

**BASES CONVERSION AND  
DEVELOPMENT AUTHORITY**

**PROCUREMENT FOR THE OPERATIONS  
AND MAINTENANCE OF NCC ACCESS  
ROADS (ESTATE MANAGEMENT)**

**Sixth Edition  
July 2020**

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

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

**BAC** – Bids and Awards Committee.

**Bid** – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

**Bidder** – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

**Bidding Documents** – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**Consulting Services** – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

**CDA** - Cooperative Development Authority.

**Contract** – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as

recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

**CIF** – Cost Insurance and Freight.

**CIP** – Carriage and Insurance Paid.

**CPI** – Consumer Price Index.

**DDP** – Refers to the quoted price of the Goods, which means “delivered duty paid.”

**DTI** – Department of Trade and Industry.

**EXW** – Ex works.

**FCA** – “Free Carrier” shipping point.

**FOB** – “Free on Board” shipping point.

**Foreign-funded Procurement or Foreign-Assisted Project**– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

**Framework Agreement** – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

**GFI** – Government Financial Institution.

**GOCC** – Government-owned and/or -controlled corporation.

**Goods** – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term “related” or “analogous services” shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

**GOP** – Government of the Philippines.

**GPPB** – Government Procurement Policy Board.

**INCOTERMS** – International Commercial Terms.

**Infrastructure Projects** – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PhilGEPS** - Philippine Government Electronic Procurement System.

**Procurement Project** – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

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

**UN** – United Nations.

## **Section I. Invitation to Bid**

### **PROCUREMENT FOR THE OPERATIONS AND MAINTENANCE OF NCC ACCESS ROADS (ESTATE MANAGEMENT)**

1. The BASES CONVERSION AND DEVELOPMENT AUTHORITY (hereinafter referred to as BCDA), through the 2023 BCDA Corporate Funds, intends to apply the sum of **Twenty Five Million Pesos and 00/100 (PhP 25,000,000.00), inclusive of VAT** and all other applicable government taxes, fees, and charges, being the Approved Budget for the Contract (ABC), to payments for the Procurement for the Operations and Maintenance of NCC Access Roads (Estate Management) with Invitation to Bid Number BG2023-109.
2. The BASES CONVERSION AND DEVELOPMENT AUTHORITY now invites bids for the above Procurement Project. Delivery of the Goods is required within thirty (30) calendar days from the receipt of the Notice to Proceed (NTP). Bidders should have completed, within five (5) years 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 (Instructions to Bidders).
3. Bidding shall be conducted through an open competitive bidding procedure 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 **8:00 AM - 5:00 PM** and /or at the BCDA website (<https://bcda.gov.ph/bids>).
5. The interested Bidders can purchase the complete set of Bidding Documents 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 **22 November 2023 to 13 December 2023 from 8:00 AM to 5:00 PM**, except Saturdays, Sundays and Holidays, and until **9:00 AM on 14 December 2023 (Thursday)**, upon payment of a non-refundable fee in the amount of Php25,0000.00, pursuant to the latest Guidelines issued by the GPPB.

The bidder must present its proof of payment of fees made in cash, or through manager's check, or via online fund transfer to the BCDA Account.

The Bidding Documents can also be downloaded from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of BCDA ([www.bcda.gov.ph](http://www.bcda.gov.ph)).

Only bidders who purchased the Bidding Documents will be allowed to submit bids.

6. BCDA shall hold a Pre-Bid Conference on **01 December 2023 (Friday) at 1:00 PM** at the BCDA Corporate Center, 2nd Floor Bonifacio Technology Center, 31st Street Corner 2nd Avenue, 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.
7. Bids must be duly received on or before **9:00 AM on 14 December 2023 (Thursday)** at the BCDA Corporate Center 2nd Floor Bonifacio Technology Center, 31st Street Corner 2nd Avenue, Crescent Park West Bonifacio Global City, Taguig. 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 **14 December 2023 (Thursday) 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 BCDA Clark Corporate Office at 9th floor Onewest Aero Park, Clark Global City, Clark Freeport Zone, Pampanga.

