



**PHILIPPINE NATIONAL OIL COMPANY
PNOC BLDG. 6, ENERGY CENTER, RIZAL DRIVE,
BONIFACIO GLOBAL CITY, TAGUIG CITY**

PHILIPPINE BIDDING DOCUMENTS

**Construction of Ramp at Main Gate of PNOC Energy
Supply Base
Invitation to Bid No. 2021-08-183**

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

Contractor – is a natural or juridical entity whose proposal was accepted by the Procuring Entity and to whom the Contract to execute the Work was awarded. Contractor as used in these Bidding Documents may likewise refer to a supplier, distributor, manufacturer, or consultant.

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid



PHILIPPINE NATIONAL OIL COMPANY

PNOC Building VI, Energy Center
Rizal Drive, BGC, Taguig City
Tel. No.: (02) 8789 – 7662

www.pnoc.com.ph

www.philgeps.gov.ph

INVITATION TO BID

RE-BIDDING FOR THE CONSTRUCTION OF RAMP AT MAIN GATE OF PNOC ENERGY SUPPLY BASE

Invitation to Bid No. 2021-08-183

1. The *Philippine National Oil Company*, through the *2021 Approved Corporate Operating Budget* intends to apply the sum of **One Million Three Hundred Thousand Pesos (PhP1,300,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for **Construction of Ramp at Main Gate of Energy Supply Base**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Philippine National Oil Company*, now invites bids for the above Procurement Project. Completion of the Works is required within ninety (90) calendar days. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from *Philippine National Oil Company*, and inspect the Bidding Documents at the address given below during **working days from 8:00 AM to 5:00 PM**.
5. A complete set of Bidding Documents may be acquired by interested bidders starting **August 25, 2021** from given address and website/s below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of One Thousand Five Hundred Pesos (P1,500.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.
6. The *Philippine National Oil Company*, will hold a Pre-Bid Conference on **September 2, 2021 (11:30 NN)** through videoconferencing via **Zoom** which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below, on or before **September 16, 2021 (10:00 AM)**. Late bids shall not be accepted.

8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 15.
9. Bid opening shall be on **September 16, 2021 (10:30 PM)** at the given address below and through video-conferencing via **Zoom**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The *Philippine National Oil Company*, reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

The Secretariat

Bids and Awards Committee

Philippine National Oil Company

G/F PNOC Bldg. 6, Energy Center, Rizal Drive,

Bonifacio Global City, Taguig City

Tel. Nos.: 8789 – 7605

Fax Nos.: 8812 – 6041 / 8840 – 1440

Email: rgvergara@pnoc.com.ph

Website: www.pnoc.com.ph / www.philgeps.gov.ph

12. You may visit the following websites:

For downloading of Bidding Documents: www.pnoc.com.ph / www.philgeps.gov.ph


EVANGELINE B. ALBAYTAR
BAC Chairperson *b*

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, *Philippine National Oil Company* invites Bids for the ***Construction of Ramp at Main Gate of PNOC Energy Supply Base***, with Project Identification Number ***2021-08-183***.

The Procurement Project (referred to herein as “Project”) is for the construction of Works, as described in Section VI (Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for 2021 in the amount of ***One Million Three Hundred Thousand Pesos (PhP1,300,000.00)***.

2.2. The source of funding is:

- a. GOCC and GFIs, the Corporate Operating Budget.

3. Bidding Requirements

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

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

The Bidder, by the act of submitting its Bid, shall be deemed to have inspected the site, determined the general characteristics of the contracted Works and the conditions for this Project, such as the location and the nature of the work; (b) climatic conditions; (c) transportation facilities; (c) nature and condition of the terrain, geological conditions at the site communication facilities, requirements, location and availability of construction aggregates and other materials, labor, water, electric power and access roads; and (d) other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to current prices using the PSA's CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.

A contract is considered to be "similar" to the contract to be bid if it has the major categories of work stated in the **BDS**.
- 5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

6. Origin of Associated Goods

There is no restriction on the origin of Goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN.

7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than fifty percent (50%) of the Project.

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address and/or through videoconferencing via Zoom as indicated in paragraph 6 of the **IB**.

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents Comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.
- 10.3. A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

11. Documents Comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section IX. Checklist of Technical and Financial Documents**.
- 11.2. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.3. For Foreign-funded procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Alternative Bids

Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic technical design as indicated in the drawings and

specifications. Unless there is a value engineering clause in the **BDS**, alternative Bids shall not be accepted.

13. Bid Prices

All bid prices for the given scope of work in the Project as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances as determined by the NEDA and approved by the GPPB pursuant to the revised Guidelines for Contract Price Escalation guidelines.

