

TERMS OF REFERENCE

OPERATIONS AND MAINTENANCE OF SPORTS FACILITY COMPLEX AT NEW CLARK CITY

I. BACKGROUND

The Bases Conversion and Development Authority (BCDA) is mandated under Republic Act No. 7227, as amended by Republic Act No. 7917, to accelerate the sound and balanced conversion into alternative productive uses of the Clark and Subic military reservations and their extension, to raise funds by the sale of portions of Metro Manila Military Camps; and to apply said funds for the development and conversion into alternative productive uses of these properties.

Since its creation in 1992, the BCDA has remained at the forefront of development efforts in the country. It has proven to be one of the most successful government agencies in attracting investments, creating jobs for the Filipino people and boosting the Philippine economy.

BCDA is implementing the New Clark City (NCC) project, a flagship project of the Government of the Republic of the Philippines. This 9,450-hectare metropolis is set to rise in the northern portion of the 36,000-hectare Clark Freeport and Special Economic Zone (CFSEZ). The planned city landscape will be a new urban core north of Manila that will host businesses, domestic and international trade, schools and hospitals, research and development entities, and national government offices.

One of the planned developments in NCC is the NCC Sports Facility Complex, which is part of the Phase 1A development of the National Government Administrative Center. The sports complex consisting of all the facilities necessary for the scientific sports training and development of the Philippine athletes is also geared to become a world-class facility which shall be the future venue for major international sporting events. Featured within this sports complex are the following:

- a. 20,000-seating capacity Athletics Stadium (IAAF-certified)
- b. 2,000-seating capacity Aquatics Center (FINA-certified)
- c. Athletes' Village
- d. NGAC River Park Corridor; and
- e. PGH-Satellite for Sports Medicine and Holistic Wellness

To support the vision of the NCC as the main hub of Philippine Sports, there is a need to engage the services of a reputable property management firm who will operate and maintain the existing sports facilities.

II. DESCRIPTION OF THE SERVICE

The services required under this Terms of Reference (TOR) shall be for the Interim Operations and Maintenance (O&M) of Sports Facilities. This includes all aspects of the day-to-day administration and management of the “MANAGED PROPERTY” located at New Clark City, Tarlac. The Managed Property shall refer to the following components of the NCC Sports Complex:

- a. Aquatics Center
- b. Athletics Stadium including Warm Up Track, Throwing Area and Open Parking (in front of AV)
- c. Athletes’ Village
- d. River Parks and Site Development including Sewerage Treatment Plant (STP).

The map of the Managed Property is attached as Annex “A”.

III. DURATION OF CONTRACT

The Contract shall be for a period of twenty seven (27) months, **which shall commence within thirty (30) calendar days from the receipt of the Notice to Proceed**, subject to pre termination of contract depending on the performance rating of the O&M Service Provider for provision of above mentioned service, unless otherwise terminated pursuant to causes stated in the contract.

BCDA shall evaluate the work performance of the Service Provider based on the Minimum Performance Specifications and Standards (MPSS). The passing performance rating should be at least Highly Satisfactory for the continuation of the Contract. To achieve a Highly Satisfactory performance rating, the O&M Service Provider should not incur any Liquidated Damages, and an aggregate Penalty of no more than 1% of the Total Contract Price, at the conclusion of twelve (12) months from the date of signing of the Contract.

For this purpose, BCDA will review the performance of the O&M Service Provider after every six (6) months starting from the date of signing of the Contract.

BCDA may require at least one (1) month to decide whether to extend the contract.

BCDA may opt to extend the contract on a periodic month-to-month basis but not to exceed an aggregate period of one year upon terms and condition mutually acceptable to the parties concerned, provided that all the

conditions set forth in the Revised guidelines on the extension of contracts for general support service (Appendix 24 of the 2016 Revised Implementing Rules and Regulation of R.A No. 9184).

IV. OBJECTIVE

To procure the services of a reputable property management firm who will provide the interim operations and maintenance services for the NCC Sports Facility Complex.

