

BASES CONVERSION AND DEVELOPMENT AUTHORITY

**Operation and Maintenance of the NCC Sports
Facilities**

**Supply, Delivery and Installation of Additional
Sports Equipment and Facility Accessories,
Retractable Seating System and Fabricated Items
for the Aquatics Center in the National Government
Administrative Center for the Hosting of the Asian
Age Group Championships**

Sixth Edition

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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.

– 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

OPERATION AND MAINTENANCE OF THE NCC SPORTS FACILITIES

Supply, Delivery and Installation of Additional Sports Equipment and Facility Accessories, Retractable Seating System and Fabricated Items for the Aquatics Center in the National Government Administrative Center for the Hosting of the Asian Age Group Championships

- The BASES CONVERSION AND DEVELOPMENT AUTHORITY (hereinafter referred to as BCDA), through the 2023 General Appropriations Act (GAA), intends to apply the sum of **PESOS: Seventeen Million Six Hundred Ninety Two Thousand Only (Php17,692,000.00)**, inclusive of VAT and all other applicable government taxes, fees, and charges, being the Approved Budget for the Contract (ABC), to payments for the **Operation and Maintenance of the NCC Sports Facilities: Supply, Delivery and Installation of Additional Sports Equipment and Facility Accessories, Retractable Seating System and Fabricated Items for the Aquatics Center in the National Government Administrative Center for the Hosting of the Asian Age Group Championships.**

Lot	Type	ABC
1	Sports Equipment and Facility Accessories <ul style="list-style-type: none"> - Platform Surface - Slim Mattress (25 pcs) - Twisting Belt Medium - Twisting Belt Large - Pool Deck/Shower Outdoor Anti-slip Surface (Blue) - Pool Deck/Coil Spaghetti Mat Anti-slip Surface (Blue) 	<p style="text-align: right;">Php 400,000.00</p> <p style="text-align: right;">Php 750,000.00</p> <p style="text-align: right;">Php 15,000.00</p> <p style="text-align: right;">Php 15,000.00</p> <p style="text-align: right;">Php 700,000.00</p> <p style="text-align: right;">Php 60,000.00</p> <p style="text-align: right;">Php 1,940,000.00</p>
2	Retractable Seating System	Php 10,000,000.00
3	Fabricated Items <ul style="list-style-type: none"> - Referees Walkway - Officials Platform - Starting Platform with Backdrop - Judges Platform - Media Tribune (north) - Media Tribune (south) 	<p style="text-align: right;">Php 887,100.00</p> <p style="text-align: right;">Php 714,600.00</p> <p style="text-align: right;">Php 2,494,300.00</p> <p style="text-align: right;">Php 1,429,200.00</p> <p style="text-align: right;">Php 151,200.00</p> <p style="text-align: right;">Php 75,600.00</p> <p style="text-align: right;">Php 5,752,000.00</p>
TOTAL		Php 17,692,000.00

**inclusive of VAT and all other applicable government taxes, fees, and charges*

Bidders shall have the option to submit a bid offer on any or all lots. Evaluation and contract award will be undertaken on a per lot basis. Bids received in excess of the ABC for the lot shall be automatically rejected at bid opening.

2. BCDA now invites bids for the Procurement of the Operation and Maintenance of the NCC Sports Facilities: Supply, Delivery, and Installation of Additional Sports Equipment and Facility Accessories, Retractable Seating System and Fabricated Items for the Aquatics Center in the National Government Administrative Center for the Hosting of the Asian Age Group Championships.
3. The delivery period for all lots shall be two (2) weeks before the Aquatics competition/event scheduled on 26 February to 09 March 2024. Bidders should have completed, within five (5) years prior to 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.
4. 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"

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.

5. 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>).
6. The interested Bidders can purchase the complete set of Bidding Documents from the BCDA Corporate Center, 2nd Floor Bonifacio Technology Center, 31st St. cor. 2nd Avenue, Bonifacio Global City, Taguig City, starting **22 November 2023 to 17 December 2023 from 8:00 AM to 5:00 PM. except Saturdays, Sundays and Holidays and until 09:00 AM on 18 December 2023 (Monday)**, upon payment of a non-refundable fee, pursuant to the latest Guidelines issued by the GPPB, as follows:

Lot	Description	ABC	Cost of Bidding Documents
1	Sports Equipment and Facility Accessories	Php 1,940,000.00	₱5,000.00
2	Retractable Seating System	Php 10,000,000.00	₱10,000.00
3	Fabricated Items	Php 5,752,000.00	₱10,000.00
All lots		<u>Php 17,692,000.00</u>	₱25,000.00

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).

