

BIDDING DOCUMENTS

**LEASE,  
DEVELOPMENT  
& UTILIZATION OF  
CERTAIN PORTIONS  
OF THE  
METRO NAGA  
SPORTS COMPLEX**

City Government of Naga  
J. Miranda Ave., Naga City

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## Section I

### **BACKGROUND AND PURPOSE**

The City Government of Naga (CGN) intends to lease portions of the Metro Naga Sports Complex in order to optimize its use and economic value to the city. Specifically, this initiative seeks to achieve the following:

- a. To encourage the participation of the private sector in local governance, especially in the delivery of basic services and in the development of sports in Naga City;
- b. To maximize the potential use of the Metro Naga Sports Complex;
- c. To promote sports development and tourism in the City of Naga; and
- d. To stimulate economic growth and youth development towards building a self-reliant, caring and vibrant city.

The areas for lease are described under ITB Clause 1.2 (to be collectively referred to as the “Property”). As such, the CGN intends to seek investors who shall lease, develop and utilize the Property under mutually agreeable terms.

The Metro Naga Sports Complex is owned and controlled by the CGN. Completed in 1997, it serves as Naga City’s primary sports facility. It is situated in a 10-hectare lot situated in Barangay Pacol, Naga City.

Lease of the property is governed by Ordinance No. 2023-096 (An Ordinance Providing for the Terms of Reference for the Lease, Development and Utilization of Certain Portions of the Metro Naga Sports Complex).

These Bidding Documents describe the procedures that will be followed in connection with the bidding for the “Lease, Development and Utilization of Certain Portions of the Metro Naga Sports Complex.” This shall be administered by the Bids and Awards Committee (BAC) of CGN. Any decision of and/or action taken by the BAC may be appealed to the City Mayor for his consideration and/or approval subject to the procedures provided herein.

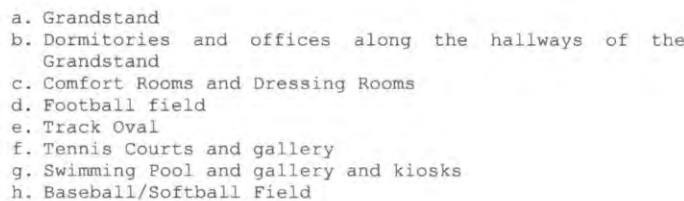
Bidders shall submit their bids through their authorized representatives using the forms specified under Section IV in two (2) separate sealed bid envelopes which shall be submitted simultaneously. The first envelope shall contain the Eligibility Documents, while the second shall contain the Technical and Financial Proposals.

The Bid Documents must be read in conjunction with any Addenda issued in accordance with **ITB** Clause and shall consist of Sections I to V, to wit:

- Section I. Background and Purpose
- Section II. Ordinance Providing for the Terms of Reference
- Section III. Instruction to Bidders
- Section IV. Technical Specifications
- Section V. Bidding Forms

CGN reserves the right to amend or supplement the Bid Documents at any time prior to the submission of bids.

## ORDINANCE PROVIDING FOR THE TERMS OF REFERENCE



- i. Parking Area, except the front portion of the Metro Naga Sports Complex stretching from the gate and front fence to the Grandstand and the Naga City Children's Home.

Interested bidders must bid for all of the aforesaid portions, subject to the development guidelines as provided in this Ordinance.

**SECTION 4. QUALIFICATION OF BIDDERS.** Interested private institutions who would like to lease the abovementioned portions of the Metro Naga Sports Complex must comply with the following requisites:

1. A sole proprietorship, partnership, corporation or foundation duly-organized under Philippine laws, operating within the City of Naga;
2. Entities with existing tax arrears with the national government and/or the City Government of Naga are disqualified from participating in the bidding process. This eligibility requirement also applies to their affiliates and subsidiaries.
3. Track record on handling sports development programs within the past five (5) years;
4. Submission of the following documents:

4.1. Proof of Juridical Personality:

- a. For Sole Proprietorship - Certified True Copy of Business Name Registration issued by the Department of Trade and Industry;
  - b. For Partnership - Certified True Copy of Articles of Partnership and By-Laws, Certified True Copy of Certificate of Registration of Partnership issued by the Securities and Exchange Commission, and, if applicable, Certified True Copy of Certificate of Business Name Registration issued by DTI;
  - c. For Corporation and Foundation - Certified True Copy of Articles of Incorporation and By-Laws, Certified True Copy of Certificate of Registration issued by the SEC, and if applicable, Certified True Copy of Certificate of Business Name Registration issued by DTI.
- 4.2. Certified True Copy of Bidder's Certificate of Registration and Taxpayer's Identification Number issued by the Bureau of Internal Revenue
  - 4.3. Certified True Copy of Tax Clearance Certificate issued by the Bureau of Internal Revenue, or its equivalent;
  - 4.4. Certified True Copy of Valid and Current Business Permit issued by the City Government of Naga;
  - 4.5. Certified True Copy of Certificate of Tax Clearance issued by the City Treasurer of Naga City.

**SECTION 5. MINIMUM DEVELOPMENT GUIDELINES.** The lessee of the Metro Naga Sports Complex must commit, at the minimum, to the following developments or investments:

- a. Repair of grandstand roof
- b. Rehabilitation of the dormitories and offices



- c. Refurbishment of the track enclosure and grounds, tennis courts, swimming pool and other areas and sports facilities in Metro Naga Sports Complex covered by the lease
- d. Landscaping and beautification of the complex

**SECTION 6. MONTHLY RENTAL.** The bid for the lease of the portions of the Metro Naga Sports Complex shall start at the minimum of ONE HUNDRED THOUSAND PESOS PER MONTH (P100,000.00/MONTH).

This is exclusive of electrical bills, water bills and other utilities that will be maintained in the facilities which will be charged against the account of the lessee.

The rent shall be paid MONTHLY in advance, on or before the 5th working day of every month. The account to which the monthly rental shall be paid is hereunder provided:

**Account number (General Fund):** 3762-1004-51  
**Account Name:** City Government of Naga  
**Address:** Land Bank of the Philippines, Concepcion Pequeña, Naga City 4400  
**Swift code:** TLBPPHMMXXX

Copy of the deposit slip shall be furnished the City Treasurer, who shall in turn prepare and give to the lessee a copy of an Official Receipt acknowledging the receipt of rental payment.

After five (5) years from the effectivity of the lease, there must be a review of the rental rates. For this purpose, a review committee is hereby created which shall compose of the following:

Chairman	:	City Legal Officer
Vice-Chairman	:	City Administrator
Members	:	Head of Office of the Education, Scholarships, and Sports Office Chairman of the SP Committee on City Properties City Engineer City Budget Officer Head of Office of the Investment and Trade Promotion Office Representative from the Naga City People's Council

**SECTION 7. ADVANCE RENTAL.** The costs for the repairs and improvements of the Metro Naga Sports Complex shall be considered as advance rentals of the lessee which shall be at the maximum amount determined through the estimates of costs prepared by the City Engineer's Office.

The City Engineer's Office (CEO) shall prepare estimates as to the costs of the said repairs and improvements and, thereafter, certify the accomplishments made by the lessee and the expenses it has incurred in refurbishing and investing into the rehabilitation of the Metro Naga Sports Complex.

The aforesaid certification of the CEO shall then be submitted to the City Treasurer's Office and the City Accounting Office, which shall, in turn, credit the amounts of investments of the lessee as advance rentals to LGU-Naga.

**SECTION 8. SECURITY DEPOSIT.** An amount equivalent to three (3) months of rental or the amount of Three Hundred Thousand Pesos (P300,000.00) shall be deposited by the prospective lessee with the City Government of Naga, as Security Deposit.

The Security Deposit shall shoulder the costs of repair or replacement of parts, equipment, or facilities in the leased premises which are no longer in good working condition at the time of the expiration of the lease, without renewal. Any excess to the Security Deposit shall be returned to the prospective lessee after such repairs or replacements have been made.

**SECTION 9. INTEREST AND PENALTIES.** After exhausting the advance rentals that the lessee has paid in the form of repairs and improvements, as mentioned in the preceding section, in the event of late payment of the monthly rental, the lessee shall then pay interest on any unpaid amount at the rate of one percent (1%) per month and a penalty of two percent (2%) per month, to be computed from the date of delinquency until such amount is paid in full.

For this purpose, the following guidelines on application of payments shall be observed:

- Any payment received by LGU-NAGA shall be applied against the statement of account or billing with the earliest date;
- In the event that the payment of interest, penalty, rent or other charges is covered by one statement of account, then the payment received by LGU-NAGA shall be applied in the payment of obligations stated therein in the following order of priority: (i) first, against the penalty due, (ii) then, against the interest due, and (iii) finally, against unpaid rent or Advance Rental; and,
- Should the payment received be insufficient to completely settle any outstanding obligation, whether covered in one statement of account or billing or otherwise, subsequent payments that may be made to LGU-NAGA shall first be applied to the settlement of such remaining outstanding obligation.

**SECTION 10. MAINTENANCE OF LEASED FACILITIES.** The prospective lessee must have surveyed the leased facilities before submitting a Bid. Any bidder must be aware as to the facility's viability as venue for hosting sports competitions and other local, regional, national or international events.

