten (10) calendar days, or less as indicated in the ITB, from receipt of the Notice of Award, and furnish the performance security provided for in Section 39 of the Act and its 2016 IRR. <p>Performance Security is a guarantee that the winning bidder will faithfully perform its obligations under the contract in accordance with the Bidding Documents. The Performance Security must be posted by the winning bidder prior to the signing of the contract in favor of the Procuring Entity, and will be forfeited in favor of the Procuring Entity in the event it is established that the winning bidder is in default in any of its obligations under the contract.</p>
<p>8. Clarification on Section VI. Schedule of Requirements – does it have to be submitted with the bid documents?</p>	<p>The Schedule of Requirements is part of the checklist that is required to be submitted, together with the bid documents, on or before the deadline of submission of bid.</p> <p>Please see attached as "ANNEX 3".</p>

<p>9. Clarification on Section VII. Technical Specifications/Terms of Reference</p> <p>a. Will this be included in the submission of bid documents?</p> <p>b. What about the signature page?</p>	<p>a. Yes, as stated in Section VIII. Checklist of Technical and Financial Documents I. Technical Component Envelope (e) <i>Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable</i></p> <p>b. <i>All pages must bear the signature of the authorized representative</i></p>
<p>10. Clarification on the Manpower requirements</p> <p>a. Do we need to deploy the 105 employees 30-days upon issuance of the NTP?"</p> <p>b. Should be organic employees? If yes, do we need to submit the CVs during bid submission?</p> <p>c. In Annex B: Minimum requirements/qualifications for Key personnel and housekeeping personnel total manpower is 166 not 105. Please clarify.</p> <p>d. As per item m of Section 7-scope of services and deliverable, there will be Safety Officer deployment, however this is not included in Annex B.</p> <p>e. Financial Services is part of the Scope of Work, However, there is no Financial staff required in Annex B.</p>	<p>a. The 105 Key Personnel shall be deployed 30 days upon the issuance of the NTP</p> <p>b. All key Personnel shall be in-house personnel. The List and CVs of the nominated key personnel shall be submitted during bid opening.</p> <p>c. The minimum required number of key personnel is 105. Please refer to Minimum requirements/qualification for Key Personnel and Housekeeping Personnel</p> <p>d. For the Safety Officer, it is mandatory to secure the Occupational Safety and Health Certificate, which is a requirement under Part II of the Cost Component of the Bid</p> <p>e. The Financial staff shall be the Service Provider's organic staff.</p>
<p>11. Do you have accredited subcontractors?</p>	<p>None</p>
<p>12. Clarification on Annex D: Cleaning supplies and equipment. Rubberized raincoats, overall and Rain boots required quantity is 120 pieces each while in Annex F Part 2-B monthly supplies only indicate 50 pieces each. Which number do we follow?</p>	<p>For purposes of reiteration, below is the total number of quantities for the following items:</p> <ul style="list-style-type: none"> ● Rubberized RainCoat - 120 pieces ● Rain Boots - 120 pieces <p>In addition, please refer to attached Annex D and Annex E, where the quantities of Rubberized raincoats and rainboots required are consistently specified.</p>
<p>13. Clarification on Annex F: Summary of operation and maintenance fee:</p>	<p>The contract requires 5-day work-week for the Key Personnel and 6-day work-week for the Housekeeping</p>

<p>a. Part I.A Direct Labor cost – Do you only require a 5-day work week?</p> <p>b. Direct labor cost includes basic pay, service incentive leave and 13th month pay, can we add here the night differential, and reliever cost? Can the following cost be included in Part 1.a?</p> <p>i. What about Management Fees</p> <p>ii. Admin Fee</p> <p>iii. HMO</p> <p>iv. Insurance</p> <p>c. Difference of bid price and bid amount?</p> <p>d. Part 1 – total cost for clarification</p>	<p>Personnel. However, during weekend events, the Service provider is required to provide the necessary manpower that will be charged for overtime pay.</p> <p>a. The ABC is inclusive of management and administrative costs. The Service Provider may include costs for HMO and Insurance at no additional cost to BCDA.</p> <p>b. Bid price and bid amount are the same. For the purposes of reiteration, Annex F must be filled up with figures and words.</p> <p>c. Part 1 of the Cost Component of the bid is attached as Annex F.</p>
<p>14. Part 2 – Supplies and maintenance, Boom truck and 6K liter water truck were not indicated in the price schedule in Section 7.</p>	<p>The Boom Truck and Water Truck were not included in the Price Schedule since the ownership of the said vehicles shall remain with the Service Provider at the end of the contract. The Service Provider is required to provide the needed repair and maintenance, including consumables such as fuel and lubricants, to ensure good running condition for the duration of the contract.</p>
<p>15. Section VIII. Checklist of Technical and Financial documents – Technical documents. Do you have a template?</p> <p>For Financial component envelope: Are the Financial Bid Forms and Section 9: Bid form the same?</p>	<p>As part of the Price Schedule, the Annex F of the Terms of Reference must be included in the Financial Bid Proposal.</p>
<p>16. Bid Security Declaration form, what is the Project identification number?</p>	<p>The Project Identification Number (ID No.) is BG2023-231</p>
<p>17. Price schedule for Goods offered from within the PH, Is this the technical document?</p>	<p>Price schedule for Goods offered from within the PH is under Financial Component</p>
<p>18. Request for equipment list in order for us to provide cost for Part II Maintenance</p>	<p>The inventory of the equipment is attached as Annex H.</p> <p>Link: https://drive.google.com/file/d/1KQh5bEIoZTJQyaFhvr-2ixX_83gPta6E/view</p>
<p>19. July 18 deadline of submission, can we request for an extension?</p>	<p>Yes. Please refer to the issued Bid Bulletin No. 2 (Changes of Schedule). Attached as “Annex 1”</p>
<p>20. During market sounding, you mentioned that we need to provide a satisfactory certification for SLCC</p>	<p>Yes.</p> <p>As stated in the Terms of Reference (TOR) of this project, <i>“O&M Service Provider must have at least satisfactory rating performance on the submitted Single Largest</i></p>