14. Bid and Payment Currencies

14.1. Bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

14.2. *Payment of the contract price shall be made in:*

- a. Philippine Pesos.

15. Bid Security

15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

15.2. The Bid and bid security shall be valid until ***one hundred twenty (120) calendar days from deadline of submission***. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

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

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

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

18.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

18.2. The preliminary examination of Bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 16 shall be submitted for each contract (lot) separately.

19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

20. Post Qualification

Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS), and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

Notes on the Bid Data Sheet (BDS)

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

- a. Information that specifies and complements provisions of the ITB must be incorporated.
- b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause			
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: <i>The contractor must have at least five (5) years of relevant experience and have completed two (2) projects on road construction / concreting.</i>		
7.1	<i>Subcontracting is not allowed.</i>		
10.3	<i>Valid PCAB License and Registration is required</i>		
10.4	The key personnel must meet the required minimum years of experience set below:		
	<u>Key Personnel</u>	<u>General Experience</u>	<u>Relevant Experience</u>
	Project Manager	min. 5 years professional experience as a project as a project engineer	min. 3 years of experience in road construction / concreting
	Safety Officer	min. 2 years	
	Foreman	min. 5 years of being a Foreman	min. 3 years of experience in road construction / concreting
	Welder	5 years of being a Welder	min. 3 years of experience in road construction / concreting
	Concrete Paver	min. 5 years of being a Concrete Paver	min. 3 years of experience in road construction / concreting
	Steel Man	min. 3 years of being a Steel Man	min. 2 years of experience in road construction / concreting
	Carpenter	min. 3 years of being a Carpenter	min. 2 years of experience in road construction /

	Labor/Helper/Spotter	min. 2 years of being a Labor/Helper/Spotter	concreting min. 2 years of experience in road construction / concreting																								
10.5	The minimum major equipment requirements are the following: <table><tr><td><u>Equipment</u></td><td><u>Min. No. of Units</u></td><td><u>Capacity</u></td></tr><tr><td>1. Vibratory Steel – Wheel Roller</td><td>1</td><td>6T</td></tr><tr><td>2. Backhoe Excavator / Breaker</td><td>1</td><td></td></tr><tr><td>3. Elf Truck</td><td>1</td><td></td></tr><tr><td>4. Dump Truck</td><td>1</td><td>10 cu m</td></tr><tr><td>5. Concrete Vibrator</td><td>1</td><td></td></tr><tr><td>6. Concrete Cutter</td><td>1</td><td></td></tr><tr><td>7. Welding Machine</td><td>1</td><td></td></tr></table>			<u>Equipment</u>	<u>Min. No. of Units</u>	<u>Capacity</u>	1. Vibratory Steel – Wheel Roller	1	6T	2. Backhoe Excavator / Breaker	1		3. Elf Truck	1		4. Dump Truck	1	10 cu m	5. Concrete Vibrator	1		6. Concrete Cutter	1		7. Welding Machine	1	
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6. Concrete Cutter	1																										
7. Welding Machine	1																										
12	Alternative bids shall not be accepted.																										
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: a. The amount of not less than PhP26,000.00 [two percent (2%) of ABC], if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; b. The amount of not less than PhP65,000.00 [five percent (5%) of ABC] if bid security is in Surety Bond.																										
19.2	Partial bid is not allowed.																										
20	None																										
21	Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling.																										

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Contractor, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. Scope of Contract

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

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

2. Sectional Completion of Works

If sectional completion is specified in the **Special Conditions of Contract (SCC)**, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date shall apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

3. Possession of Site

4.1. The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the **SCC**, which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.

4.2. If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under Annex "E" of the 2016 revised IRR of RA No. 9184.

4. The Contractor's Obligations

The Contractor shall employ the key personnel named in the Schedule of Key Personnel indicating their designation, in accordance with **ITB** Clause 10.3 and specified in the **BDS**, to carry out the supervision of the Works.

The Procuring Entity will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are equal to or better than those of the personnel listed in the Schedule.

5. Performance Security

- 5.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR.
- 5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

6. Site Investigation Reports

The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the SCC supplemented by any information obtained by the Contractor.

7. Warranty

- 7.1. In case the Contractor fails to undertake the repair works under Section 62.2.2 of the 2016 revised IRR, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.
- 7.2. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. Specific duration of the warranty is found in the SCC.