Maintenance of the leased facilities to ensure that they are suitable and available at all times, as well as the security thereon, shall be at the sole account of the lessee. However, major repairs due to damages brought by force majeure, such as typhoon, earthquake, fire, war, civil unrest or other similar circumstance, shall still be borne by the lessee, but shall be considered by LGU-NAGA as advance rentals.

**SECTION 11. DURATION OF LEASE.** The maximum lease term that prospective lessors may bid is fifteen (15) years, renewable for a maximum of another fifteen (15) years, with provisions that the terms and conditions of the lease must be reviewed every after five (5) years from the effectivity of the lease.



In the renewal of the lease, a written notice given at least twenty (20) days prior to the expiration of the lease must be sent by the lessee to LGU-Naga.

The foregoing notwithstanding, until such time that the parties execute a written renewal, it shall be understood that there is an implied new agreement on a month-to-month basis and under the same terms and conditions when the lessee continues to use the Leased Premises after the expiration of its lease or the renewal thereof without objection from LGU-NAGA. This will ensure continuity of the operations of the Metro Naga Sports Complex for the benefit of the Nagueños, particularly for the young athletes of Naga.

**SECTION 12. TURN-OVER OF IMPROVEMENTS.** At the end of the lease term, all permanent improvements and appurtenances introduced by the lessee shall be fully turned over to the City Government of Naga, unless the lease contract between the lessee and LGU-Naga is renewed.

**SECTION 13. OTHER TERMS AND CONDITIONS.** In the lease of the aforesaid portions of the Metro Naga Sports Complex, the lessee must acknowledge and commit to the following:

- a) The lessee shall have the primary and preferential right over the leased premises, but it shall ensure that LGU-Naga shall be allowed access and use of the same for the following purposes:
  - Palarong Panlungsod, Palarong Bicol and Palarong Pambansa
  - Miss Bicolandia
  - Events related to the Peñafrancia Fiesta where the city is co-host
  - Thirty (30) days, exclusive of the above-enumerated events, whether continuous or broken, of free use by LGU-Naga of the said facilities for whatever occasion or event duly-approved by the City Mayor. For this purpose, LGU-Naga and the lessee shall maintain a book of account or a register of activities wherein the activities charged against the said free use shall be recorded.
- b) The lessee must warrant that it will allow the free use of the Leased Facilities for training or practice of athletes who have won in any event in the Palarong Panlungsod. For this purpose, the lessee and LGU-Naga shall set up an Athlete Registry System;
- c) The lessee must concur to the continuous stay and use of the Naga City Children's Home in the Metro Naga Sports Complex, provided that, within two months after the effectivity of the Lease, LGU-NAGA shall endeavor to install a sub-meter for the water and electricity in the Naga City Children's Home and consequently pay its water and electricity expenses.
- d) Whenever required by statutes or any government rule or regulation, the lessee must secure the necessary permits before the holding of any event and/or occasion in the leased areas.
- e) Any substantial alteration in the existing facilities of the Metro Naga Sports Complex which the prospective lessee shall implement in the leased premises shall be with the prior written consent of LGU-Naga.



- f) Any additional facilities sought to be introduced by the Lessee to the Metro Naga Sports Complex not included in its submitted proposal/bid shall also be with the prior written consent of LGU-Naga.

**SECTION 14. SALE OF THE PROPERTY BY LGU-NAGA.** In the remote chance that LGU-NAGA decides to sell or transfer its right over the Leased Premises to another, it warrants that the new owner of the Leased Premises or any individual who has gained rights over the same shall honor and respect the Lease, and further guarantees that the rights granted to the Lessee under this Ordinance shall not be disturbed or adversely affected thereby.

**SECTION 15. PROHIBITION ON TRANSFER OF RIGHTS BY THE LESSEE.** The Lessee is not allowed to and shall not assign or transfer its rights under this Lease to another party.

**SECTION 16. DEFAULT BY LESSEE.** LGU-NAGA shall have the right to cancel or terminate the Lease without need of legal or judicial action or order, upon the occurrence of any of the following events ("Event of Default"), by giving 20-day written notice to the Lessee:

- a) The Lessee shall have failed to pay, after exhaustion of its advance rentals, the monthly rent for at least two (2) months; or
- b) The Lessee shall have become insolvent or be unable to pay its debts when due or shall commit or permit any act of bankruptcy under applicable laws.

**SECTION 17. CONSEQUENCES OF DEFAULT** - Upon occurrence of any event of Default under the immediately preceding section, LGU-NAGA shall be entitled to exercise the following remedies:

- (a) LGU-NAGA shall be entitled to collect from the Lessee the rental fee due, including the corresponding interest and/or penalties and terminate the Lease, at its option. Should LGU-NAGA opt to terminate the Lease under this circumstance, it shall be entitled to collect from the Lessee 50% of the rental fee corresponding to the unexpired period of the Lease Term, and apply the advance rental, if any. The foregoing notwithstanding, nothing herein precludes LGU-NAGA from allowing the Lessee to continue with the lease under the terms and conditions hereof, upon the Lessee's payment of the rental due and its corresponding interests and/or penalties as aforementioned.
- (b) Section 16(b) hereof shall be subject to the applicable laws, rules or regulations on insolvency or bankruptcy.
- (c) In the event that the Lessee defaults on its obligations, it shall be liable for attorney's fees, the costs of the litigation and other expenses which LGU-NAGA may incur in enforcing its rights and interests against the Lessee.

**SECTION 18. LIABILITY FOR LOSS, DAMAGE, INJURY, DEATH.** The Lessee shall assume full responsibility for any loss of or damage to properties, and/or injury to or death of LGU-NAGA's personnel or authorized representatives or third persons that may occur in the Leased Facilities and binds itself to hold LGU-NAGA free and

harmless and fully indemnified from any and all claims for damage, loss, injury or death, except when such loss or damage to property or injury or death of a person is directly, solely and exclusively caused by LGU-NAGA or its duly authorized agent or representative while using the Leased Facilities.

**SECTION 19. ABANDONMENT.** The Lessee shall not abandon the Leased Facilities while the lease remains in force and effect. The Lessee shall be deemed to have abandoned the said Leased Premises and the Lease is deemed terminated without need of any court action, in case of desertion, continuous closure or non-use thereof within a period of ninety (90) days or more

**SECTION 20. FORCE MAJEURE.** Unless otherwise expressly stipulated, no party shall be liable to the other for failure to perform any of its obligations under the Lease by reason of fire, flood, strikes or other industrial disturbances, accidents, war, riot, insurrection, pandemic, government order or restrictions or other causes beyond the reasonable control of the affected party, provided that no fault or negligence is attributable to the said affected party.

**SECTION 21. VENUE.** Should any court action be filed by LGU-Naga or by the Lessee for breach of any of the covenants and stipulations in the Lease, both shall agree to submit to the venue and jurisdiction of any appropriate court within Naga City only, to the exclusion of all other courts.

**SECTION 22. BIDDING PROCEDURES.** Within ten (10) working days from the effectivity of this Ordinance, the Secretary to the Sangguniang Panlungsod shall cause (i) the publication of this Ordinance with the Invitation to Bid, once a week for two (2) consecutive weeks, in a newspaper of general circulation in Naga City, and (ii) the posting of this Ordinance with the Invitation to Bid in three (3) conspicuous places of the City Hall Compound, and in the Naga City website.

Within ninety (90) days from the date of posting or publication of this Ordinance with the Invitation to Bid, whichever comes first, Bids for the lease of the Metro Naga Sports Complex shall be submitted to the Bids and Awards Committee. After the lapse of said ninety (90) day period, no more bids, including replacement or amendment of bids, can be allowed.

**SECTION 23. EVALUATION CRITERIA AND REQUIREMENTS TO BIDDERS.** After the ninety (90) days period provided in the immediately preceding Section, the Bids and Awards Committee shall evaluate the Bids submitted using the following criteria:

CRITERIA	PERCENTAGE
Proposed Lease Value, including proposals for escalation and proposed lease term	10%
Operations Concept	40%
Expertise and Experience in Sports Education and Management	25%
Financial Capability	25%

For this purpose, bidders shall be required to submit the following:

- I. Bidder's signed proposal on the Lease Amount and Lease Term, including proposals for escalation, if any, for the Leased Areas

II. Operations Concept

- II.a. Signed conceptual design and description of Bidder's planned business use and activities, features and amenities, to include:
1. Description of activities, improvements and amenities to be put up in the leased areas;
  2. Architect's design perspective;
  3. Site Plan, including a description of spaces to be used; and
  4. Estimated timeframe.
- II.b. Complete set of building plans (architectural, structural, mechanical, electrical and sanitary plans)
- II.c. Bill of Materials and Specifications
- II.d. Signed work plan and schedule, including major development milestones, timetable and schedule of capital investment commitment;
- II.e. Signed solid and waste management plan
- II.f. Signed maintenance plan and schedule for the duration of the lease period, including repainting and minor renovations
- II.g. Plans for Sports Development and Tourism during the duration of the Lease.

III. Expertise and Experience

- III.a. Signed list of projects on sports education and management with a minimum of five years of operations.
- III.b. Supporting documents to prove ownership, operations or management of the above-listed projects.