V. SCOPE OF SERVICES/DELIVERABLES

The O&M Service Provider shall be responsible for the day-to-day management, administration, operations and maintenance of the Managed Property, which include the following services to be provided:

1. **General Management** - The O&M Service Provider shall have an overall responsibility for the day-to-day management and maintenance services of the MANAGED PROPERTY, including Common Areas, fully supported by on-site full-time personnel. The O&M Service Provider shall also supervise the on-site staff and carefully monitor its contracted agencies for compliance with the MPSS and Contract, to wit:
 - a. Provide integrated account management which features a proactive and personal approach that creates mutually beneficial customer relationships including supervising and evaluating current service delivery levels and methods and submitting enhancement opportunities proposals to improve quality, client, and cost performance;
 - b. Assign a full-time on-site management team, to be responsible for the day-to-day operational management and maintenance services of the MANAGED PROPERTY and its facilities to be headed by a Facility Manager as over-all coordinator and single-point-of-contact for the O&M Service Provider. Personnel deployed as part of the management team shall not be employed or under contract in any of BCDA's existing projects, joint ventures, affiliates, lease contracts or concessionaires;
 - c. Set-up an appropriate operational organizational structure for the management of the MANAGED PROPERTY;
 - d. Recruit, hire, train and supervise qualified and experienced technical and administrative staff to be assigned full-time for the TERM of the Contract including Housekeeping Personnel. The Minimum qualification and numbers of the required technical, administrative and housekeeping personnel are identified in Annex "B" - Minimum Qualification for Key & Housekeeping Personnel. Personnel employed full-time for this engagement shall

not be employed or under contract in any of BCDA's existing projects, joint ventures, affiliates, lease contract or concessionaires;

- e. Deploy manpower as scheduled in Annex "C" Schedule of Manpower Requirements. Periodically review deployment of manpower complement to determine if there is a need to decrease or increase the numbers, with the objective of achieving cost-efficient operation of the MANAGED PROPERTY. In such case, adjustments to the contract amount shall be made accordingly in compliance with applicable laws, rules and regulations brought into force and effect by the Government of the Philippines or local government including but not limited to rules, valid and binding regulations and notifications made there under, judgements, decrees, injunctions, and any orders of the court of record, relevant guidelines, methodologies and other regulations that are binding on the BCDA and which are in all cases applicable to this Contract;
- f. Source, evaluate, recommend, manage and supervise service contractors subject to review and approval of the BCDA considering technical capability and experience;
- g. Facilitate timely renewal and/or submission of all permits and licenses needed to operate the MANAGED PROPERTY;
- h. Undertake energy and water saving measures;
- i. Provide its personnel with compensation and benefits compliant with existing labor laws, including the necessary social security and other benefits mandated by law in addition to the direct compensation as payment of their services.
- j. Ensure and guarantee that the salaries and benefits of its personnel deployed are properly paid on time in accordance with law. The O&M Service Provider shall acknowledge the right of BCDA to conduct payroll audit at any given time during the contract period.
- k. The O&M Service Provider shall conduct a periodic performance evaluation of all listed key and housekeeping personnel deployed every six months and shall submit to BCDA the performance evaluation report within five (5) days after such evaluation. BCDA shall monitor the performance of the personnel and shall provide First Notice to the O&M Service Provider on account of unsatisfactory performance of particular personnel, if any. If the same individuals continue to perform unsatisfactory, BCDA may issue a Second Notice to the O&M Service Provider. If the employee incurs two (2) unsatisfactory performance, the BCDA may

terminate the said personnel.

If any of the O&M personnel, including personnel of subcontracted services, has been performing unsatisfactorily, remiss in the performance of his/her duties, and/or found liable for committing acts detrimental to BCDA, the O&M Service Provider shall cause the replacement of the subject personnel at any time.

1. The O&M Service Provider must provide at least 1 - unit of Telescopic Boom Truck with retractable human lift/bucket and 1 - unit of 6,000 liters water truck during the contract. The service vehicle deployed shall be in good operational condition throughout the duration of the contract. Maintenance including the supply of lubricant and fuel for the purpose of services shall be the responsibility of the O&M Service Provider for the duration of the Contract.

The Ambulance Vehicle required under Annex "D" Schedule of Maintenance Supplies Tools and Equipment Requirements shall be turned-over and transferred to the BCDA, in good condition, upon completion of the contract without any cost.