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

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

7. The BCDA shall hold a Pre-Bid Conference on **04 December 2023 (Monday) 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 City**, 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.
8. Bids must be duly received on or before **9:00 AM, 18 December 2023 (Monday)** at the **BCDA Corporate Center, 2nd Floor Bonifacio Technology Center, 31st St. cor. 2nd Avenue, Bonifacio Global City, Taguig City**.
9. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
10. Bid opening shall be on **18 December 2023 (Monday) at 10:00 AM** on the same address given above. Bids will be opened in the presence of the bidders' representatives who choose to attend. Late bids shall not be accepted.
11. 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.
12. BCDA reserves the right to waive minor defects in forms and requirements as long as they do not affect the genuineness and authenticity of the documents submitted
 13. BCDA further reserves the right to accept or reject any bid, to annul or cancel the bidding process, to declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.

For more information, please refer to:
BAC-G Secretariat
8575-1781, bacgsecretariat@bcda.gov.ph

BIDS AND AWARDS COMMITTEE FOR GOODS

By:



RICHARD BRIAN M. CEPE
Chairperson

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, BCDA wishes to receive Bids for the Operation and Maintenance of the NCC Sports Facilities: Supply, Delivery and Installation of Additional Sports Equipment and Facility Accessories, Retractable Seating System and Fabricated Items for the Aquatics Center in the National Government Administrative Center for the Hosting of the Asian Age Group Championships as described in the Technical Specification herein the bidding documents (hereinafter referred to as the “Goods”) as described in Section VII. Technical Specification.

The Procurement Project (referred to herein as “Project”) is composed of two (2) lots, 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 Operation and Maintenance of the NCC Sports Facilities: Supply, Delivery and Installation of Additional Sports Equipment and Facility Accessories, Retractable Seating System and Fabricated Items for the Aquatics Center in the National Government Administrative Center for the Hosting of the Asian Age Group Championships in the amount of ***PESOS: Seventeen Million Six Hundred Ninety Two Thousand Only (Php 17,692,000.00)***, inclusive of all government taxes and fees

2.2. The source of funding is the **2023 General Appropriations Act.**

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 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.

The Procuring Entity has prescribed that:

Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on **04 December 2023 (Monday) at 1:00 PM** at the **BCDA Corporate Center, 2nd Floor, Bonifacio Technology Center 31st Street corner 2nd Avenue, Bonifacio Global City Taguig City** and/or through videoconferencing/webcasting as indicated in paragraph 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 as indicated in **ITB** Clause 5.3 should have been completed within five (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 Declaration¹ or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and Bid Security shall be valid until one hundred twenty (120) calendar days from 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.

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 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

ITB Clause	
5.3	<p>For Lot 1, the bidder must have completed, within the last five (5) years prior from the date of submission and receipt of bids, a contract similar to the Project, equivalent to at least fifty percent (50%) of the ABC adjusted to current prices using the PSA's CPI.</p> <p><i>For this purpose, contracts similar to the Project shall be:</i></p> <p>Sports Equipment and Facility Accessories in an Aquatics Facility.</p> <p>Should have completed, within five (5) years prior to the date of submission and receipt of bids, a contract similar to the Project</p> <p>For Lot 2, the bidder must have completed, within the last five (5) years prior from the date of submission and receipt of bids, a contract similar to the Project, equivalent to at least fifty percent (50%) of the ABC adjusted to current prices using the PSA's CPI.</p> <p><i>For this purpose, contracts similar to the Project shall be:</i></p> <p>Equipment/overlay items in a sports facility, such as Grandstands/Bleachers, Platforms, Barriers, Fences, Tables, Chairs, or in a major international sporting event attended by foreign delegates hosted by the Government of the Republic of the Philippines.</p> <p>Should have completed, within five (5) years prior to the date of submission and receipt of bids, a contract similar to the Project</p> <p>For Lot 3, the bidder must have completed, within the last five (5) years prior from the date of submission and receipt of bids, a contract similar to the Project, equivalent to at least fifty percent (50%) of the ABC adjusted to current prices using the PSA's CPI.</p> <p><i>For this purpose, contracts similar to the Project shall be:</i></p> <p>Equipment/overlay items in a sports facility, such as Platforms, Barriers, Fences, Walkways, Tables, Chairs, or in a major international sporting event attended by foreign delegates hosted by the Government of the Republic of the Philippines.</p> <p>Should have completed, within five (5) years prior to the date of submission and receipt of bids, a contract similar to the Project.</p>
7.1	<i>Subcontracting is not allowed.</i>