IV. Financial Capability

- IV.a. Audited Balance Sheet, Income Statement and Auditor's Report, stamped "received" by the BIR or its duly-accredited and authorized institutions for the Calendar Years 2017 to 2022 showing, among others, the Bidder's total and current assets and liabilities;
- IV.b. Financing plan specifying fund sources for the proposed Project Cost, including list of fund sources to finance the project;
- IV.c. Bank Certification from universal/commercial bank/s or an international bank/s with a subsidiary branch or correspondent bank/s in the Philippines attesting that the Bidder is:
- Banking with them;
  - In good credit standing; and,
  - Qualified to obtain a credit line equivalent to the amount specified in the financing plan (fund sources), if applicable



The Bidder with the Highest Points generated based on the aforementioned criteria shall be recommended by the BAC to the City Mayor for award as the Winning Bidder.

**SECTION 24. FAILURE OF BIDDING.** In the event of Failure of Bidding, the City Government of Naga may resort to negotiated lease of the Metro Naga Sports Complex. There is failure of bidding in the happening of any of the following:

- a. The City Government of Naga does not receive any bid for the lease of the Metro Naga Sports Complex within the period for submission of bids under Section 22;
- b. All bids submitted provide for a monthly rental below the minimum amount provided in Section 6 above;
- c. All bidders fail to meet the minimum, qualifications of bidders as provided in Section 4; and
- d. All submitted bids fail to meet the minimum criteria and requirements set forth under this Ordinance, including the required terms and conditions.

**SECTION 25. RESERVATIONS.** LGU-Naga reserves the right to suggest any plan enhancement, improvement or alteration in the original submitted plans before ratification by the Sangguniang Panlungsod of the Lease Contract, provided that the same will not result in the increase of the proposed Project Cost.

**SECTION 26. SEPARABILITY.** If any part of this Ordinance is declared unconstitutional or contrary to law, those that are otherwise not so declared shall remain in full force and effect.

**SECTION 27. EFFECTIVITY.** This Ordinance shall take effect immediately upon publication thereof in a newspaper of general circulation in the City of Naga.


ENACTED: August 22, 2023

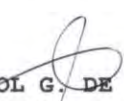
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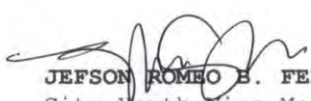
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**WE HEREBY CERTIFY** to the correctness of the foregoing ordinance.

  
**GIL A. DE LA TORRE**  
Secretary to the  
Sangguniang Panlungsod

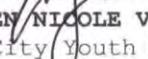
  
**NICOL G. DE JESUS**  
City Youth Secretary to the  
Sangguniang Panlungsod

  
**JESSIE R. ALBEUS**  
City Councilor  
& Acting Presiding Officer

  
**JEFSON ROMEO B. FELIX**  
City Youth Vice Mayor  
& Presiding Officer

APPROVED:

  
**NELSON S. LEGACION**  
City Mayor 8/23/23

  
**ELLEN NICOLE V. VERGARA**  
City Youth Mayor



### Section III

## **INSTRUCTION TO BIDDERS (ITB)**

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

- 1.1. The City Government of Naga (CGN) wishes to receive Bids for the lease, development and utilization of certain portions of the Metro Naga Sports Complex, pursuant to City Ordinance No. 2023-096 enacted on August 22, 2023.
- 1.2. The subject of the bid comprises of the following portions of the Metro Naga Sports Complex, as illustrated in the map under Section IV of these Bid Documents.
  - a) Grandstand
  - b) Dormitories and offices along the hallways of the Grandstand
  - c) Comfort Rooms and Dressing Rooms
  - d) Football Field
  - e) Track Oval
  - f) Tennis Courts and gallery
  - g) Swimming Pool and gallery and kiosks
  - h) Baseball/Softball Field
  - i) Parking Area, except the front portion of the Metro Naga Sports Complex stretching from the gate and front fence to the Grandstand and the Naga City Children's Home

These portions are to be developed subject to the Development Guidelines provided for under Ordinance No. 2023-096 and Section IV – Technical Specifications.  
**Bidders must bid for ALL OF THE AFORESAID PORTIONS of the Metro Naga Sports Complex.**

### **2. Eligible Bidders**

- 2.1. Sole Proprietorships, Partnerships or Corporations duly-organized under Philippine laws and operating within the City of Naga are eligible to participate in this Bidding.
- 2.2. For 2.1 above, the following minimum qualifications are required:
  - a) With a track record of a minimum of five (5) years in the operations, management and/or handing sports development programs;
  - b) With certification from universal/commercial bank/s or an international bank/s with a subsidiary branch or correspondent bank/s in the Philippines attesting that the Bidder is:
    - i. Banking with them;
    - ii. In good credit standing; and
    - iii. Qualified to obtain a credit line equivalent to the amount specified in the financing plan (fund sources), if applicable.

In case of a foreign bank, the certification shall include a list of its Philippine correspondent bank/s.

- 2.3. Entities that have existing tax arrears with the national government and/or the local governments where they are currently doing business are disqualified from participating in the bidding process. This eligibility requirement also applies to their affiliates and subsidiaries.

### 3. Documents Establishing Bidder's Eligibility and Qualification

- 3.1. The documentary evidence of the Bidder's qualifications to execute and enter into a Lease Agreement, if its Bid is accepted, shall establish to CGN's satisfaction that the Bidder has the legal, financial, and technical capability necessary to execute and comply with the provisions of the Lease Agreement.
- 3.2. To establish their eligibility in accordance with this Clause, Bidders shall complete the eligibility declarations in **ITB** Clause 7, included in the checklist of eligibility documents Section V – Bidding Forms; and
- 3.3. The documentary evidence of the Bidder's eligibility to Bid shall establish to CGN's satisfaction that the Bidder, at the time of submission of its Bid, is eligible as defined under **ITB** Clause 2 and supported by documents listed in **ITB** Clause 7.

### 4. Contents of the Bidding Documents

- 4.1. The Bidding Documents consist of Sections I to V which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with **ITB** Clause 6.

Section I. Background and Purpose

Section II. Ordinance Providing for the Terms of Reference

Section III. Instruction to Bidders

Section IV. Technical Specifications

Section V. Bidding Forms

- 4.2. The CGN will only accept Bids from Bidders that have purchased the Bid Documents from the Office of the Bids and Awards Secretariat located at the City Procurement Office, G/F, City Hall Bldg., City Hall Compound, J. Miranda Avenue, Naga City.
- 4.3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bid Documents, including bid bulletins, if any. Failure to furnish all information or documentation required shall result in the rejection of the Bid and the disqualification of the Bidder.

### 5. Pre-Bid Conference

- 5.1. To clarify and address the Bidders' questions on the requirements, terms and conditions, and specifications stipulated in the Bidding Documents, a Pre-Bid Conference shall be held on Friday, 5 January 2023, 3:00 PM at the City Procurement Office, G/F, City Hall Bldg., City Hall Compound, J. Miranda Ave., Naga City. The Bidders' authorized representatives are required to attend the Pre-Bid Conference and Site Inspection to ensure that they fully understand the extent and scope of the Project. The Bidder is expected to know the changes and/or amendments to the Bid Documents discussed during the Pre-Bid Conference. Any statement made at the Pre-Bid Conference shall not modify the terms of the Bid Documents unless such statement is specifically identified in writing as an amendment thereto and issued as a Supplemental/Bid Bulletin.
- 5.2. A prospective Bidder requiring any clarification on the Bidding Documents shall submit their request for clarification in writing to the BAC through MR. REUEL M. OLIVER, City Investment and Tourism Promotions Officer, 2<sup>nd</sup> Floor, City Hall Main Building, City Hall Compound, Juan Miranda Avenue., Naga City. The BAC will respond in writing to any request for clarification by issuing a Supplemental/Bid Bulletin, provided that such request is received at least fifteen (15) calendar days before the deadline for submission and receipt of Bids. The BAC

shall issue its response not later than seven (7) calendar days before the deadline for the submission and receipt of Bids, to be made available to all Bidders who have acquired the Bid Documents directly from it, including a description of the inquiry but without identifying its source. Should CGN deem it necessary to introduce amendments as a result of a clarification, it shall do so following the procedure under ITB Clause 6.

## 6. Amendment

- 6.1. Supplemental/Bid Bulletins may be issued upon CGN's initiative for purposes of clarifying or modifying any provision of the Bid Documents not later than seven (7) calendar days before the deadline for the submission and receipt of Bids. All bidders shall be notified in writing and through posting in the website if there are amendments. Any modification to the Bid Documents shall be construed as an amendment. It shall be the responsibility of all Bidders who secure the same to ensure that they are aware of and have secured all Bid Bulletins that may be issued.