- m. The O&M Service Provider shall provide at least one (1) on-site Safety Officer assigned in compliance with the environmental work and provide safety management, advice, monitoring, and reporting in the workplace, and engage staff in programs that ensure safe practice in the workplace.
2. **Building Operations.** The O&M Service Provider shall have technical and engineering functions, including service contractors' operations, safety provisions, monitoring of fit-out and implementation of fit-out guidelines:
 - a. Provide property management services associated with the building, facility infrastructure, or improvements within the MANAGED PROPERTY to ensure critical business operations and the facilities are as free as possible from interruptions due to (1) building systems or equipment/component failures, and (2) infrastructure capacities being exceeded by operational business demands (particularly in regards to mechanical, electrical and system communication capacities). Ensure all business environments (including those with full 24/7 back-up capabilities) are free from all controllable interruptions and fully operational;
 - b. Review established contingency plans and emergency procedures to ensure effectiveness and ensure that all operating manuals are consistently updated and consciously followed;
 - c. Manage the activities and ensure efficiency of deployed technical personnel, including but not limited to engineers and technicians

("Technical Group") and implement the BCDA verified and consented "House Rules" and fit-out guidelines, appoint nominated sub-contractors, if applicable, vetting and approval of occupants' drawings, co-orientation and supervision of tenant's works, contractor's access, moving-in schedules, etc., and ensure that all operations conform to the agreed service level standard;

- d. Prescribe and enforce a comprehensive planned preventive and predictive maintenance services (engineering maintenance), remedial repair services and property/equipment inspections ensuring all building equipment, components and systems operate as intended in compliance with industry's best practices within the MANAGED PROPERTY;
- e. Provide supervision and maintenance, repair and project management systems associated with the various facilities / building systems (including electrical services, elevator services, energy conservation, fire/life safety services, general building maintenance services, infrastructure project management, mechanical and plumbing services) to ensure that all systems function as designed to maintain system reliability and conserve energy, and to identify improvement opportunities to increase reliability, extend capabilities and reduce operating costs. The services must be witnessed by BCDA assigned personnel
- f. Provide pest control services to deliver a pest-free environment and employ effective control, measures for ants, roaches, flies, termites, and other potentially destructive or irritating insects' and pests;
- g. Provide repairs and maintenance of the landscape, parks and green/open spaces including the river park, road network, pitches (stadium and warm up track fields), throwing area, STP, Athletes' Village, Aquatics Center, and Athletics Stadium
- h. Provide repairs and maintenance on the road network, sanitary/drainage system including bicycle lanes, pedestrian sidewalk, pathwalk of river park, and parking areas.
- i. The O&M Service Provider shall supply all necessary consumable supplies, tools and equipment not listed in the Annex "D" Schedule of Maintenance Supplies Tools and Equipment Requirements for the operation and maintenance of MANAGED PROPERTY to BCDA, free of charge, such as, but not limited to, fuel, oil, lubricants, fertilizer, river sand, loam soil.

3. **Administrative Services.** The O&M Service Provider shall provide administrative services of the MANAGED PROPERTY, including supervision of service contractors, management of car parking operations, housekeeping and Service Desk operation

- a. Provide full general cleaning services daily for all facilities and installations including, but not necessarily limited to: entrances, hallways, gym rooms, locker and shower rooms, amenity areas, internal and external walls, internal and external glass panels, ceilings, spectators' seating areas, parking lots, river park corridor, among others;
- b. Implement proper solid waste management collection and disposal;
- c. Janitorial services will include structure roster cleaning services as well as ad-hoc services and shall include all required equipment, supplies and consumables including bathroom supplies;
- d. Coordinate with the utility service providers for the monitoring and maintenance of utilities within the MANAGED PROPERTY;
- e. Provide grounds and landscape maintenance services including cleaning of facility surroundings, parking lot, driveway, water drainage ways and repairs;
- f. Provide assistance during and after events at the Athletes' Village including management of food service caterers, laundry service providers and pantry and kitchen users;
- g. Provide parking / traffic management plans for the entire NCC Sports Complex;
- h. Provide parking administration, interior plants and decorations, signage services, environment health and safety services and related services;
- i. Operate the Service Desk at the Athletes' Village to manage guest relations, room assignments and guest services;
- j. Provide additional and supplemental janitorial services during special events at the NCC Sports Hub, which shall be subject to a special agreement with the events organizer to be approved by BCDA;
- k. Use the appropriate tools and equipment to carry out proper and efficient maintenance cleaning of the MANAGED PROPERTY's facade, including but not limited to the glass curtain wall and aluminum composite panel/cladding; and,
- l. Provide grounds and landscape maintenance services including cleaning of facility surroundings, parking lot, driveway, water