8. Liability of the Contractor

Subject to additional provisions, if any, set forth in the SCC, the Contractor's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

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

9. Termination for Other Causes

Contract termination shall be initiated in case it is determined *prima facie* by the Procuring Entity that the Contractor has engaged, before, or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to corrupt, fraudulent, collusive, coercive, and obstructive practices as stated in **ITB** Clause 4.

10. Dayworks

Subject to the guidelines on Variation Order in Annex “E” of the 2016 revised IRR of RA No. 9184, and if applicable as indicated in the **SCC**, the Dayworks rates in the Contractor’s Bid shall be used for small additional amounts of work only when the Procuring Entity’s Representative has given written instructions in advance for additional work to be paid for in that way.

11. Program of Work

11.1. The Contractor shall submit to the Procuring Entity’s Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the **SCC**.

11.2. The Contractor shall submit to the Procuring Entity’s Representative for approval an updated Program of Work at intervals no longer than the period stated in the **SCC**. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity’s Representative may withhold the amount stated in the **SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

12. Instructions, Inspections and Audits

The Contractor shall permit the GOP or the Procuring Entity to inspect the Contractor’s accounts and records relating to the performance of the Contractor and to have them audited by auditors of the GOP or the Procuring Entity, as may be required.

13. Advance Payment

The Procuring Entity shall, upon a written request of the Contractor which shall be submitted as a Contract document, make an advance payment to the Contractor in an amount not exceeding fifteen percent (15%) of the total contract price, to be made in lump sum, or at the most two installments according to a schedule specified in the **SCC**, subject to the requirements in Annex “E” of the 2016 revised IRR of RA No. 9184.

14. Progress Payments

The Contractor may submit a request for payment for Work accomplished. Such requests for payment shall be verified and certified by the Procuring Entity’s Representative/Project Engineer. Except as otherwise stipulated in the **SCC**, materials and equipment delivered on the site but not completely put in place shall not be included for payment.

15. Operating and Maintenance Manuals

15.1. If required, the Contractor will provide “as built” Drawings and/or operating and maintenance manuals as specified in the **SCC**.

- 15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity's Representative's approval, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from payments due to the Contractor.

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Works procured. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
2	Kindly refer to the Scope of Work/Technical Specifications/Milestones
4.1	Kindly refer to the Scope of Work/Technical Specifications/Milestones
6	The site investigation reports are: Kindly refer to the Scope of Work/Technical Specifications.
7.2	<i>In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures: Fifteen (15) years.</i>
10	No dayworks are applicable to the contract.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within <i>fifteen (15)</i> days of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is One Thousand Three Hundred Pesos (PhP1,300.00) .
13	The amount of the advance payment is 15% of the contract amount.
14	Materials and equipment delivered on the site but not completely put in place shall not be included for payment.
15.1	The date by which "as built" drawings are required within thirty (30) Calendar Days upon acceptance of the Punch List.
15.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is Thirteen Thousand Pesos (PhP13,000.00) .

Section VI. Specifications

I. SCOPE OF WORK

The contractor shall supply all required labor, tools, materials, equipment, and necessary supervision and technical expertise to execute and complete the construction of the ramp at PNOC ESB main gate including the demolition of the existing road and/or structure.

1. Mobilization;
2. Site inspection and layout of the road to be constructed as shown in Annex A;
3. Demolition/ Excavation of existing road and removal of concrete and disposal in the area assigned by PNOC to determine the subgrade elevation;
4. Backfilling of the area to achieve the required elevation and slope;
5. Compact and level the subgrade before placing 200mm thick aggregate subbase coarse;
6. Compact and level the subbase before placing 200mm thick aggregate base coarse;
7. Compact and level the base course before placing the formwork;
8. Installation of dowel bars at every concrete joint/contraction joint;
9. Pouring of concrete shall be subject to the approval of the PNOC duly authorized Engineer;
10. The concrete sample shall be taken and not less than 1 set consisting of 3 beam samples for every 50 cu. m. of concrete or fraction thereof placed each day;
11. Application of asphalt sealant at every construction joint/contraction joint;
12. Restoration of affected areas; and
13. Cleaning and demobilization.

II. LABOR REQUIREMENTS

The minimum key personnel and work experience requirements are the following:

Key Personnel	General Experience	Relevant Experience
Project Engineer	min. 5 years professional experience as a project engineer	min. 3 years of experience in road construction / concreting
Safety Officer	Safety Officer 2	
Foreman	min. 5 years of being a foreman	min. 3 years of experience in road construction / concreting
Welder	min. of 5 years of being a welder	min. 3 years of experience in road construction / concreting
Concrete paver / Mason	min. 5 years of being a concrete paver	min. 3 years of experience in road construction / concreting
Steel Man	min. of 3 years of being a steel man	min. 2 years of experience in road construction/concreting
Carpenter	min. of 3 years of being a carpenter	min. 2 years of experience in road construction/concreting
Labor/ Helper/ Spotter	min. of 2 years of being a labor/ helper/ spotter	min. 2 years of experience in road construction/concreting

The contractor's qualified safety personnel, supervisor, and lead foreman must always be present on site wherever work is being performed.