## 7. Documents comprising the Eligibility Documents (1st Envelope)

- 7.1. The First Envelope shall contain the following Eligibility documents:

### a) LEGAL DOCUMENTS

- i. Sworn Confidential Statement for Eligibility (**BF-1**);
- ii. Omnibus Sworn Statement (**BF-2**)
- iii. Proof of Juridical Personality:
  - If a Sole Proprietorship - Certified true copy of Certificate of Business Name Registration issued by the Department of Trade and Industry (DTI);
  - If a Partnership - Certified true copy of Articles of Partnership and By-Laws; Certified true copy of Certificate of Registration issued by the Securities and Exchange Commission; and if applicable, certified true copy of Certificate of Business Name Registration issued by the DTI;
  - If a Corporation - Certified true copy of Articles of Incorporation and By-laws; Certified true copy of Certificate of Registration issued by the SEC; and, if applicable, certified true copy of Certificate of Business Name Registration issued by the DTI;
- iv. Certified true copy of Bidder's Certificate of Registration and Taxpayer's Identification Number issued by the Bureau of Internal Revenue (BIR);
- v. Certified true copy of a tax clearance certificate issued by the BIR, or its equivalent;
- vi. Certified true copy of valid and current Business Permit issued by the City Government of Naga;
- vii. Certified True Copy of Certificate of Tax Clearance issued by the City Treasurer of Naga City
- viii. Written Authority of Bidder's Representative
  - If a Sole Proprietorship:
    - Duly notarized Special Power of Attorney on the official authorized to participate in the bidding process and sign, execute and deliver any and all documents for the Project in behalf of the Bidder.
    - In case the sole proprietorship is represented by an agent, a duly notarized Special Power of Attorney authorizing the agent to act for and on behalf of or to represent the sole proprietorship in the bidding for the Project.
  - If a Partnership:

- Duly notarized Partners' Resolution on the official authorized to participate in the bidding process and sign, execute and deliver any and all documents for the Project in behalf of the Bidder
  - In case partnership is represented by an agent, a duly notarized Partner's Resolution authorizing the agent to act for and on behalf of or to represent the partnership in the bidding for the Project
- If a Corporation:
    - Duly notarized Secretary's Certificate on the official authorized to participate in the bidding process and sign, execute and deliver any and all documents for the Project in behalf of the Bidder
    - In case corporation is represented by an agent, a duly notarized Secretary's Certificate authorizing the agent to act for and on behalf of or to represent the corporation in the bidding for the Project

## b) TECHNICAL DOCUMENTS

### i. Proof of Track Record:

- Signed list of projects on sports education and management with a minimum of five years of operations (**BF-3**);
- Supporting documents to prove ownership, operations or management of the above-listed projects.

## c) FINANCIAL DOCUMENTS

- i. Audited financial statements (Balance Sheet, Income Statement and Auditor's Report), stamped "received" by the BIR or its duly accredited and authorized institutions for the calendar years 2017 to 2022 showing, among others, the Bidder's total and current assets and liabilities;
- ii. Financing plan specifying fund sources for the proposed Total Project Cost, including list of fund sources to finance the Project (**BF-4**).
- iii. Bank Certification from universal/commercial bank/s or an international bank/s with a subsidiary branch or correspondent bank/s in the Philippines attesting that the Bidder is:
  - banking with them;
  - in good credit standing; and
  - qualified to obtain a credit line equivalent to the amount specified in the financing plan (fund sources), if applicable.

In case of a foreign bank, the certification shall include a list of its Philippine correspondent bank/s.

7.2. CGN's eligibility check will be limited to establishing the completeness of each prospective Bidder's eligibility requirement by determining the presence or absence of the documents required against a checklist of requirements using non-discretionary pass/fail criteria. The eligibility check will not examine the substance of the contents of the documents. If a prospective Bidder submits the specific eligibility document required, it shall be rated as "passed" for that particular requirement. However, failure to submit a requirement or an incomplete or patently insufficient submission shall be considered "failed" for the particular eligibility requirement concerned.

## 8. Documents Comprising the Technical and Financial Proposals (2nd Envelope)

8.1. The Technical Proposal shall contain the following documents:



- a) Signed conceptual design and description of the Bidder's planned business use and activities, features and amenities, to include:
  - Description of activities, improvements and amenities to be put up in the leased areas;
  - Architect's design perspective;
  - Site Plan, including a description of spaces to be used; and
  - Estimated timeframe.
- b) Complete set of building plans (architectural, structural, mechanical, electrical and sanitary plans)
- c) Bill of Materials and Specifications
- d) Signed work plan and schedule including major development milestones, timetable and the schedule of the capital investment commitment (**BF-5**);
- e) Signed solid and waste water management plan;
- f) Signed maintenance plan and schedule for the duration of the lease period including repainting and minor renovations;
- g) Affidavit of site inspection;
- h) Plans for Sports Development and Tourism during the duration of the lease;
- i) Bid Security, which shall be non-interest bearing, in an amount equivalent to **five percent (5%)** of the Project Cost, in the form of certified/cashier's/manager's check issued by a Philippine local bank and payable to "City Government of Naga";
- j) A duly notarized undertaking stating that the bidder shall exhaust available administrative procedures provided herein before seeking judicial action, remedy or intervention (**BF-6**);

All permanent improvements introduced by the lessee shall be turned over to the City Government of Naga upon expiration of the Lease Contract, unless a new Lease Contract is executed with the CGN.

8.2. The Financial Proposal shall contain the following:

- a) A duly notarized proposal for the Annual Rental, Escalation Rate and Lease Duration. Monthly rental starts at One Hundred Thousand Pesos per Month (P 100,000.00/month). The rate shall be reviewed for rate adjustments every after five years from the effectivity of the lease. Lease duration is a maximum of fifteen (15) years, renewable for a maximum of another fifteen (15) years under terms and conditions that may be agreed upon between the CGN and the lessee (**BF-7**);
- b) A duly notarized commitment for the Security Deposit, equivalent to three (3) months rental, payable to the "City Government of Naga" in the form of certified/cashier's/manager's check issued by a Philippine local bank, upon signing of the Lease Agreement (**BF-8**);
- c) A duly notarized commitment for the Advance Rental, equivalent to three (3) months of the proposed rental which shall be payable to the "City Government of Naga" in the form of certified/cashier's/manager's check issued by a Philippine local bank, upon turn-over of possession and control over the leased premises, and which shall be applied at the end of the term of the contract (**BF-9**);

8.3. All Bids below the minimum or not complying with the required commitments shall be rejected.

**9. Bid Submission: Eligibility Documents, Technical and Financial Proposals**

- 9.1. Bidders shall submit their Bids through their authorized representative using the appropriate Bid Forms provided in Section V on the deadline for the Submission

and Opening of Bids specified in **ITB** Clause 16, and in two (2) separate sealed envelopes and addressed to the BAC; the first envelope containing the Eligibility Documents, and the second envelope containing the Technical and Financial Proposals of the Bid.

- 9.2. The bidder shall submit one (1) original and two (2) copies of the Eligibility Documents, Technical Proposal and Financial Proposal.
- 9.3. The bidder shall bear all costs associated with the preparation and submission of its Bid and CGN shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## **10. Financial Bid**

- 10.1. The bidder shall complete the appropriate Financial Bid included herein, stating the proposed Monthly Rental, Escalation Rate and Lease Duration.

## **11. Bid Currencies**

- 11.1. Financial Bid shall be quoted in Philippine Pesos only.
- 11.2. Payment of the Financial Bid shall be made in Philippine Pesos.

## **12. Bid Validity**

- 12.1. Bids shall remain valid for a period of one hundred twenty (120) calendar days from the date of the opening of Bids.
- 12.2. In exceptional circumstances, prior to the expiration of the Bid validity period, CGN may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. A Bidder may refuse the request without forfeiting its Bid Security, but the Bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its Bid.

## **13. Bid Security**

- 13.1. Pursuant to **ITB** Clause 8.1 (h), the Bidder shall furnish, as part of its Bid, a Bid Security in the form and amount specified herein. CGN shall prescribe the acceptable forms of Bid Security from among the following, from which acceptable forms the Bidder may choose:
  - a) Certified check;
  - b) Cashier's check;
  - c) Manager's check; or
  - d) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security
- 13.2. Any Bid not accompanied by an acceptable Bid Security shall be rejected by the BAC and shall be declared as non-complying.
- 13.3. No Bid Security shall be returned to bidders after the opening of bids and before Lease Agreement signing, except to those that failed to comply with any of the requirements to be submitted in the eligibility envelope of the bid. Bid Securities shall be returned only after the bidder with the Highest Calculated Responsive Bid has signed the Lease Agreement and submitted the Performance Security.
- 13.4. Upon signing and execution of the Lease Agreement, pursuant to **ITB** Clause 29, and the posting of the Performance Security, pursuant to **ITB** Clause 30, the

successful Bidder's Bid security will be returned.

13.5. The Bid security will be forfeited under the following circumstances:

a) If a Bidder:

- i. withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form;
- ii. submits eligibility requirements and bids that contain false information or falsified documents, or the concealment of such information in the Bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
- iii. allows the use of one's name, or using the name of another for purposes of public bidding;
- iv. withdraws its bid, or refuses to accept an award, refuses to clarify or validate in writing its Bid during post-qualification within the period of seven (7) calendar days from receipt of the request for clarification;
- v. unduly influences the outcome of the bidding in his favor by any documented unsolicited attempt;
- vi. commits all other acts that tend to defeat the purpose of the competitive bidding;
- vii. violates **ITB** Clause 32.7.

b) In the case of a successful Bidder, if the Bidder fails:

- i. to sign the Lease Agreement in accordance with **ITB** Clause 29;
- ii. to furnish performance security in accordance with **ITB** Clause 30;
- iii. to pay the financial deliverables in accordance with the Terms of Reference, its bid and the Lease Agreement;
- iv. to enter into a Lease Agreement with CGN in accordance with **ITB** Clause 29 without justifiable cause, after the Bidder had been adjudged as having submitted the Highest Calculated and Responsive Bid.