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 further 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:

Mr. Daniel Carlo M. Fabila  
BAC-G Secretariat Head  
(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: 22 November 2023**

**BIDS AND AWARDS COMMITTEE FOR GOODS**

By:



**RICHARD BRIAN M. CEPE**  
Chairperson

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## ***Section II. Instructions to Bidders***

### **1. Scope of Bid**

The Procuring Entity, **BASES CONVERSION AND DEVELOPMENT AUTHORITY** wishes to receive Bids for the Procurement for the Operations and Maintenance of NCC Access Roads (Estate Management) with identification number APP BG2023-109. 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 for the Operations and Maintenance of NCC Access Roads (Estate Management) in the amount of **Twenty Five Million Pesos and 00/100 (PhP 25,000,000.00)**, inclusive of all government taxes and fees.

2.2. The source of funding is the **2023 BCDA Corporate Funds**.

### **3. Bidding Requirements**

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

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

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

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

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

## 5. Eligible Bidders

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

If applicable:

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

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

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

## 6. Origin of Goods

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

## 7. Subcontracts

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

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **01 December 2023 (Friday)** 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 **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

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

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within Three (5) years from the date of submission and receipt of bids, a contract similar to the Project.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the 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.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## **12. Bid Prices**

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

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

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

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

### **14. Bid Security**

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

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

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

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

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

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

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

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the 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 grouped into several lots, which shall be awarded as separate contracts per lot.

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>	
5.3	<p>For this purpose, contracts similar to the Project shall be the <b>completion of any or combination</b> following scope of works:</p> <ul style="list-style-type: none"> <li>a. <i>Grass Cutting</i></li> <li>b. <i>Road Cleaning</i></li> <li>c. <i>Landscape Grooming</i></li> <li>d. <i>and/or combination of the above</i></li> </ul> <p>Bidders must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC, within five (5) years prior to the date of submission and receipt of bids.</p>
7.1	Subcontracting is allowed up to 20% of the contract price, subject to approval of BCDA.
12	The price of the Goods shall be quoted as delivered duty paid in Philippine Pesos.
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ul style="list-style-type: none"> <li>a. The amount of not less than <i>2% of ABC (PhP 500,000)</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b. The amount of not less than <i>5% of ABC (PhP 1,250,000)</i> if bid security is in Surety Bond.</li> </ul>
15	Each bidder shall submit one (1) original copy of the first component (technical) and one (1) original copy of the second component (financial) of its bid. Documents to be submitted shall be properly tabbed and labeled.
16.1	<p>The address for submission of bids is:</p> <p>Central Receiving and Releasing Area (CRRA) Bases Conversion and Development Authority</p>

	<p>BCDA Clark Corporate Office at 9th floor Onewest Aero Park, Clark Global City, Clark Freeport Zone, Pampanga</p> <p>The deadline for submission of bids is 9:00 AM on or before <b>20 December 2023 (Wednesday)</b>.</p>
17.1	<p>The place of bid opening is BCDA Corporate Center, 2nd Floor, Bonifacio Technology Center, 31st St. corner 2nd Ave., Bonifacio Global City, Taguig City. The date and time of bid opening is <b>20 December 2023 at 10:00 AM</b>.</p>
19.3	<p>The ABC is <u>Twenty Five Million Pesos and 00/100 (PhP 25,000,000.00)</u>, inclusive of all applicable taxes and fees.</p> <p>The ABC shall be the upper limit or ceiling for the bid prices. Bid prices that exceed the ABC shall be disqualified outright.</p>
20.2	<p><i>No further instructions</i></p>
21.2	<ol style="list-style-type: none"> <li>1. <i>Blacklisted service providers shall not be allowed to participate in the bidding.</i></li> <li>2. <i>The bidder must have completed, within the period specified in the Invitation to Bid, a Single Contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC. (For this purpose, "similar contracts shall refer to contracts involving the rental of equipment and clearing of a project area. The bidder's SLCC, similar to the contract to be bid, should have been completed within (5) years prior to the deadline for the submission and receipt of bids.</i></li> <li>3. <i>The cost proposal shall be inclusive of all applicable taxes, fees, and other charges relative to the bid</i></li> <li>4. <i>The bid price shall be written in words and figures in the prescribed form. In case of discrepancy between the words and figures, <b>the written words shall prevail.</b></i></li> </ol> <p><i>Section 32.2.3 of the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 states that:</i></p> <p><i>"In case of discrepancies between: (a) bid prices in figures and in words, the latter shall prevail; (b) total price per item and unit price for the item as extended or multiplied by the quantity of that item, the latter shall prevail; (c) stated total price and the actual sum of prices of component items, the latter shall prevail; (d) unit cost in the detailed estimate and unit cost in the bill of quantities, the latter shall prevail."</i></p> <ol style="list-style-type: none"> <li>5. <i>The bidding shall be conducted on the date, time, and location as published in the Invitation to Bid. The bid date will be scheduled for one (1) day and the sequence of bidding will be as follows:</i></li> </ol> <p style="margin-left: 40px;"><i>- Opening of Eligibility and Technical Documents</i></p>