12	The price of the Goods shall be quoted as delivered and installed at the Aquatics Center of the National Administrative Government Center (NGAC) Capas Tarlac.															
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <p>a. The amount of not less than <i>2% of ABC</i>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</p> <p>b. The amount of not less than <i>5% of ABC</i> if bid security is in Surety Bond.</p>															
19.3	<p>The ABC is <u>PESOS: Seventeen Million Six Hundred Ninety Two Thousand Only (Php 17,692,000.00)</u>, inclusive of all applicable taxes and fees. breakdown are as follows:</p> <table border="1" data-bbox="344 891 1398 1839"> <thead> <tr> <th data-bbox="344 891 491 958">Lot</th> <th data-bbox="491 891 1066 958">Type</th> <th data-bbox="1066 891 1398 958">ABC</th> </tr> </thead> <tbody> <tr> <td data-bbox="344 958 491 1417">1</td> <td data-bbox="491 958 1066 1417"> Sports Equipment and Facility Accessories <ul style="list-style-type: none"> - Platform surface - Slim mattress (25 pcs) - Twisting belt medium - Twisting belt large - Pool deck/shower outdoor anti-slip surface (blue) - Pool deck/coil spaghetti mat anti-slip surface (blue) </td> <td data-bbox="1066 958 1398 1417" style="text-align: center;">₱ 1,940,000.00</td> </tr> <tr> <td data-bbox="344 1417 491 1485">2</td> <td data-bbox="491 1417 1066 1485">Retractable Seating System</td> <td data-bbox="1066 1417 1398 1485" style="text-align: center;">₱ 10,000,000.00</td> </tr> <tr> <td data-bbox="344 1485 491 1771">3</td> <td data-bbox="491 1485 1066 1771"> Fabricated Items <ul style="list-style-type: none"> - Referees Walkway - Officials Platform - Starting Platform with Backdrop - Judges Platform - Media Tribune (north) - Media Tribune (south) </td> <td data-bbox="1066 1485 1398 1771" style="text-align: center;">₱ 5,752,000.00</td> </tr> <tr> <td colspan="2" data-bbox="344 1771 1066 1839" style="text-align: right;">TOTAL</td> <td data-bbox="1066 1771 1398 1839" style="text-align: center;"><u>₱ 17,692,000.00</u></td> </tr> </tbody> </table> <p>The ABC per lot shall be the upper limit or ceiling for the bid prices. Bid prices that exceed the ABC per lot shall be disqualified outright. Bidders shall have the option to submit a proposal on any or all lots. Evaluation and contract award will be undertaken on a per lot basis.</p>	Lot	Type	ABC	1	Sports Equipment and Facility Accessories <ul style="list-style-type: none"> - Platform surface - Slim mattress (25 pcs) - Twisting belt medium - Twisting belt large - Pool deck/shower outdoor anti-slip surface (blue) - Pool deck/coil spaghetti mat anti-slip surface (blue) 	₱ 1,940,000.00	2	Retractable Seating System	₱ 10,000,000.00	3	Fabricated Items <ul style="list-style-type: none"> - Referees Walkway - Officials Platform - Starting Platform with Backdrop - Judges Platform - Media Tribune (north) - Media Tribune (south) 	₱ 5,752,000.00	TOTAL		<u>₱ 17,692,000.00</u>
Lot	Type	ABC														
1	Sports Equipment and Facility Accessories <ul style="list-style-type: none"> - Platform surface - Slim mattress (25 pcs) - Twisting belt medium - Twisting belt large - Pool deck/shower outdoor anti-slip surface (blue) - Pool deck/coil spaghetti mat anti-slip surface (blue) 	₱ 1,940,000.00														
2	Retractable Seating System	₱ 10,000,000.00														
3	Fabricated Items <ul style="list-style-type: none"> - Referees Walkway - Officials Platform - Starting Platform with Backdrop - Judges Platform - Media Tribune (north) - Media Tribune (south) 	₱ 5,752,000.00														
TOTAL		<u>₱ 17,692,000.00</u>														

	Bid prices that exceed the ABC shall be disqualified outright.
20.2	<i>No further instructions</i>
21.2	<i>No further instructions</i>

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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.