#### **14. Format and Signing of Bids**

14.1. The Bidder shall prepare an original of the Eligibility Documents, Technical Proposal, and Financial Proposal as described in **ITB** Clauses 7 and 8, and clearly mark each "ORIGINAL – ELIGIBILITY DOCUMENTS," and "ORIGINAL - TECHNICAL AND FINANCIAL PROPOSALS," respectively. In addition, the Bidder shall submit two (2) copies of the Eligibility Documents, Technical Proposal, and Financial Proposal, and clearly mark them "COPY NO. \_\_ - ELIGIBILITY DOCUMENTS," and "COPY NO. \_\_ - TECHNICAL AND FINANCIAL PROPOSAL." In the event of any discrepancy between the original and the copies, the original shall prevail.

14.2. The original and two (2) other copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the Bid, including attachments thereto such as brochures, shall be initialed by the person or persons signing the Bid. Failure to sign shall result in the rejection of the Bid, and the disqualification of the Bidder.

14.3. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

#### **15. Sealing and Marking of Bids**

15.1. The first envelope (marked Eligibility Documents) shall contain one (1) original set and two (2) sets of certified true copies of the original signed and

sealed. The second envelope (marked Technical and Financial Proposal) shall contain one (1) set of original and two (2) sets of certified true copies of the original signed and sealed.

15.2. All envelopes shall:

- a) contain the Project name in capital letters;
- b) bear the name and address of the Bidder in capital letters;
- c) be addressed to the BAC in accordance with **ITB** Clause 1;
- d) bear the Project Title: “LEASE, DEVELOPMENT AND UTILIZATION OF CERTAIN PORTIONS OF THE METRO NAGA SPORTS COMPLEX;” and
- e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of Bids, in accordance with **ITB** Clause 16.

15.3. If all envelopes are not sealed and marked as required, CGN will assume no responsibility for the misplacement or premature opening of the Bid.

**16. Deadline for Submission of Bids**

16.1. Bids must be received by the BAC at the City Procurement Office, G/F, City Hall Bldg., City Hall Compound, J. Miranda Ave., Naga City on Wednesday, 27 March 2023, not later than 3:00 pm.

**17. Late Bids**

17.1. Any Bid submitted after the deadline for submission and receipt of Bids prescribed by CGN, pursuant to **ITB** Clause 16, shall be declared “Late” and shall not be accepted by CGN.

**18. Withdrawal of Bids**

18.1. A Bidder may express its intention not to participate in the bidding through a letter which should reach and be stamped by the BAC before the deadline for submission and receipt of Bids. Letters of withdrawal shall be read out and recorded during Bid opening.

18.2. No Bid may be withdrawn between the deadline for the submission of Bids and the expiration of the period of Bid validity specified on the Bid Form. Withdrawal of a Bid during this interval shall result in the forfeiture of the Bidder’s Bid Security, pursuant to **ITB** Clause 13.5, and the imposition of administrative, civil and criminal sanctions as prescribed by R.A. 9184 and its IRR.

**19. Opening and Preliminary Examination of Bids**

19.1. The BAC will open Bid envelopes in the presence of Bidders/Bidders’ representatives who choose to attend, at the time, on the date, and at the place specified in **ITB** Clause 16. The Bidders’ representatives who are present shall sign a register evidencing their attendance.

19.2. The BAC shall first determine each Bidder’s compliance with the documents required to be submitted for Eligibility as prescribed in **ITB** Clause 7. For this purpose, the BAC shall check the submitted documents of each Bidder against a checklist of required documents to ascertain if they are all present in the Eligibility Envelope, using a **non-discretionary “pass/fail” criteria**, as stated in the Invitation To Bid and this ITB. If a prospective bidder submits the specific eligibility document required, it shall be rated “passed” for that particular requirement. In this regard, failure to submit a requirement, or an incomplete and



patently insufficient submission, shall be considered “failed” for the particular eligibility requirement concerned. If a prospective bidder is rated “passed” for all eligibility requirements, it shall be considered eligible for the opening of its Technical and Financial Proposal. If a prospective bidder is rated “failed” in any of its eligibility requirements, it shall be considered ineligible to participate in the bidding. **In case one or more of the above required documents in the Eligibility envelope of a particular Bid is missing, incomplete, or patently insufficient, the BAC shall rate the Bid concerned as “failed”** and immediately return to the Bidder concerned its Technical and Financial Proposal envelopes unopened.

- 19.3. Immediately after determining compliance with the Eligibility requirements, the BAC shall forthwith open the Technical and Financial Proposals of each eligible bidder. The BAC shall determine each Bidder’s compliance with the documents required to be submitted for the Technical and Financial Proposal of the Bid, as prescribed in ITB Clause 8. For this purpose, the BAC shall check the submitted documents of each Bidder against a checklist of required documents to ascertain if they are all present in the Technical and Financial Proposal, **using a non-discretionary “pass/fail” criteria**, as stated in the Invitation To Bid and this ITB. If a Bidder submits the required document, it shall be rated “passed” for that particular requirement. In this regard, failure to submit a requirement, or an incomplete or patently insufficient submission, shall be considered “failed” for the particular requirement concerned. **In case one or more of the requirements in the Technical and Financial Proposal envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price is less than the floor price for the Monthly Rental as prescribed under the Terms of Reference, the BAC shall rate the bid concerned as “failed.”** Only bids that are determined to contain all the bid requirements for both components shall be rated “passed” and shall immediately be considered for evaluation and comparison.
- 21.5. A Bidder determined as “failed” has three (3) calendar days upon written notice or, if present at the time of Bid opening, upon verbal notification, within which to file a request or motion for reconsideration with the BAC. Provided, however, that the motion for reconsideration shall not be granted if it is established that the finding of failure is due to the fault of the Bidder concerned. Provided, further, that the BAC shall decide on the request for reconsideration within seven (7) calendar days from receipt thereof. If a failed Bidder signifies his intent to file a motion for reconsideration, in the case of a Bidder who fails in the Eligibility envelope, the BAC shall hold the Technical and Financial envelope of the said failed Bidder unopened and duly sealed until such time that the motion for reconsideration or protest has been resolved.
- 21.6. CGN shall prepare the minutes of the proceedings of the Bid opening that shall include, as a minimum: (a) names of Bidders, their Financial Bid, Bid security, findings of preliminary examination; and (b) attendance sheet. The BAC members shall sign the abstract of Bids as read and the observers may witness the same. The minutes of the proceedings of the Bid opening shall be available to the public upon written request and payment of a specified fee to recover cost of materials.

22. Evaluation and Comparison of Bids

- 22.1. Bids shall be evaluated by the BAC using the following criteria:

CRITERIA	POINT VALUE
a) Proposed Lease Value, including proposals for escalation and proposed lease term	10%
b) Operations Concept	40%

c) Expertise and Experience in Sports Education and Management	25%
d) Financial Capability	25%

**Project Cost shall refer to the cost of construction and all improvements on the leased premises.**

- 22.2. The Present Value (PV) method shall be adopted in the determination of the Lease Value, including escalation, using a discount rate of 6% compounded interest per annum, over the proposed lease duration.
- 22.3. The highest calculated bid is the bid with the highest sum of point values for: a) Lease Value, including escalation; PLUS b) Operations Concept; PLUS c) Expertise and Experience; PLUS d) Financial Capability.
- 22.4. Any effort by a bidder to influence CGN in its decision with respect to Bid evaluation, Bid comparison or contract award will result in the rejection of the Bidder's Bid.
- 22.5. According to the established criteria, the Bids and Awards Committee (BAC) is allotted 30 days to finalize the evaluation process and determine the highest calculated bid.

**23. Post-Qualification**

- 23.1. The post-qualification shall verify, validate, and ascertain all statements made and documents submitted by the bidder with the Highest Calculated Bid to determine the Highest Calculated and Responsive Bid. The Bids and Awards Committee (BAC) has 15 days to complete the process.
- 23.2. The determination shall take into account the Bidder's legal, financial and technical capabilities. It shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 7, as well as such other information as CGN deems necessary and appropriate.

An affirmative determination shall be a prerequisite for award of the Project to the Bidder. A negative determination shall result in rejection of the Bidder's Bid, in which event CGN shall proceed to the next Highest Calculated Bid to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Highest Calculated Bid, and so on until the Highest Calculated Responsive Bid is determined for contract award.

**24. CGN's Right to Reject Bids, Declare a Failure of Bidding, and not to Award the Lease Contract**

- 24.1. Based on the following grounds, CGN reserves the right to reject any and all Bids, declare a Failure of Bidding at any time prior to the Lease Agreement award, or not to award the contract, without thereby incurring any liability, and makes no assurance that a contract shall be entered into as a result of the bidding:
  - a) If there is prima facie evidence of collusion between any of the bidders and officers or employees of CGN, or between the BAC Members, TWG and Secretariat, or if the collusion is between or among the bidders themselves, or between a bidder and a third party/NGO, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;

- b) If the BAC is found to have failed in following the prescribed bidding procedures; or
- c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the Government as follows:
  - if the physical and economic conditions have significantly changed so as to render the Project no longer economically, financially or technically feasible as determined by CGN; and
  - if the Project is no longer necessary as determined by CGN.