	<p style="text-align: center;"><i>- Opening of Financial Bid</i></p> <ol style="list-style-type: none"><li>6. <i>The Contractor for the Operation and Maintenance of NCC Access Roads (Estate Management) shall be awarded to the bidder who is declared as the "Lowest Calculated and Responsive Bid/Single Calculated and Responsive Bid".</i></li><li>7. <i>In case of a tie, after the post qualification, the provisions of the GPPB Circular 05-2005 (Tie Breaking Method) shall apply.</i></li><li>8. <i>In accordance with the GPPB Non-Policy Memorandum dated 03 April 2014 (Section 32.2.1(a) of the Revised Implementing Rules and Regulation of RA 9184), zero (0) bid in any item is considered non-compliant.</i></li></ol> <p><i>A bid price higher than the specified ABC shall automatically be disqualified.</i></p>
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# ***Section IV. General Conditions of Contract***

## **1. Scope of Contract**

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

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

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

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

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

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

## **3. Performance Security**

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

## **4. Inspection and Tests**

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

writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

## **5. Warranty**

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

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

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

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

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

## ***Section V. Special Conditions of Contract***

<b>GCC Clause</b>									
1	<p><b>1. DURATION OF AGREEMENT</b></p> <p>The agreement is valid for a period of one (1) year starting at the date stated in the Notice to Proceed or until it reaches the quantities as shown in the table below whichever comes earlier:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="width: 60%; text-align: center;">Item</th> <th style="text-align: center;">Quantity</th> </tr> </thead> <tbody> <tr> <td>Grass Cutting</td> <td style="text-align: center;">6,224,164.39 sq.m.</td> </tr> <tr> <td>Road Cleaning</td> <td style="text-align: center;">7,055,486.64 sq.m.</td> </tr> <tr> <td>Landscape Grooming</td> <td style="text-align: center;">3,299,567.02 sq.m.</td> </tr> </tbody> </table> <p><b>2. QUALIFICATION REQUIREMENTS OF THE SERVICE PROVIDER</b></p> <p>The bidder must have at least one (1) year of experience as a reliable maintenance service provider of grass cutting, landscape grooming and Road Cleaning with a completed single contract that is similar to the project within (5) years prior to the deadline of the submission and receipts of bids, amounting to 50% of the ABC (based on section 5.3 (a) of the ITB.</p> <p><b>Schedule of Requirements</b></p> <p>The Services Provider shall provide on its own account all materials, tools, and equipment necessary, appropriate and incidental to the job. Unless otherwise specified by the BCDA, the following supplies, materials, tools and equipment will be utilized:</p> <p>DESCRIPTION QUANTITY</p> <p>Two (2) Foreman will supervise the site works assigned to each group of:</p> <p>Twenty (20) Grasscutters, equivalent mechanical equipment or combination of both manual and mechanized work that can accomplish 50,000 square meters of overgrown grass per day.</p> <p>Twenty (20) Road Sweepers, equivalent mechanical equipment or combination of both manual and mechanized work that can accomplish 20,000 square meters road cleaning per day.</p> <p>Twenty (20) Landscapes Groomers trimming, grooming, watering and all necessary caring of plants and landscapes as needed and as required on the schedules and as from</p>	Item	Quantity	Grass Cutting	6,224,164.39 sq.m.	Road Cleaning	7,055,486.64 sq.m.	Landscape Grooming	3,299,567.02 sq.m.
Item	Quantity								
Grass Cutting	6,224,164.39 sq.m.								
Road Cleaning	7,055,486.64 sq.m.								
Landscape Grooming	3,299,567.02 sq.m.								

time-to-time, request by the BCDA management, with 8 hours working daily and/or 10,000 sqm of landscape per day / trimming of 2 full grown trees per day.