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Section V. Special Conditions of Contract

GCC Clause	
1	<p><i>Additional requirements for the completion of this Contract.</i></p> <p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>[For Goods supplied from within the Philippines state:]</i> “The delivery terms applicable to this Contract are delivered to New Clark City (NCC) Sports Facilities Capas Tarlac. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause, the Procuring Entity’s Representative at the Project Site is: Suzanne Marie Ramos-Liwanag.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;
	<ol style="list-style-type: none"> c. furnishing of detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

	<p>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</p>
	<p>e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>f. performance of demonstration activities and functional testing and evaluation activities of the supplied equipment prior to the issuance of Notice of Acceptance or the signing of any applicable Testing Report by BCDA</p> <p>The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ol style="list-style-type: none"> 1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and 2. in the event of termination of production of the spare parts: <ol style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested. <p>The spare parts and other components required are listed in Section VI (Schedule of Requirements) and the costs thereof are included in the contract price.</p>
	<p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of [indicate</p>

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

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

	The currency in which payment is made to the Supplier under this Contract shall be in Philippine Peso
4	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 Technical Specifications. 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 test and final acceptance of a specific lot, the items will be paid for by the BCDA.

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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.

Lot	Type	ABC	Delivery, Weeks, Months
1	Sports Equipment and Facility Accessories - Platform surface - Slim mattress (25 pcs) - Twisting belt medium - Twisting belt large - Pool deck/shower outdoor anti-slip surface (blue) - Pool deck/coil spaghetti mat anti-slip surface (blue)	₱ 1,940,000.00	The delivery period for all lots shall be two (2) weeks before the Aquatics competition/event scheduled on 26 February to 09 March 2024.
2	Retractable Seating System	₱ 10,000,000.00	
3	Fabricated Items - Referees Walkway - Officials Platform - Starting Platform with Backdrop - Judges Platform - Media Tribune (North) - Media Tribune (South)	₱ 5,752,000.00	

Bidder's Authorized Representative:

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

Section VII. Technical Specifications

Supply, Delivery and Installation of Additional Sports Equipment and Facility Accessories, Retractable Seating System and Fabricated Items for the Aquatics Center in the National Government Administrative Center for the Hosting of the Asian Age Group Championships

TECHNICAL SPECIFICATIONS		
		Compliance
Items	DESCRIPTION	<p>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</p>

		<p>not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.</p>	
		Comply	Non Comply
LOT 1: SPORTS EQUIPMENT AND FACILITY ACCESSORIES			
1 set	<p>PLATFORM SURFACE MAT (For Diving Pool) <i>Specification:</i> Three (3) Ply Black Rough-TEX, Anti-Slip <i>Carcass Backing:</i> Polyester <i>Dimension:</i> 670 x 320 cm <i>Color:</i> Black</p>		
3 sets	<p>PLATFORM SURFACE MAT (For Diving Pool) <i>Specification:</i> Three (3) Ply Black Rough-TEX, Anti-Slip <i>Carcass Backing:</i> Polyester <i>Dimension:</i> 750 x 250 cm (l x w) <i>Color:</i> Black</p>		