24.2. In addition, CGN may likewise declare a Failure of Bidding when:

- a) No prospective bidder submits a bid;
- b) No bids are received;
- c) All bidders are declared ineligible;
- d) All bids failed to comply with all the bid requirements;
- e) If no bidder passes the post-qualification;
- f) If no responsive bidder accepts the Notice of Award or signs the Lease Agreement;
- g) If no award is made.

## 25. Award Criteria

- 25.1. The highest calculated bid is the bid with the highest sum of point values for: a) Lease Value, including escalation; PLUS b) Operations Concept c) Expertise and Experience; PLUS d) Financial Capability.
- 25.2. Subject to **ITB** Clause 25, the BAC shall recommend to the City Mayor the issuance of a Notice of Award (NOA) to the Bidder whose Bid has been determined to be responsive and eventually determined to be the Highest Calculated Responsive Bid.
- 25.3. In case of a tie in the highest calculated bid, a tie-breaking process shall be conducted in accordance with applicable government procedures.

## 26. Notice of Award

- 26.1. Prior to the expiration of the period of Bid validity, CGN shall notify the successful Bidder in writing that its Bid has been accepted, through a Notice of Award (NOA) received personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within five (5) days from receipt by the successful Bidder and submitted personally or sent by registered mail or electronically to CGN.
- 26.2. Upon the issuance of the NOA to the successful Bidder, CGN shall promptly notify each unsuccessful Bidder of the fact of award to the successful Bidder, pursuant to **ITB** Clause 27.

## 27. Signing of the Lease Agreement

- 27.1. CGN reserves the right to suggest any plan enhancement, improvement or alteration in the original submitted plans before ratification by the Sangguniang Panlungsod of the Lease Contract, provided the same will not result in the increase of the proposed Project Cost.
- 27.2. For the above purpose, upon issuance of the NOA, the Winning Bidder is required to discuss with the CGN details of the terms and conditions of the lease, including:

- a. the obtaining of all necessary permits, licenses and approvals for the construction of the Project; and
  - b. the requirement of employing at least eighty percent (80%) of the workforce, from construction to operation, from among registered voters of Naga City.
- 27.3. CGN shall, then, send the Lease Agreement to the Bidder, incorporating therein the bid terms.
- 27.4. Within five (5) calendar days from receipt of the Lease Agreement, the successful Bidder shall sign and date the same and return it to CGN for ratification by the Sangguniang Panlungsod.

## **28. Performance Security**

- 28.1. Before signing of the Lease Agreement and to guarantee full implementation, the successful Bidder shall furnish CGN the required Performance Security, equivalent to thirty percent (30%) of the Project Cost.
- 28.2. The Performance Security shall be payable to “City Government of Naga” and may be in the form of certified/cashier’s/manager’s check issued by a Philippine local bank. If the posted security is in the form of a **surety** bond, the same must come from a surety company that is reputable and acceptable to the CGN.
- 28.3. The performance security shall be denominated in Philippine Pesos. It shall remain valid and shall be released only after issuance of the Certificate of Final Acceptance by the City Government of Naga.
- 28.4. Failure of the successful Bidder to comply with the requirement of **ITB** Clauses 28.1 or 29.4 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security, in which event CGN shall initiate and complete the post qualification of the second Highest Calculated Bid. The procedure shall be repeated until the Highest Calculated Responsive Bid is identified and selected for contract award. However if no Bidder passed post-qualification, the BAC shall declare the bidding a failure.

## **29. Notice to Proceed**

- 29.1. The Lease Agreement shall serve as the Notice to Proceed and shall be effective upon ratification by the Sangguniang Panlungsod.
- 29.2. Construction by the Winning Bidder on the leased property must be completed within the timeframe stated on its bid, reckoned from the date of ratification of the Lease Contract by the Sangguniang Panlungsod.
- 29.3. The Lessee is hereby prohibited to contract or sub-contract construction of the Project or any part thereof to any contractor who is blacklisted by any government agency.

## **30. Protests on the Decisions of the BAC**

- 30.1. Decisions of the BAC at any stage may be questioned by filing a request for reconsideration within the three (3) calendar days upon receipt of written notice or upon verbal notification. The BAC shall decide on the request for reconsideration within seven (7) calendar days from receipt thereof.

If a failed bidder signifies intention to file a request for reconsideration, the BAC shall keep the bid envelopes of the said failed bidder unopened and/or duly sealed until such time that the request for reconsideration has been



resolved.

- 30.2. In the event that the request for reconsideration is denied, decisions of the BAC may be protested in writing to the CGN; provided, however, that a prior request for reconsideration should have been filed by the party concerned in accordance with **ITB** Clause 32.1, and the same has been resolved.
- 30.3. The protest must be filed within seven (7) calendar days from receipt by the bidder concerned of the resolution of the BAC denying its request for reconsideration. A protest may be made by filing a verified position paper with the CGN, accompanied by the payment of a non-refundable protest fee in an amount equivalent to one percent (1%) of the Total Project Cost.
- 30.4. The verified position paper shall contain the following information:
- a) The name of the bidder;
  - b) The office address of the bidder;
  - c) The name of the Project;
  - d) The implementing office/agency;
  - e) A brief statement of facts;
  - f) The issue to be resolved; and
  - g) Such other matters and information pertinent and relevant to the proper resolution of the protest.
- 30.5. The position paper is verified by an affidavit that the affiant has read and understood the contents thereof and that the allegations therein are true and correct based on his personal knowledge or on authentic records.
- 30.6. An unverified position paper shall be considered unsigned, producing no legal effect, and resulting to the outright dismissal of protest.
- 30.7. In all of the foregoing circumstances, all bidders shall exhaust available administrative procedures provided herein before seeking judicial action, remedy or intervention. For this purpose, prospective bidders shall execute an undertaking to that effect and shall form part of its Technical Proposal. Violation of the foregoing will result in the dismissal of the motion for reconsideration or protest as the case may be, plus forfeiture of the bid security.

## Section IV

### **TECHNICAL SPECIFICATIONS**

CGN intends to seek investors who will lease, develop and utilize for a maximum period of fifteen (15) years, renewable for a maximum of another fifteen (15) years under terms and conditions that may be agreed upon between the CGN and the lessee, portions of the Metro Naga Sports Complex, more particularly described as follows:

#### **A. DESCRIPTION OF THE PROJECT AREA**

The Metro Naga Sports Complex is owned and controlled by the CGN. Completed in 1997, it serves as Naga City's primary sports facility. It is situated in a 10-hectare lot situated in Barangay Pacol, Naga City.

The Metro Naga Sports Complex has facilities such as a rubberized track oval, a grandstand, a baseball court, a football field, a tennis court and an Olympic swimming pool. It also dormitories and offices along the hallways of the Grandstand. It has free spaces which can be used for parking of vehicles and for other activities.

Within the Metro Naga Sports Complex sits the Naga City Children's Home.

#### **B. AREAS AVAILABLE FOR LEASE**

The areas available for lease are the following portions of the Metro Naga Sports Complex:

- a) Grandstand
- b) Dormitories and offices along the hallways of the Grandstand
- c) Comfort Rooms and Dressing Rooms
- d) Football Field
- e) Track Oval
- f) Tennis Courts and gallery
- g) Swimming Pool and gallery and kiosks
- h) Baseball/Softball Field
- i) Parking Area, except the front portion of the Metro Naga Sports Complex stretching from the gate and front fence to the Grandstand and the Naga City Children's Home

These portions are to be developed subject to the Development Guidelines provided for under Ordinance No. 2023-096 and Section IV – Technical Specifications. **Bidders must bid for ALL OF THE AFORESAID PORTIONS of the Metro Naga Sports Complex.**

#### **C. MINIMUM DEVELOPMENT GUIDELINES**

The lessee of the Metro Naga Sports Complex must commit, at the minimum, to the following developments or investments:

- a. Repair of grandstand roof
- b. Rehabilitation of the dormitories and offices
- c. Refurbishment of the track enclosure and grounds, tennis courts, swimming pool and other sports facilities in Metro Naga Sports Complex
- d. Landscaping and beautification of the complex

Additionally, in the lease of the aforesaid portions of the Metro Naga Sports Complex, the lessee must acknowledge and commit to the following:

- a) The lessee shall have the primary and preferential right over the leased premises, but it shall ensure that LGU-Naga shall be allowed access and use of the same for the following purposes:
  - Palarong Panlungsod, Palarong Bicol and Palarong Pambansa
  - Miss Bicolandia
  - Events related to the Peñafrancia Fiesta where the city is co-host
  - Thirty (30) days, whether continuous or broken, of free use by LGU-Naga of the said facilities for whatever occasion or event duly-approved by the City Mayor. For this purpose, LGU-Naga and the lessee shall maintain a book of account or a register of activities wherein the activities charged against the said free use shall be recorded.
- b) The lessee must warrant that it will allow the free use of the Leased Facilities for training of athletes who have won in any event in the Palarong Panlungsod. For this purpose, the lessee and LGU-Naga shall set up an Athlete Registry System;
- c) The lessee must concur to the continuous stay and use of the Naga City Children’s Home in the Metro Naga Sports Complex, provided that, within two months after the effectivity of the Lease, LGU-NAGA shall endeavor to install a sub-meter for the water and electricity in the Naga City Children’s Home and consequently pay its water and electricity expenses.
- d) Whenever required by statutes or any government rule or regulation, the lessee must secure the necessary permits before the holding of any event and/or occasion in the leased areas.