drainage ways of the University of the Philippines - Philippine General Hospital (UP-PGH) located inside the New Clark City until officially transferred to the UP-PGH. Once transferred, the cost of the aforementioned maintenance shall no longer be subject to billing.

4. **Financial Services.** The O&M Service Provider shall cover all finance and accounting related functions, including reportorial obligations.
 - a. Establish, implement, and validate financial management systems and procedures; and
 - b. Provide BCDA with monthly reports for the costs incurred in the operations and management of the Property.
5. **Emergency Support Services.** The O&M Service Provider shall provide support services in Emergency cases and will be actively involved in emergency situations and will closely coordinate with BCDA.
 - a. Set-up an evacuation team who will be responsible for bringing out the occupants to a safe place during an emergency situation.
 - b. Set-up A Fire Brigade Team, composed of two teams to cover 24 hours a day. In the event of fire at the MANAGED PROPERTY, a Fire Brigade Team must ensure extinguishing fires, protecting life and property, rescuing and protecting people:
 - c. Create and implement a Disaster Risk Reduction and Management Plan related to the operation and maintenance of the MANAGED PROPERTY including Contingency Plan for Earthquake for the safety and security of all the facilities in accordance with Philippine Disaster Reduction and Management Act.
 - d. Ensure that safety and security procedures are strictly implemented within the MANAGED PROPERTY; and
 - e. Conduct regular inspection of the MANAGED PROPERTY at least once a month.

The abovementioned services shall be conducted by the O&M Service Provider in accordance with the instructions and directions made or to be made by the BCDA at any time before completion of the contract. The O&M Service Provider shall conduct consultation and coordination with BCDA in relation to the undertaking of its responsibilities.

6. **EXCLUSIONS.** This Contract excludes the operations and maintenance of highly specialized equipment and facilities particularly Biomedical and Non- Biomedical Equipment stated in Annex "G" - Contract Exclusions located at PGH Polyclinic, inside the Sports Facilities which require licensed or technical staff, which shall be for the account of BCDA.

Technical officiating during sporting events are also excluded, and shall be the responsibility of BCDA, or the lessees, events organizers and/or actual users of the respective Sports Facilities.

The services also do not cover major repairs of the facilities beyond the required maintenance services as required in this TOR.

7. **SUBCONTRACTING.** Subcontracting is allowed. The maximum percentage allowed to be subcontracted shall not exceed twenty percent (20%) of the total Contract price.

VI. SUBMISSION OF PROPERTY MANAGEMENT REPORTS AND OPERATION AND MAINTENANCE DELIVERABLES

The O&M Service Provider shall provide the following reports to BCDA and such other reports as will be necessary to keep BCDA fully informed concerning the operations and administration of the MANAGED PROPERTY:

- Monthly Report, submitted on the 15th day of the succeeding month, which shall be comprised of the following:
 - Accomplishment Report, which includes all activities, repairs and preventive maintenance actions conducted for each sports facility;
 - Monthly Maintenance Report of all the equipment and facilities within the Sports Complex
 - Details of expenditures incurred for the operations and maintenance of the MANAGED PROPERTY; and
 - Other reports that may be required by BCDA from time to time.
- Quarterly Report, submitted on the 10th day of the succeeding month after the last quarter, which shall be comprised of the following:
 - Consolidation of accomplishment reports;
 - Recommendations for works for improvement of the MANAGED PROPERTY; and
 - Other reports that maybe required by BCDA from time to time