**Schedule of Requirements**

The Services Provider shall provide on its own account all materials, tools, and equipment necessary, appropriate and incidental to the job. Unless otherwise specified, the following supplies, materials, tools and equipment will be utilized:

<b>Descriptions</b>	<b>Quantity</b>
Foreman	2
Grass Cutting Machine or Mechanized Mower	20 units or 2 units
Leaves Blowers	10 units
Water Truck (6000 liters capacity)	1 unit
Collector Truck	1 unit

The service provider shall provide equivalent manpower for each equipment deployed.

The service provider shall provide grass cutting, road cleaning and landscape grooming services within the NCC Road Network listed in the table below:

Road Name	Length
NCC To MacArthur Access Road	6.7 kms
MacArthur to SCTEX Access Road	6 kms
Clark-Bamban-Capas Access Road	1.7 kms
Airport to NCC Access Road	3.7 kms
Road 4B and Road 5	2.2 kms

	<p>Scope of Services:</p> <p>1. Grass Cutting:</p> <p>This shall include the following scope of works:</p> <ul style="list-style-type: none"> <li>a. Trimming of overgrown grass to attain a maximum height of 15 cm as determined by BCDA inspector.</li> <li>b. Disposal of debris generated from the grass cutting activity that encroach the carriageway.</li> </ul> <p>2. Landscape Grooming:</p> <p>This shall include the following scope of works:</p> <ul style="list-style-type: none"> <li>a. Trimming and watering of overgrown vegetation of the landscape area as determined by the BCDA inspector.</li> <li>b. Prevent the shrubs and twigs of the trees from intruding the road lane adjacent to the middle island.</li> <li>c. Dispose all trimmings at designated disposal areas determined by BCDA inspector.</li> </ul> <p>3. Street Cleaning:</p> <p>This shall include the following scope of works:</p> <ul style="list-style-type: none"> <li>a. Sweeping of debris other than generated from grass cutting and landscape maintenance as determined by BCDA inspector. This shall include siltation accumulated along curbs and gutter, road kills and any other object. The service provider may opt to do this scope manually or using specialized equipment.</li> <li>b. Disposal of collected debris to designated disposal areas.</li> </ul>
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2.2	All pay Items will be paid by actual progress done per square meter and in mode of monthly progress billing upon submission of monthly report and issuance of Inspection and Acceptance Report issued by SPMD
3.4	No further instructions
4	No further instructions

5.2	If applicable, the period for correction of defects in the warranty period is one (1) month.
6	All partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

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## ***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.

<b>Item Number</b>	<b>Description</b>	<b>Quantity</b>	<b>Delivered, Weeks/Months</b>
1	Grass Cutting	6,224,164.39 sq.m.	1 Year
2	Road Cleaning	7,055,486.64 sq.m.	1 Year
3	Landscape Grooming	3,299,567.02 sq.m.	1 Year

**Bidder's Authorized Representative:**

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

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

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

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

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

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

### **PROCUREMENT FOR THE OPERATIONS AND MAINTENANCE NCC ACCESS ROADS (ESTATE MANAGEMENT)**

The services required from the services provider shall be the following scope of works to be completed intermittently for a period of 1 year or until it reaches the quantities as shown in the table below whichever comes earlier:

Description and Quantity	Compliance
<b>Operations and Maintenance of NCC Access Roads (Estate Management)</b>	<b>Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder’s statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the</b>

		<b>Bidder or supplier liable for prosecution subject to the applicable laws and issuances.</b>	
		<b>Comply</b>	<b>Non-Comply</b>
1. Eligibility Requirement	The bidder must have at least one (1) year of experience as a reliable maintenance service provider of grass cutting, landscape grooming and Road Cleaning with a completed single contract that is similar to the project within (5) years prior to the deadline of the submission and receipts of bids, amounting to 50% of the ABC (based on section 5.3 (a) of the ITB.		
Grass Cutting	6,224,164.39 SQM		
2. Foreman	2		
3. Grass Cutting Machine or Mechanized Mower	20 units with equivalent Manpower Deployment or 2 units with equivalent Manpower Deployment		
Road Cleaning	7,055,486.64 SQM		
4. Leaves Blower	10 units with equivalent Manpower Deployment		
Landscaped Grooming	3,299,567.02 SQM		
5. Water Truck (6000 li. capacity)	1 unit with equivalent Manpower Deployment		

6. Collector Truck	1 unit with equivalent Manpower Deployment		
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**Bidder's Authorized Representative:**

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

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

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

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

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

The Maintenance Services of the NCC Access Roads shall start on the date stated in the Notice to proceed.