D. CONSTRUCTION TIMETABLE

Construction on all or portions of the leased Property must be completed within the timeframe provided under the submitted Bid of the prospective lessee, reckoned from the date of ratification of the Lease Contract by the Sangguniang Panlungsod.

E. TERMS OF LEASE

- 1. Monthly Rental - at least One Hundred Thousand Pesos (P100,000.00/month). The rental rate shall be reviewed every after five years.
- 2. Security Deposit – equivalent to three (3) months rental, payable upon signing of the Lease Agreement;
- 3. Advance Rental – equivalent to three (3) months rental, payable upon turn-over of possession and control over the leased premises;
- 4. Duration of Lease – maximum of fifteen (15) years, renewable for a maximum of another fifteen (15) years **under terms and conditions that may be agreed upon between the CGN and the lessee;**
- 5. Turn-over of Improvements – all permanent improvements introduced by the lessee shall be fully turned over to the City Government of Naga upon expiration of the Lease Contract, **unless a new Lease Contract is executed with the City Government.**

F. EVALUATION CRITERIA

- 1. Bids shall be evaluated by the BAC using the following criteria:

CRITERIA	POINT VALUE
a) Proposed Lease Value, including proposals for escalation and proposed lease term	10%
b) Operations Concept	40%
c) Expertise and Experience in Sports Education and Management	25%
d) Financial Capability	25%

**Project Cost shall refer to the cost of construction and all improvements on the leased premises.**

2. CGN reserves the right to suggest any plan enhancement, improvement or alteration in the original submitted plans before ratification by the Sangguniang Panlungsod of the Lease Contract, provided the same will not result in the increase of the proposed Project Cost.

For the above purpose, the Winning Bidder is required to discuss with the CGN details of the terms and conditions of the lease particularly:

- 2.1. the obtaining of all necessary permits, licenses and approvals for the construction of the Project; and
- 2.2. the requirement of employing at least eighty percent (80%) of the workforce, from construction to operation, from among registered voters of Naga City.

#### **G. OTHER PROVISIONS**

1. The Winning bidder shall agree to hire at least eighty percent (80%) of its workers, from construction to operation, from among registered voters of Naga City. **For this purpose, a list of the names and addresses of all its employees shall be submitted to the City Government of Naga at the beginning of each year from the signing of the Lease Contract.**
2. The Lessee is hereby prohibited to contract or sub-contract construction of the Project or any part thereof to any contractor who is blacklisted by any government agency.
3. **Bidders shall furnish Bid Security**, which shall be non-interest bearing, in an amount equivalent to **five percent (5%) of the Project Cost**.
4. **A Performance Security** equivalent to thirty percent (30%) of the proposed Project Cost shall be posted by the winning bidder to guarantee full implementation. If the posted security is in the form of a **surety** bond, the same must come from a surety company that is reputable and acceptable to the CGN.



H. CURRENT SITE/PHYSICAL PLAN



## **SAMPLE BID FORMS**

[Country] }  
[City/Town/Municipality] }  
S.S.

#### A.2.4 E-Mail Address

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A.3. Type of Bidder's organization (please check)

- ( ) Sole Proprietorship  
( ) Partnership  
( ) Corporation

A.4. Person managing the affairs of the Bidder's organization:

(Use additional sheets if necessary, but immediately after this page).

NAME	DESIGNATION

## B. LEGAL ASPECT

B.1 Date when the Bidder's organization was registered: \_\_\_\_\_

B.2 Place of Registration: \_\_\_\_\_

B.3 If the Bidder is a Sole Proprietorship, name of the owner:

\_\_\_\_\_

B.4 If the Bidder is a Partnership, name and value of contribution of partners

(Use additional sheets if necessary, but immediately after this page).

NAME	PERCENTAGE OF OWNERSHIP	VALUE OF CONTRIBUTION (IN PESO)

B.5 If the Bidder is a Corporation:

B.5.1 Name of Major Stockholders and extent of their financial control

(Use additional sheets if necessary, but attach immediately after this page).

NAME	AUTHORIZED CAPITAL	PAID-UP CAPITAL	EXTENT OF FINANCIAL CONTROL (%)

B.5.2 Members of the Board of Directors of the Corporation  
(Use additional sheet if necessary, but attach immediately after this page).

NAME	DESIGNATION

B.7 List of Subsidiaries and Affiliates, if any

NAME OF COMPANY	NATURE OF BUSINESS	AUTHORIZED CAPITAL	PERCENTAGE OF OWNERSHIP	PAID-UP CAPITAL

**C. TECHNICAL ASPECTS**

C.1. Organization (Use additional sheet, if necessary, but attach immediately after this page).

C.1.1 Name of key officers and managers in the Organization:

NAME	DESIGNATION

C.1.2 Personnel in Present Organization:

POSITION/NATURE OF WORK	NUMBER OF PERSONNEL



C.1.3 Key technical personnel to be assigned to the Project

POSITION/NATURE OF WORK	NAME OF NOMINATED PERSONNEL

C.2. Additional Performance Data

C.2.1 Contracts which the Bidder has failed to complete. (Use additional sheet, if necessary, but attach immediately after this page).

NAME OF PROJECT	LOCATION	OWNER	REASON FOR FAILURE TO COMPLETE

C.2.2 Contracts which the Bidder's official/partner/associate has failed to complete. (Use additional sheet, if necessary, but attach immediately after this page).

NAME OF PROJECT	LOCATION	OWNER	REASON FOR FAILURE TO COMPLETE

**D. FINANCIAL ASPECTS (Data provided here should be consistent with the latest Audited Financial Statement, use a separate sheet if necessary.)**

SUMMARY OF FINANCIAL RESOURCES AS OF \_\_\_\_\_, 20 \_\_\_\_

ASSETS		
(1)	Cash:	
	(a) On Hand	PhP
	(b) In Bank	
	Total Cash On-Hand and In-Bank	PhP
(2)	Other Current Assets: (itemize below)	
	(a)	PhP
	(b)	
	(c)	
	(d)	
	(e)	
	Total Other Current Assets	PhP
(3)	Non-Current Assets: (itemize below)	
	(a)	PhP
	(b)	
	(c)	
	(d)	
	(e)	
	Total Non-Current Assets	PhP
	<b>TOTAL ASSETS</b>	PhP
LIABILITIES AND NET WORTH		
LIABILITIES		
(1)	Current Liabilities: (itemize below)	
	(a)	PhP
	(b)	
	(c)	
	(d)	
	(e)	
	Total Current Liabilities	PhP
(2)	Non-Current Liabilities: (itemize below)	
	(a)	PhP
	(b)	
	(c)	
	(d)	
	(e)	
	Total Non-Current Liabilities	PhP
	<b>TOTAL LIABILITIES</b>	PhP

NET WORTH		
	If Single Proprietorship or Partnership, Proprietor or Partners' Equity:	
	(a)	PhP
	(b)	
	(c)	
	(d)	
	(e)	
	Less: Personal Drawings	PhP
	TOTAL	PhP
	ADD: NET INCOME FOR THE PERIOD	PhP
	<b>TOTAL NET WORTH</b>	PhP
	If Corporation:	
	Capital Stock	PhP
	Preferred (describe fully):	
	(a)	PhP
	(b)	
	(c)	
	(d)	
	(e)	
	TOTAL	PhP
	ADD: PAID-IN SURPLUS (if any)	PhP
	TOTAL CAPITAL STOCK PAID-UP	PhP
	<b>TOTAL NET WORTH</b>	PhP
	<b>TOTAL LIABILITIES AND NET WORTH</b>	PhP

SUBSCRIBED AND SWORN TO before me this \_\_\_\_day of \_\_\_\_\_, 20\_\_, affiant exhibiting to me his/her \_\_\_\_\_ No. \_\_\_\_\_, issued at \_\_\_\_\_ on \_\_\_\_\_.

Notary Public

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**Omnibus Sworn Statement**

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REPUBLIC OF THE PHILIPPINES )  
CITY OF \_\_\_\_\_) S.S.

**A F F I D A V I T**

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 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 of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for [Name of the Project] of the [Name of the Procuring Entity];

*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 and/or to represent the [Name of Bidder] in the bidding as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate issued by the corporation or the members of the joint venture)];

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;

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 City Government of Naga (CGN) or its duly authorized representative(s) to verify all the documents submitted;

**6. *Select one, delete the rest:***

*If a sole proprietorship:* I am not related to any member of the CGN, members of the BAC,



the Technical Working Group, and the Secretariat 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 any member of the CGN, members of the BAC, the Technical Working Group, and the Secretariat by consanguinity or affinity up to the third civil degree;

*If a corporation:* None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to any member of the CGN, members of the BAC, the Technical Working Group, and the Secretariat 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 following responsibilities as a Bidder:
  - a) Carefully examine all of the Bid Documents and the Terms of Reference;
  - b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;
  - c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and d) Inquire or secure Supplemental/Bid Bulletin(s) issued for the [Name of the Project].