VII. APPROVED BUDGET FOR THE SERVICES

The Approved Budget for the Contract (ABC) shall be Pesos: One Hundred Fifty Seven Million Eight Hundred Seventy Four Thousand Nine Hundred Eighty Four and 25/100 (Php 157,874,984.25) inclusive of all applicable taxes and fees for the period of 27 months or **commencing within thirty (30) calendar days from the receipt of the Notice to Proceed.**

BCDA shall pay the O&M Service Provider an Operations and Maintenance Fee (O&M Fee), inclusive of Value-Added Tax (VAT) and all applicable taxes and fees. The O&M Service Provider shall also be responsible for the

withholding, reporting and payment and/or remittance of all taxes of all hired and/or contracted personnel, professionals, etc. or engaged service contractors/consultants in the provision of the operations and maintenance services, pursuant to applicable laws, rules and regulations. It shall also be responsible for withholding, reporting and remittance of applicable social benefits due to said personnel under applicable laws, rules and regulations including but not limited to, the Social Security System, Pag-IBIG, PhilHealth, and other applicable government agencies, i.e. the Department of Labor and Employment. BCDA shall be indemnified by the O&M Service Provider for any liability and/or damages that it may incur or suffer on account of failure by the O&M Service Provider to comply with its obligations under this provision.

All items indicated in Annex "F" - Cost Estimates are required by BCDA and should be filled out completely for proper evaluation of the price quotation. Thus, no line item herein shall be deleted and deletion of line items shall be grounds for disqualification.

The daily minimum wage rate as determined by the Regional Tripartite Wages Board and Productivity Board having jurisdiction over the area of operation shall be the benchmark for wages, where applicable.

VIII. MANNER OF PAYMENT

Payment of the Operation and Maintenance Fee shall be paid by BCDA to the O&M Service Provider every month, upon submission and approval of supporting documents acceptable to BCDA, in accordance with generally accepted accounting and auditing rules and regulations.

The O&M Service Provider shall submit a Billing Statement broken down into the following cost components:

- a. Direct Labor Cost includes Basic Pay for 8 hours work per day, 5 day incentive leave pay, 13th month pay
- b. Remittances/Contributions/Employer Share to government Institutions (Social Security System, Philhealth, Pag-Ibig and Employees Compensation Commission)
- c. Maintenance Services/Contracts
- d. Maintenance Supplies, Tools and Equipment, and Permit to Operate of mechanical equipment
- e. Taxes and Administrative Cost for profit: 12% E-VAT as mandated by law; and Administrative Computed at 10% under under Section 7 (b) ii of DOLE Department Order No. 174, s.2017, the service contractor is allowed a standard admin cost of not less than 10% of total contract cost

Supporting documents to the Billing Statements are required to be attached for payment processing such as but not limited to, Certificate of Completion / Acceptance, Monthly Reports on Operations including Preventive Maintenance Service Report, Summary of Personnel's Daily Time Record, Affidavit that all labor, bills, and materials were paid, BIR Tax Clearance,

Income / Business Tax Payment Returns. BCDA reserves the right to withhold payments without complete documentation and approvals. Monthly payment will be based on the monthly actual accepted service.

BCDA has the right to withhold or deduct from the claims of and/or the bond posted by the O&M Service Provider by reason of its non-payment or refusal to pay the salaries, allowances and other dues to service personnel on time at prescribed rates provided herein and in pertinent laws.

IX. MINIMUM QUALIFICATIONS

1. The O&M Service Provider and the Facility Manager must possess the following minimum qualifications:
 - a. O&M Service Provider must be operational for at least **five (5)** years;
 - b. Facility Manager must have at least ten (10) years experience in property management related to property management of an estate or complex with mixed-use developments, buildings, and parks including mechanical, electrical, fire protection system/equipment;
 - c. O&M Service Provider must have at least satisfactory rating performance on the submitted Single Largest Completed Contract/s from the last five (5) years of their operation and maintenance services; and
 - d. Must have completed, within 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; or at least two (2) similar completed contracts with the aggregate amount equivalent to at least fifty percent (50%) of the ABC adjusted to current prices using the PSA's CPI, and the largest of these similar contracts must be equivalent to at least half of the percentage (25%) of the ABC.
 - e. Contract similar to the Project shall be: **Property management of an estate or complex with mixed-use developments, buildings, and parks.**
2. Attached as Annex "B" Minimum Qualification for Key and Housekeeping Personnel the minimum qualifications and experience of key personnel including housekeeping personnel. The Operations and Maintenance Services of the MANAGED PROPERTY shall be started as stated in the Notice to Proceed and in accordance with Annex "C" Schedule of Manpower Requirements.