3 sets	PLATFORM SURFACE MAT (For Diving Pool) <i>Specification:</i> Three (3) Ply Black Rough-Tex, Anti-Slip <i>Carcass Backing:</i> Polyester <i>Dimension:</i> 825 x 300 cm (l x w) <i>Color:</i> Black		
2 sets	PLATFORM SURFACE MAT (For Diving Pool) <i>Specification:</i> Three (3) Ply Black Rough-Tex, Anti-Slip <i>Carcass Backing:</i> Polyester <i>Dimension:</i> 375 x 430 cm (l x w) <i>Color:</i> Black		
25 pcs	SLIM MATTRESS <i>Size:</i> P 200cm x L 150cm x 3cm <i>Color:</i> Navy Blue		
1 unit	TWISTING BELT <i>Specification:</i> Medium <i>Size:</i> 12 ½"		
1 unit	TWISTING BELT <i>Specification:</i> Large <i>Size:</i> 14 ½"		
90 rolls	OUTDOOR ANTI-SLIP SURFACE MAT (Pool Perimeter) <i>Material:</i> PVC Soft Rubber <i>Size:</i> 120 x 1500 cm <i>Color:</i> Blue		
4 rolls	COIL ANTI-SLIP SURFACE MAT (Pool Perimeter) <i>Material:</i> Coil Spaghetti Mat w/ Soft Rubber Backing <i>Size:</i> 120 x 1500 cm <i>Color:</i> Blue		
LOT 2: RETRACTABLE SEATING SYSTEM			
9 sets	A. COMPETITION POOL - No. Of Rows: 5 - One set of bleachers shall fit a space of 5.6m (length) x 4.8m (width) - With aisle in the middle per bleacher - Total No. of Seats: at least 300 seats		
7 sets	B. TRAINING POOL - No. Of Rows: 2 - One set of bleachers shall fit a space of 3.2m (length) x 2.25m (width)		

	<ul style="list-style-type: none"> - With aisle in the middle per bleacher - Total No. of Seats: at least 60 seats 		
LOT 3: FABRICATED ITEMS			
1 set	<p>WATER POLO REFEREE'S WALKWAY <i>Dimension:</i> 21m length x 1m width x 0.7m height Laminated plywood (minimum material) anti-skid platform Made of aluminum alloy 6061-T6 Stairs: laminated plywood (minimum material) anti skid platform</p>		
2 sets	<p>WATER POLO OFFICIALS PLATFORM <i>Dimension:</i> 21m length x 1m width x 0.7m height Laminated plywood (minimum material) anti-skid platform Made of aluminum alloy 6061-T6 Stairs: laminated plywood (minimum material) anti skid platform</p>		
1 set	<p>ARTISTIC SWIMMING STARTING PLATFORM WITH BACKDROP <i>Dimension:</i> 21m length x 1m width x 0.7m height Laminated plywood (minimum material) anti-skid platform Made of aluminum alloy 6061-T6 Stairs: laminated plywood (minimum material) anti skid platform Backdrop: 8ft from the floor height of the backdrop</p>		
2 sets	<p>ARTISTIC SWIMMING JUDGES PLATFORM <i>Dimension:</i> 21m length x 1m width x 0.7m height Laminated plywood (minimum material) anti-skid platform Made of aluminum alloy 6061-T6 Stairs: laminated plywood (minimum material) anti skid platform</p>		
1 set	<p>MEDIA TRIBUNE NORTH SIDE <i>Dimension:</i> 8m length x 0.5m width x 1.3m height</p>		
1 set	<p>MEDIA TRIBUNE SOUTH SIDE <i>Dimension:</i> 5.2m length x 0.5m width x 1.3m height</p>		
FOR LOT 1, LOT 2, and LOT 3			

<p>SCOPE OF WORK</p> <p>The scope of work shall be the supply, delivery and installation of various materials, goods, and equipment specified in the Technical Specifications.</p> <p>Upon delivery of goods, BCDA shall conduct inspection and function testing prior to the acceptance and payment.</p>		
<p>DELIVERY PERIOD</p> <p>The delivery period for all lots shall be two (2) weeks before the Aquatics competition/event scheduled on 26 February to 09 March 2024.</p> <p>PLACE OF DELIVERY</p> <p>Aquatics Center, National Administrative Center (NGAC) New Clark City, Brgy. Aranguren, Capas, Tarlac</p>		
<p>TERMS OF PAYMENT</p> <p>Lots 1 & 2: Payment shall be made upon 100% delivery installation, inspection, and acceptance of goods.</p> <p>Lot 3: Payment shall be made upon 100% delivery installation, inspection, acceptance and dismantling of goods after the event.</p>		
<p>WARRANTY</p> <p>In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty security shall be required from the contract awardee for a minimum period of one (1) year after acceptance by the BCDA of the delivered supplies in accordance with Section 62.1 of the 2016 revised IRR of RA No. 9184.</p> <p>The obligation for the warranty shall be covered by the retention money in an amount equivalent to 5% of the total contract price. The said amounts shall only be released after the lapse of the warranty period.</p>		
<p>The bidder must provide for after sales service for the entire duration of the warranty period. The repair duration shall be completed within one (1) month.</p>		