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

\_\_\_\_\_  
Bidder's Representative/ Authorized Signatory

**SUBSCRIBED AND SWORN TO** before me this \_\_\_\_\_day of \_\_\_\_\_, 20\_\_\_\_, affiant exhibiting to me his /her \_\_\_\_\_ No. \_\_\_\_\_ issued on \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_, Philippines.

Notary Public

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**PROOF OF TRACK RECORD**  
**LIST OF SPORTS EDUCATION AND MANAGEMENT PROJECTS**

<b>Name &amp; Description of Project</b>	<b>Location</b>	<b>Contact Person &amp; Tel. No.</b>	<b>Project Cost (PhP)</b>	<b>Bidder's Involvement (Project Proponent, Organizer, Sponsor or Partner)</b>	<b>Value of Investment Made</b>	<b>Date Started Operations</b>	<b>Status of Project</b>	<b>Remarks</b>

*Note: Please use another sheet if necessary, but attach immediately after this page. This should be supported with documents proving above listed projects, such as but not limited to a document showing proof of project implementations, photos of the activities held, contracts and others.*

\_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Name and Signature of Representative)

\_\_\_\_\_  
(Position)

FINANCING PLAN

EQUITY

PARTICULARS	REFERENCE	AMOUNT
TOTAL ASSETS	Audited financial statement (place year here: _____)	
TOTAL LIABILITIES	Audited financial statement (place year here: _____)	
EQUITY		
TOTAL PROJECT COST (TPC)		
% OF EQUITY TO TPC		

FUND SOURCES TO FINANCE THE PROJECT

FUND SOURCE	PARTICULARS	AMOUNT

*Note: In case of loan, the Bank Certification (ITB Clause 7.1.c.iii) must state that the bidder is qualified to obtain a credit line if awarded the Project, and further stating the amount.*

\_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Name and Signature of Representative)

\_\_\_\_\_  
(Position)

**SUBSCRIBED AND SWORN TO** before me this \_\_\_\_\_day of \_\_\_\_\_, 20\_\_\_\_, affiant exhibiting to me his/her \_\_\_\_\_ No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_, Philippines.

Notary Public

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WORK PLAN AND  
SCHEDULE OF THE CAPITAL INVESTMENT COMMITMENT

I. Schedule of Capital Investment

The Investment Commitment of Philippine Pesos \_\_\_\_\_ (PhP \_\_\_\_\_) shall be  
disbursed as follows:

MONTH	INVESTMENT AMOUNT	MONTH	INVESTMENT AMOUNT	MONTH	INVESTMENT AMOUNT
1		13		25	
2		14		26	
3		15		27	
4		16		28	
5		17		29	
6		18		30	
7		19		31	
8		20		32	
9		21		33	
10		22		34	
11		23		35	
12		24		36	
Sub-total		Sub-total		Sub-total	
				Grand Total	

II. Timetable and Major Development Milestones

Project Commitment	Project Cost	Commencement Date	Completion Date

*Note: This should be supported by signed conceptual design, features and amenities of investment commitments.*

\_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Name and Signature of Representative)

\_\_\_\_\_  
(Position)

**SUBCRIBED AND SWORN TO** before me this \_\_\_\_\_day of \_\_\_\_\_, 20\_\_, affiant  
exhibiting to me his/her \_\_\_\_\_ No. \_\_\_\_\_ issued on  
\_\_\_\_\_ at \_\_\_\_\_, Philippines.

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[Country] }  
[City/Town/Municipality] } S.S.

## UNDERTAKING TO EXHAUST ADMINISTRATIVE REMEDIES

**I HEREBY UNDERTAKE** that \_\_\_\_\_ (Name of Bidder), its partners, directors, officers, representatives, agents and employees shall bind themselves to exhaust available remedies/procedures to its finality provided under the Bid Documents and Terms of Reference for the **LEASE, DEVELOPMENT AND UTILIZATION OF CERTAIN PORTIONS OF THE METRO NAGA SPORTS COMPLEX in NAGA CITY, PHILIPPINES** before resorting to or seeking judicial action, remedy or intervention in the event of motion for reconsideration and protest.

\_\_\_\_\_  
(Name of Bidder), its partners, directors, officers, representatives,  
agents and employees hereby commit themselves to comply with the foregoing and any  
violation thereof will result in the outright dismissal of the motion for reconsideration or protest  
as the case may be, plus forfeiture of the bid security.

I am making this undertaking as part of the Technical Proposal for the **LEASE, DEVELOPMENT AND UTILIZATION OF CERTAIN PORTIONS OF THE METRO NAGA SPORTS COMPLEX in NAGA CITY, PHILIPPINES**

**WHEREFORE**, I have hereunto affixed my signature this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
at \_\_\_\_\_, Philippines.

Affiant

**SUBSCRIBED AND SWORN TO** before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, affiant exhibiting to me his/her \_\_\_\_\_ No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_, Philippines.

Notary Public

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**PROPOSAL FOR MONTHLY RENTAL, ESCALATION RATE  
AND LEASE DURATION**

NAME OF PROJECT:       **LEASE, DEVELOPMENT AND UTILIZATION OF CERTAIN  
PORTIONS**  
**OF THE METRO NAGA SPORTS COMPLEX**

I. **MINIMUM GUARANTEED MONTHLY LEASE** (minimum bid: PhP  
100,000.00/MONTH):

**Amount of Monthly Rental (Grand Total) in Figures: PhP** \_\_\_\_\_

**Amount of Monthly Rental (Grand Total) in Words:** \_\_\_\_\_

\_\_\_\_\_

II. **ESCALATION RATE:**

**Percentage Escalation in Words:** \_\_\_\_\_

**Percentage Escalation in Figures:** \_\_\_\_\_

III. **DURATION OF LEASE** (maximum of 15 years, renewable for a maximum of another 15 years  
under terms and conditions that may be agreed upon between the CGN and the lessess):

**Number of Years in Words:** \_\_\_\_\_

**Number of Years in Figures:** \_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_  
(Name and Signature of Representative)

\_\_\_\_\_  
(Position)

**SUBCRIBED AND SWORN TO** before me this \_\_\_\_\_day of \_\_\_\_\_, 20\_\_\_\_, affiant  
exhibiting to me his/her \_\_\_\_\_ No. \_\_\_\_\_ issued on  
\_\_\_\_\_ at \_\_\_\_\_, Philippines.

Notary Public

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**COMMITMENT FOR THE PAYMENT OF  
THE SECURITY DEPOSIT**

(Bidder's Letterhead)

(Date)

The Chairman  
Bids and Awards Committee  
City Government of Naga  
City Hall Compound, Miranda Ave., Naga City

**Subject:** Lease, Development and Utilization of Certain Portions of the Metro Naga Sports Complex

Sir:

Pursuant to your Instruction and Terms of Reference (TOR) for the **LEASE, DEVELOPMENT AND UTILIZATION OF CERTAIN PORTIONS OF THE METRO NAGA SPORTS COMPLEX in NAGA CITY, PHILIPPINES**, subject to all conditions and related parts of said documents, we/I hereby commit to pay the Security Deposit equivalent to THREE (3) MONTHS RENTAL, in the amount of \_\_\_\_\_ (PhP \_\_\_\_\_), in the form of a certified/cashier's/manager's check payable to "CITY GOVERNMENT OF NAGA" immediately upon signing of the Lease Agreement, if (Name of Bidder) is declared as the winning Bidder for the Project.

Very truly yours,

\_\_\_\_\_  
(Name and Signature of Representative)

\_\_\_\_\_  
(Position)

**SUBSCRIBED AND SWORN TO** before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, affiant exhibiting to me his/her \_\_\_\_\_ No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_, Philippines.

Notary Public

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**COMMITMENT FOR THE PAYMENT OF  
ADVANCE RENTAL**

(Bidder's  
Letterhead)

(Date)

The Chairman  
Bids and Awards Committee  
City Government of Naga  
City Hall Compound, Miranda Ave., Naga City

**Subject:** Lease, Development and Utilization of Certain Portions of the Metro Naga Sports Complex

Sir:

Pursuant to your Instruction and Terms of Reference (TOR) for the **LEASE, DEVELOPMENT AND UTILIZATION OF CERTAIN PORTIONS OF THE METRO NAGA SPORTS COMPLEX in NAGA CITY, PHILIPPINES**, subject to all conditions and related parts of said documents, we/I hereby commit to pay the Advance Rental equivalent to THREE (3) MONTHS RENTAL, in the amount of \_\_\_\_\_ (PhP \_\_\_\_\_), in the form of a certified/cashier's/manager's check payable to "CITY GOVERNMENT OF NAGA" immediately upon turn-over of possession and control over the leased premises, if \_\_\_\_\_ (Name of Bidder) is declared as the winning Bidder for the Project.

Very truly yours,

\_\_\_\_\_  
(Name and Signature of Representative)

\_\_\_\_\_  
(Position)

**SUBSCRIBED AND SWORN TO** before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, affiant exhibiting to me his/her \_\_\_\_\_ No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_, Philippines.

Notary Public

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