The list of nominated personnel with corresponding Curriculum Vitae (CVs) shall be submitted during the conduct of Post Qualification activities, as follows:

1. **Facility Manager (1)**
2. **Deputy Facility Manager (1)**
3. **Registered Mechanical Engineer (1)**
4. **Registered Electronics and Communication Engineer (1)**
5. **Registered Electrical Engineer (1)**

3. All items indicated in Annex “D” Schedule of Maintenance Supplies Tools and Equipment Requirements are required by BCDA and shall be supplied and delivered in accordance with the required minimum specifications indicated for the operation and maintenance of the sports complex.

During the implementation of the contract, additional line items may be added or replaced with other items, given the purpose and use of the added items is clearly discussed in the operation and maintenance implementation subject for evaluation, assessment and approval pursuant to Annex D (Contract Implementation Guidelines for the Procurement of Goods, Supplies and Materials) of 2016 Revised Implementing Rules and Regulations (RIRR) of R.A. No. 9184.

During the contract period, all items must be serviceable and in good condition at all times. Any tool or equipment that is defective must be replaced immediately.

4. The O&M Service Provider shall undertake the operation and maintenance of the MANAGED PROPERTY in accordance with the MPSS identified in Annex “E” Minimum Performance Standard and Specifications
5. Submission of the Methodology for the Operation and Maintenance as part of its bids.

X. PROCEDURE FOR THE EVALUATION OF BIDS

The objective of BCDA for this Service Contract is to select the best O&M Service Provider with extensive experience and expertise in property management. The procurement of the O&M Service Provider shall be in accordance with the procedures set in 2016 RIRR of the Republic Act No. 9184.

XI. LIQUIDATED DAMAGES

The O&M Service Provider obligates itself to perform and complete the service stated in Annex D. Schedule of Maintenance Supplies, Tools and Equipment Requirement within the period specified in the Bidding Documents and the Contract beginning from the starting date exclusive of such extensions of time as may be mutually agreed upon in writing. Should the O&M Service Provider fail to complete the services within the stipulated time, liquidated damages, not by way of penalty, shall be paid to BCDA by

the O&M Service Provider in an amount equal to one-tenth of one percent (1/10 of 1%) of the cost of the unperformed portion for everyday of non-compliance. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the Total Contract Price, BCDA may automatically rescind/terminate the Contract, without prejudice to other remedies it may have under the Contract and existing laws.

XII. PENALTIES

Failure to meet predetermined performance targets as stated in Annex “E” Minimum Performance Standard and Specifications will be imposed a penalty for each of the performance measures. The penalty computed shall be deducted by BCDA from the monthly O&M payments billed by the O&M Service Provider, as shown below:

NO	PERFORMANCE MEASURES	TARGET	PENALTY
1	Management Services	As per implementation timelines	5% of fixed monthly payment for the O&M Fee of the Facility concerned per day for undelivered or delayed services
2	Emergency Services/ Traffic Management	As per implementation timelines	5% of fixed monthly payment for the O&M Fee of the Facility concerned per day for undelivered or delayed services
3	Routine Maintenance Requirement	As per implementation timelines	5% of fixed monthly payment for the O&M Fee of the Facility concerned per day for undelivered or delayed services
4	Corrective Maintenance Requirement	As per implementation timelines	5% of fixed monthly payment for the O&M Fee of the Facility concerned per day for undelivered or delayed services
5	Preventive Maintenance Requirement	As per implementation timelines	5% of fixed monthly payment for the O&M Fee of the Facility concerned per day for undelivered or delayed services