**Description of Works:**

1. Grass Cutting:

This shall include the following scope of works:

- a. Trimming of overgrown grass to attain a maximum height of 15 cm as determined by BCDA inspector.
- b. Disposal of debris generated from the grass cutting activity that encroach the carriageway.

2. Landscape Grooming:

This shall include the following scope of works:

- a. Trimming and watering of overgrown vegetation of the landscape area as determined by BCDA inspector.
- b. Prevent the shrubs and twigs of the trees from intruding the road lane adjacent to the middle island.
- c. Dispose all trimmings at designated disposal areas determined by BCDA inspector.

3. Street Cleaning:

This shall include the following scope of works:

- a. Sweeping of debris other than generated from grass cutting and landscape maintenance as determined by BCDA inspector. This shall include siltation accumulated along curbs and gutter, road kills and any other object. The service provider may opt to do this scope manually or using specialized equipment.
- b. Disposal of collected debris to designated disposal areas.

**B. Resources Deployment**

The Services Provider shall provide on its own account all materials, tools, and equipment necessary, appropriate and incidental to the job. Unless otherwise specified, the following supplies, materials, tools and equipment will be utilized:

Descriptions	Quantity
Foreman	2
Grass Cutting Machine or Mechanized Mower	20 units or 2 units
Leaves Blowers	10 units
Water Truck (6000 liters capacity)	1 unit
Collector Truck	1 unit

The service provider shall provide equivalent manpower for each equipment deployed.

# ***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***

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## Bid Form

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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: \_\_\_\_\_

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

**For Goods Offered from Within the Philippines**

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

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

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

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

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

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

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

*[shall be submitted with the Bid]*

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REPUBLIC OF THE PHILIPPINES )

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

### **AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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

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

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

9. *[Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.*

**10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

*IN WITNESS WHEREOF, I have hereunto set my hand this \_\_ day of \_\_ 20\_\_ at \_\_\_\_\_, Philippines.*

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

*Affiant*

**[[urat]**

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

## Bid Securing Declaration Form

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

REPUBLIC OF THE PHILIPPINES)

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

### BID SECURING DECLARATION

**Project Identification No.(reference no.): *[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

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**FINANCIAL DOCUMENTS FOR ELIGIBILITY CHECK**

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

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

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

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

$K = 15$

Submitted by:

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

\_\_\_\_\_  
 Signature of Authorized Representative

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

**NOTE:**

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

## ***Section X.***

### **Procurement for the Operations and Maintenance of NCC Access Roads (Estate Management)**

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

<b>No.</b>	<b>ACTIVITIES</b>	<b>DATE/SCHEDULE</b>
1	Pre-Procurement Conference	15 November 2023 (Wednesday)
2	Posting / Publication (BCDA Website, PhilGEPS, BCDA Premises & Newspaper)	22 November 2023 (Wednesday)
3	Issuance of Bidding Documents	22 November 2023 (Wednesday) to 14 December 2023 (Thursday)
4	<b>Pre-Bid Conference</b>	1:00 PM on 01 December 2023 (Friday)
5	Deadline for Request for Clarification, if any	04 December 2023 (Monday)
6	Issuance of Bid Bulletin, if any	07 December 2023 (Thursday)
7	<b>Deadline for Submission of the ff: Eligibility Requirements and Financial Proposal</b>	9:00 AM on 14 December 2023 (Thursday)
8	<b>Opening of the ff: Eligibility Requirements and the Financial Proposal</b>	10:00 AM on 14 December 2023 (Thursday)
9	Bid Evaluation (TWG 's detailed evaluation of the submitted bids)	14 to 18 December 2023
10	Presentation of detailed bid evaluation	19 December 2023 (Tuesday)
11	Sending of letter to the Bidder with LCB advising them on the conduct of post-Qualification	19 December 2023 (Tuesday)

12	Post Qualification on the Bidder with LCB or succeeding LCB (if any)	20 December 2023 (Wednesday) to 26 December 2023 (Tuesday)
13	Deliberation by BAC of the Results of Post qualification	27 December 2023 (Wednesday)
14	Issuance of BAC's Recommendation (based on the Results of Post-Qual)	27 December 2023 (Wednesday)
15	Approval of BAC Resolution and Issuance of Notice of Award*	29 December 2023 (Friday)
16	Contract Signing	05 January 2024 (Friday)
17	Issuance of Notice to Proceed	10 January 2024 (Wednesday)

***\*Subject to change***

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