	<i>Completed Contract/s from the last five (5) years of their operation and maintenance services”.</i>
21. The PhP157M cost of the engagement, what will happen at the end of our contract if we managed and operated the site efficiently, meaning we saved cost. Will that go to the O&M vendor?	No.
22. Will the Ride on compactor be turned over to BCDA after the contract?	Yes, the Ride on Compactor shall be turned over to BCDA, in good working condition without any additional cost after the contract.
23. Do you have a staff house for the employees?	The Service Provider shall provide accommodation for all their Personnel
24. Who will shoulder the cost of repairs for the defective equipment?	The Service Provider shall cover all the repairs and maintenance expenses of the equipment owned by BCDA
25. Who will shoulder the cost of repairs for the defective equipment found during preventive maintenance?	The Service Provider shall cover all the repairs and maintenance expenses of the equipment owned by BCDA
26. Who will be incharge of the Business permit renewals?	The Service Provider shall secure all the necessary permits, including their renewal.
27. For LGU PTO Requirements, only the elevator has a permit. What about the Genset and other mechanical permits?	All mechanical equipment including all kinds of elevator and generator sets must have Permit to Operate during the contract duration.
28. Who will be in-charge of the submission of Statement Management Responsibility (SMR) and Compliance Monitoring Report (CMR)?	Winning Bidder
29. Do you have a Discharge permit from DENR?	Yes, with on-going application to be provided by the STP Contractor.
30. Who will be responsible for the Department of Labor and Employment (DOLE) Occupational Safety and Health (OSH) Committee and other requirements?	Service Provider
31. Clarification on Annex F Part IIA (Maintenance) a. CCTV and Access Control - specs and quantity b. Grass Maintenance - size in sqm c. Fdas -specs and quantity d. Pest control - area in sqm, open or w/ structure, how many floors e. Hazardous waste type f. Elevator - how many levels, brand g. Size of Sewage Treatment Plant h. Fans Blowers - quantity, specs i. Electronic systems - specs	Kindly see attached “ ANNEX 4 ” for the inventory of all the equipment. The total area of the Managed Property is approximately 27 hectares.

<p>32. Clarification on Invitation to Bid Item No. 7:</p> <p>With the size, scope of contract and the multi-year duration of the project under bidding, it is humbly requested that the schedule of submission of bids be extended at a later date to afford the bidders more time to review the bidding documents, prepare the tender offers and ensure that all of the required documents for the bid exercise are complete at the time of submission of bids.</p>	<p>We have moved the submission and opening of bids on 21 July 2023 (Friday). Please refer to Bid Bulletin No. 2 (Changes of Schedule) attached as <u>"Annex 1"</u></p>
<p>33. Section III. Bid Data Sheet - ITB Clause 5.3 (a):</p> <p>Suggest to include the management of sports facilities in the contracts similar to the project to be more specific as to the coverage of Managed Property.</p> <p>For this purpose, contracts similar to the project shall be:</p> <p>a. "Property Management of an estate or complex with mixed-use developments, buildings, sports facilities such as Athletics Stadium and Aquatics Center and Parks."</p>	<p>For this purpose, contracts similar to the project shall be:</p> <p>"Property Management of an estate or complex with mixed-use developments, buildings, sports facilities such as Athletics Stadium and Aquatics Center and Parks."</p>
<p>34. Section IV. General Conditions of Contract - Item 2M sub-item 2.1 Advance Payment:</p> <p>Kindly provide particulars as to the process by which the advance payment is recouped if the O&M service provider chooses to avail of this provision.</p>	<p>For this procurement, there is no advance payment.</p> <p>As stated in the Terms of Reference (TOR), <i>"Payment of the Operation and Maintenance Fee shall be paid by BCDA to the O&M Service Provider every month, upon submission and approval of supporting documents acceptable to BCDA, in accordance with generally accepted accounting and auditing rules and regulations"</i>.</p>
<p>35. Section VII. Technical Specifications/ Terms of Reference - Section II. Description of Service:</p> <p>The PGH-Satellite for Sports Medicine and Holistic Wellness was not included in the components of the Managed Property of the NCC Sports Complex though the facility will only be managed until its turnover to PGH medical staff.</p>	<p>The scope of works for the PGH-Satellite only includes the provision of grounds and landscape maintenance including cleaning of facility surroundings, parking lot, driveway, water drainage ways of the University of the Philippines - Philippine General Hospital (UP-PGH) located inside the New Clark City until officially transferred to the UP-PGH. Once transferred, the cost of the aforementioned maintenance shall no longer be subject to billing.</p>