Bidder's Authorized Representative:
 Name: _____
 Legal capacity: _____
 Signature: _____
 Duly authorized to sign the Bid for and behalf of: _____
 Date: _____

Section VIII. Checklist of Technical and Financial Documents

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 () 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
2nd Floor Bonifacio Technology Center
31st St., Cor. 2nd Ave., Bonifacio Global City
Taguig City

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

If our Bid is accepted, we undertake:

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

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

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

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

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

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

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

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

For Goods Offered from Within the Philippines

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

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

Name: _____

Legal Capacity: _____

Signature: _____

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

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Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)

CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

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

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

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

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

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

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

3. [Name of Bidder] is not “blacklisted” or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;**

4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;

6. [Select one, delete the rest:]

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

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

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

7. [Name of Bidder] complies with existing labor laws and standards; and

8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:

a. Carefully examining all of the Bidding Documents;

b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;

c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and

d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

Bid Securing Declaration Form

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

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

BID SECURING DECLARATION

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

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

I/We, the undersigned, declare that:

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

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

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

Affiant

[Jurat]

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

Forms: Goods and Services for Statement of All 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

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
<u>Government Contracts:</u>							
1.							
2.							
<u>Private Contracts:</u>							
1.							
2.							
Total Amount:							

*Continue in a separate sheet if necessary..

Submitted by : _____
Signature over Printed Name of Authorized Representative

Date : _____

Note:

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

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

SF-G&S-19B

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

Business Name : _____
Business Address : _____

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

Submitted by : _____
Signature over Printed Name of Authorized Representative

Date : _____

Note:

This statement shall be supported by ANY of the following:

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

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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.

Operation and Maintenance of the NCC Sports Facilities: Supply, Delivery and Installation of Additional Sports Equipment and Facility Accessories, Retractable Seating System and Fabricated Items for the Aquatics Center in the National Government Administrative Center for the Hosting of the Asian Age Group Championships

SCHEDULE OF BIDDING ACTIVITIES*

No.	ACTIVITIES	DATE/SCHEDULE
1	Pre-Procurement Conference	16 November 2023 (Thursday)
2	Posting / Publication (BCDA Website, PhilGEPS, BCDA Premises & Newspaper)	22 November 2023 (Wednesday)
3	Issuance of Bidding Documents	22 November 2023 (Tuesday) to 18 December 2023 (Monday)
4	Pre-Bid Conference	1:00 PM on 04 December 2023 (Monday)
5	Site Inspection	05 December 2023 (Tuesday)
6	Deadline for Request for Clarification, if any	08 December 2023 (Friday)
7	Issuance of Bid Bulletin, if any	11 December 2023 (Monday)
8	Deadline for Submission of the ff: Eligibility Requirements and Financial Proposal	9:00 AM on 18 December 2023 (Monday)
9	Opening of the ff: Eligibility Requirements and the Financial Proposal	10:00 AM on 18 December 2023 (Monday)
10	Bid Evaluation (TWG 's detailed evaluation of the submitted bids)	18 to 22 December 2023
11	Presentation of detailed bid evaluation	27 December 2023 (Wednesday)

12	Sending of letter to the Bidder with LCB advising them on the conduct of post-Qualification	27 December 2023 (Wednesday)
13	Post Qualification on the Bidder with LCB or succeeding LCB (if any)	28 December 2023 (Thursday) to 05 January 2024 (Friday)
14	Deliberation by BAC of the Results of Post qualification	08 January 2024 (Monday)
15	Issuance of BAC's Recommendation (based on the Results of Post-Qual)	08 January 2024 (Monday)
16	Approval of BAC Resolution and Issuance of Notice of Award*	11 January 2024 (Thursday)
17	Contract Signing	16 January 2024 (Tuesday)
18	Issuance of Notice to Proceed	19 January 2024 (Friday)

****Subject to change***

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