6	Not keeping required Manpower	As per Performance Management Agreement	<p>Management/Key Level Staff (FM/DFM): PhP 25,000 per person per day for non-deployment on site or unauthorized absences.</p> <p>All other personnel: PhP 5,000 per person per day for non-deployment on site or unauthorized absences.</p> <p>The O&M Service Provider shall ensure that, in case of absences of its personnel, relievers and/or replacements with the same qualifications and/or competence as required by BCDA are available at all times to ensure continuous and uninterrupted service.</p> <p>Above charges are in addition to deduction of actual wages for the period of absence based on the rate schedule</p>
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XIII. CONFIDENTIALITY CLAUSE

The O&M Service Provider warrants the full confidentiality of all information gathered for the consultancy contract given by BCDA, unless the latter indicates the contrary. The O&M Service Provider shall not disclose any communication disclosed to him for the purpose of this Service. After the completion of the contract, all materials, data, and other related documents provided must be returned to BCDA. The O&M Service Provider shall not be engaged by any person or entity whose business or interests are against the interests of BCDA. This prohibition shall subsist for a period of two (2) years after the expiration of the contract.

XIV. STANDARD OF SERVICES

The O&M Service Provider shall fulfill its obligations under the agreement by using its technical expertise and according to the best-accepted professional and industry standards. The O&M Service Provider shall exercise all reasonable skill, care, diligence, and prudence in the discharge of the duties agreed to be performed and shall always work in the best interest of BCDA. To attain these, the O&M Service Provider shall provide personnel with sufficient qualifications and experience to ensure the full and satisfactory accomplishment of the required services/undertakings. The services shall be conducted by the O&M Service Provider in accordance with the instructions or directions made or to be made by the BCDA at any time before its completion. The O&M Service Provider shall conduct regular consultation

with BCDA in relation to the undertaking of its responsibilities under the Contract Agreement.

The BCDA and O&M Service Provider shall conduct joint inspection of the MANAGED PROPERTY prior to contract agreement signing of the project. All building finishes and fixtures including electrical, mechanical, plumbing and furniture, exterior and interior paints, perimeter walls, gates, doors, etc. should be intact pursuant to the joint inspection between BCDA and the O&M Service Provider.

XV. WORKING HOURS AND OTHER INFORMATION

The Services of a full personnel complement shall be performed except during Official Holidays when a minimal complement may be allowed. However, the actual manpower requirement during said holidays shall be based on the scheduled preventive maintenance activities. The workdays may, however, vary if the nature of work of certain categories of staff requires the operation of a shift system.

Any changes in the manpower complement, except temporary changes brought about by sporting events or other activities at the MANAGED PROPERTY, shall be supplemented by a signed documentation as proof of the mutual agreement and approval by both Parties for such changes in the agreed manpower complement. Any increase/decrease in the remuneration of the agreed manpower complement shall be fully documented and agreed by both Parties.

Services rendered out of regular working hours must be duly authorized by BCDA to be rendered by the O&M personnel. As the case may be the O&M shall charge the BCDA with overtime premium, night differential and holiday pay, whenever is applicable.

XVI. CONFLICT OF INTEREST

Any prospective O&M Service Provider who is directly associated or who may be directly associated with any entity having a conflict of interest in or bias against the BCDA Group shall be disqualified from the bidding of the project. In all cases, the prospective O&M Service Provider who is indirectly associated or who may be indirectly associated with any entity that may have a conflict of interest in or bias against the BCDA Group shall be required to disclose the extent of such relationship so that the BCDA may act upon the same accordingly.

XVII. CORRUPT, FRAUDULENT, COLLUSION, AND COERCIVE PRACTICES

Any attempt by a bidder to influence the project team or its authorized representatives in the evaluation of the bids or contract award decision shall result in the rejection of its bid or revocation of award as the case may be,

and the implementation of other sanctions and remedies as provided for by law.

Attachments:

Annex "A" - MAP OF THE MANAGED PROPERTY

Annex "B" - MINIMUM QUALIFICATION FOR KEY HOUSEKEEPING PERSONNEL

Annex "C" - SCHEDULE OF MANPOWER REQUIREMENTS

Annex "D" - SCHEDULE OF MAINTENANCE SUPPLIES TOOLS & EQUIPMENT REQUIREMENT

Annex "E" - MINIMUM PERFORMANCE STANDARD AND SPECIFICATIONS

Annex "F" - COST ESTIMATES

Annex "G" - CONTRACT EXCLUSION