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Operations and Maintenance of the New Clark City Sports Hub



1 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 Hub, 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.

2 Description of Services

The services required under this Terms of Reference (TOR) shall be for the Operations and Maintenance (O&M) of Sports Facilities. This includes all aspects of day-to-day administration and management of the "MANAGED PROPERTY". The Managed Property shall refer to the following components of the NCC Sports Hub:

- a. Aquatics Center
- b. Athletics Stadium
- c. Athletes' Village and
- d. Parks and Site Development

The map of the Managed Property is attached herewith as Annex "A".

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- 3 Objective** To procure the services of a reputable property management firm who will provide operations and maintenance services for the NCC Sports Hub and align the same with BCDA's institutional capacity as an O&M provider.
- 4 Scope of Services / Deliverables** The O&M Provider ("MANAGER") 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:
- 4.1 General Management** - The MANAGER shall have an over-all responsibility for the day-to-day management and maintenance services of the Common Areas of the MANAGED PROPERTY and its facilities fully supported by on-site full-time personnel. The MANAGER shall also supervise on site staff and carefully monitor its contracted agencies for compliance with set standards and contracts.
- a. Provide integrated account management 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 Property Manager as over-all coordinator and single-point-of-contact for the MANAGER.
 - c. Confirm with the BCDA the appropriate executive and operational organizational structures 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;
 - e. Manpower complement that will be deployed at the onset of the Contract Period shall be reviewed periodically to determine if there is a need to decrease or increase their numbers, with the objective of achieving cost-efficient operation of the MANAGED PROPERTY;
 - f. Source, evaluate, recommend, manage and supervise service contractors;
 - g. Ensure that all permits and licenses needed to operate the facilities are renewed and up to date; and
 - h. Undertake energy and water saving measures.
- 4.2 Building Operations.** The MANAGER 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 improvements within the sports

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facilities and Athletes' Village to ensure critical business operations and that 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 updates 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; and
- 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;

4.3 Administrative Services. The MANAGER shall provide administrative services at the MANAGED PROPERTY, including supervision of services' contractors, management of car parking operations, security, housekeeping and Service Desk operation.

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- 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 support services at the Athletes' Village including management and procurement of food services caterers, laundry service providers, as well as supervisory responsibility of third party users of pantries and kitchens during and after events at the NCC Sports Hub;
- 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 to maintain professional work order management and occupier satisfaction; and
- 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.

4.4 Financial Services. The MANAGER shall cover all finance and accounting related function, 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.

4.5 Emergency Support Services. The MANAGER shall provide support services in Emergency cases and will be actively involved in emergency situations and will closely coordinate with BCDA.

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- a. Set-up an evacuation team who will be responsible in bringing out the occupants to a safe place during emergency situation.
- b. Set-up A Fire Brigade Team, composed of two teams to cover 24 hours a day:
- c. Ensure that safety and security procedures are strictly implemented within the MANAGED PROPERTY; and
- d. Conduct regular inspection of the MANAGED PROPERTY at least once a month.

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

4.6 EXCLUSIONS. This Contract excludes the operations and maintenance of highly specialized equipment and facilities 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 usual maintenance services as required in this TOR.

Athletes' Village. Operations and Maintenance Expenses relating to the Athletes' Village shall be excluded / subtracted from the monthly Operations and Maintenance Fee for the period of 01 December 2021 – 31 December 2021 as the facility is currently being utilized as a COVID-19 Quarantine Facility by the Provincial Governments of Tarlac and Pampanga.

5 Submission of Property Management Reports

The MANAGER 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;
 - Details of expenditures incurred for the operations and maintenance of the MANAGED PROPERTY; and
 - Other reports that maybe 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;

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- Recommendations for works for improvement of the MANAGED PROPERTY; and
- Other reports that maybe required by BCDA from time to time

6 Approved Budget for the Services

The Approved Budget for the Contract (ABC) is **Php 98,900,000.00**, inclusive of all applicable taxes and fees for an 18-month period.

BCDA shall pay the MANAGER an Operations and Maintenance Fee, inclusive of Value-Added Tax (VAT) and all applicable taxes and fees. The MANAGER 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 MANAGER for any liability and/or damages that it may incur or suffer on account of failure by the MANAGER to comply with its obligations under this provision.

7 Manner of Payment

Payment of the Contract Price shall be paid by BCDA to the MANAGER every month, upon submission and approval of supporting documents acceptable to BCDA, in accordance with generally accepted accounting and auditing rules and regulations.

The MANAGER shall submit a Billing Statement broken down into the following cost components:

- a. Staff / Manpower Salaries
- b. Housekeeping Services
- c. Maintenance Services / Contracts
- d. Maintenance Supplies
- e. Taxes, Permits and Fees
- f. Management Fee

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, 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 (Basic Maintenance or Full O&M).

8 Minimum Qualifications

The MANAGER must possess the following minimum qualifications:

- a. At least five (5) years' experience in Property Management; and
- b. Must have completed, within the last five (5) years from the date of submission and receipt of bids (September 2016 – September 2021), a Single Largest Completed Contract (SLCC) similar to the Project, equivalent to at least fifty percent (50%) of the ABC

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or, two (2) similar Contracts with a total amount equivalent to at least fifty percent (50%) of the ABC.

9 Procedure for the Evaluation of Bids

The objective of BCDA for this Project is to select the best MANAGER with extensive experience and expertise in property management.

The procurement of the MANAGER shall be in accordance with the procedures set in IRR of the Republic Act No. 9184.

10 Liquidated Damages

The MANAGER obligates itself to perform and complete all the services 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 MANAGER fail to complete the services within the stipulated time, liquidated damages, not by way of penalty, shall be paid to BCDA by the MANAGER in an amount equal to one-tenth of one percent (1/10 of 1%) of the cost of the unperformed portion for every day of delay.

11 Confidentiality Clause

The MANAGER warrants the full confidentiality of all information gathered for the consultancy contract given by BCDA, unless the latter indicates the contrary. The MANAGER shall not disclose any communication disclosed to him for the purpose of this Services. After the completion of the contract, all materials, data, and other related documents provided must be returned to BCDA.

The MANAGER 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.

12 Standard of Services

The MANAGER shall fulfil its obligations under the agreement by using its technical expertise and according to the best-accepted professional and industry standards. The MANAGER 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 MANAGER 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 MANAGER in accordance with the instructions or directions made or to be made by the BCDA at any time before its completion. The MANAGER shall conduct regular consultation with BCDA in relation to the undertaking of its responsibilities under the Contract Agreement.

13 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 shift system.

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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.

15 Conflict of Interest

Any prospective MANAGER 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 MANAGER 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.

16 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 sanction/s and remedies as provided for by law.

17 Additional information

The bidder shall propose two modes of operation: first is a full operations and maintenance mode and the other is a reduced manpower mode for basic maintenance.

The basic maintenance, which is the default mode of operation, shall be 92%, or lower, of the full O&M Bid.

BCDA shall notify the Property Manager to shift to Full O&M Mode to make the sports facilities ready for any bubble sporting/commercial event.