<p>36. Section VII. Technical Specifications/ Terms of Reference - Section V. Scope of Services/Deliverables:</p> <p>In as much as the Telescopic Boom Truck may only be used sparingly throughout the duration of the contract, can it be assumed that its deployment is not on a full-time basis and is not part of equipment to be turned over to the BCDA at end of contract or if the contract is terminated?</p>	<p>The deployment of the 1 - unit of Telescopic Boom Truck with retractable human lift/bucket must be on a full time basis throughout the duration of the contract. This equipment will not be turned over to BCDA after the contract.</p> <p>Please refer to the Terms of Reference under Section V. General Management Item L.</p>
<p>37. Section VII. Technical Specifications/ Terms of Reference - Section V. Scope of Services/Deliverables Item 1 (I):</p> <p>If the deployment of Telescopic Boom Truck is not on a full-time basis, cost will cover rental, fuel, oil and lube, crew of heavy equipment operator, driver and two (2) helpers. This, and the provision of water trucks, is not included in the Schedule of items to be provided with cost. Please elaborate.</p>	<p>The deployment of Telescopic Boom Truck is part of the deliverables of the Service Provider with no additional cost to BCDA.</p> <p>Please refer to the Terms of Reference under Section V. General Management Item L.</p>
<p>38. Section VII. Technical Specifications/ Terms of Reference - Section V. Scope of Services/ Deliverables Item No. 1 General Management, sub-item (I):</p> <p>As to the procurement of an ambulance, would it need BCDA's prior approval before purchase in regard to its make/model? Would there be markings preferred by BCDA?</p>	<p>Yes. The Ambulance Vehicle must be compliant to the Annex D - Schedule of Maintenance Supplies Tools and Equipment Requirements B.6</p>
<p>39. Section VII. Technical Specifications/ Terms of Reference - Section V. Scope of Services/Deliverables Item No. 2 Building Operations, sub-item (I):</p> <p>The provision states that fuel for equipment, generator sets among others, will be provided free of charge to the BCDA. This should only cover fuel for testing and warm-ups as part of routine maintenance checks. Fuels needed to operate or any other equipment during</p>	<p>Yes, the Service Provider shall provide fuel, oil and lubricants during the testing as part of routine maintenance of all the equipment. If the equipment must be used during power outages, the fuel shall be charged to BCDA or the Event Organizers.</p>

<p>power outages if required to be operated should be under BCDA's account.</p>	
<p>40. Section VII. Technical Specifications/ Terms of Reference - Section V. Scope of Services/Deliverables Item No. 3 Administrative Services, sub-item (b):</p> <p>Disposal of solid waste as part of the regular operation and maintenance works is acceptable as volume is predictable. However, solid and food waste generated during sports events which are voluminous depending on the number of athletes, officials and spectators is requested to be under the obligation of BCDA, or suggested to be under the responsibility of the organizers. Solid and food wastes are generally generated at concessionaires areas, stadium, aquatics and athletes village and should cover proper segregation, collection and disposal.</p>	<p>The Service Provider shall implement proper solid waste management collection and disposal during the contract duration, with or without events.</p>
<p>41. Section VII. Technical Specifications/ Terms of Reference - Section V. Scope of Services/ Deliverables Item No. 3 Administrative Services, sub-item (f):</p> <p>Events at Athletes Village, and even at the sports facilities, usually start early and spills over late at night necessitating overtime services. As this may not be considered in the Schedule of Services, would these be considered as additional costs for the account of BCDA?</p>	<p>Services to be rendered by the O&M personnel out of regular working hours must be duly authorized by BCDA . As the case may be, the O&M shall charge BCDA with overtime premium, night differential and holiday pay, whichever is applicable.</p> <p>Please refer to Terms of Reference under Section XV. Working Hours and Other Information.</p>
<p>42. Section VII. Technical Specifications/ Terms of Reference - Section V. Scope of Services/ Deliverables Item No. 3 Administrative Services, sub-item (f):</p> <p>In addition, kindly provide specifics as to scope of assistance that will be extended to food caterers, laundry service providers and kitchen and pantry users as these are third party entities that the O&M service provider may not have the proper authority to deal with.</p>	<p>The Service Provider shall provide assistance which may refer to the ingress and egress during events, setting up of venues, provision of utilities (electrical and water) tapping points/outlet or any assistance that the organizer or BCDA may require during the contract duration.</p>