III. EQUIPMENT REQUIREMENTS

The minimum equipment requirements are the following:

Equipment	Capacity	Number of Units
Vibratory Steel-Wheel Roller	6T	Min. of (1)
Backhoe Excavator/ Breaker	-	Min. of (1)
Elf Truck	-	Min. of (1)
Dump Truck	10 cu m	Min. of (1)
Concrete Vibrator	-	Min. of (1)
Concrete Cutter	-	Min. of (1)
Welding Machine	-	Min. of (1)

IV. MATERIALS REQUIREMENTS

1. All materials below subgrade level to a depth of 150mm or to such greater depth as may be specified shall meet the requirements for topping soil of such gradation that all particles will pass a sieve with 75mm (3 inches) square openings and not more than 15 mass percent will pass the 0.075mm (No.200) sieve, as determined by AASHTO T 11. The material shall have a plasticity index of not more than 6 as determined by AASHTO T90 and a liquid limit of not more than 30 as determined by AASHTO T 89.
2. Aggregate for sub-base shall consist of hard, durable particles or fragments of crushed stone, crushed slag, or crushed or natural gravel and filler of natural or crushed sand or other finely divided mineral matter. The composite material shall be free from vegetable matter and lumps or balls of clays and shall be of such nature that it can be compacted readily to form a firm and stable sub-base.

The sub-base material shall conform to Table 1.0, Grading Requirements.

Table 1.0 – Grading Requirements

Sieve Designation		Mass Percent Passing
Standard, mm	Alternate US Standard	
50	2"	100
25	1"	55 – 85
9.5	3/8"	40 – 75
0.075	No. 200	0 - 12

3. The aggregate for base course shall consist of hard, durable particles or fragments of stone or gravel crushed to the size and quality requirements of the item. It shall be

clean and free from vegetable matters, lumps or balls of clay, and other deleterious substances. The material shall be of such nature that it can be compacted readily to form a firm, stable base.

The base material shall conform to the grading requirements of Table 2.0, Grading Requirements.

Table 2.0 – Grading Requirements

Sieve Designation		Mass Percent Passing	
Standard, mm	Alternate US Standard	Grading A	Grading B
50	2"	100	
37.5	1-1/2"	-	100
25.0	1"	60 – 85	-
19.0	3/4"	-	60 – 85
12.5	1/2"	35 – 65	-
4.75	No. 4	20 – 50	30 – 55
0.425	No. 40	5 – 20	8 – 25
0.075	No. 200	0 – 12	2 – 14

4. The concrete design should be 3500 psi, 14days, G1. Consistency of the concrete as measured in accordance with ASTM A143. The mixture shall have a slump value that ranges from 100mm – 150mm. No excessively wet concrete will be permitted. Concrete having a slump less than / more than that specified value will be rejected.
5. Reinforcing bars shall be deformed bars conforming to ASTM A615, Grade 40, weldable substantially free from mill scale, rust dirt grease, and other foreign matter.
6. Dowel Bars for every construction joints should be 12mm, 600mm in length spaced at 600mm on center
7. Cement shall be Portland cement conforming to ASTM C150 Type II.
8. Fine aggregate shall be washed inert natural sand conforming to ASTM C33.
9. Coarse aggregates shall be well-graded crushed stone or washed gravel conforming to ASTM C33.

V. BILL OF QUANTITIES

The contractor may refer to the table below for the preparation of the Bill of Quantities.

Item No.	Description	Qty.	Unit	Unit Cost	Total Cost
I.	General Requirements				
	Mobilization/Demobilization	1	lot		
	Permits and Licenses	1	lot		
	Warranty Bond	1	lot		
	Material Testing	1	lot		
	Safety Requirements	1	lot		
	As Built Drawing	1	lot		
	Subtotal				-
II.	Demolition of Existing Road Pavement	255	sq. m.		
	Subtotal				-
III.	Preparation of Sub-base Course (200mm thk)	255	sq. m.		
	Subtotal				-
IV.	Preparation of Base Course (200mm thk)	255	sq. m.		
	Subtotal				-
V.	Preparation of Concrete Pavement(300mm thk)	255	sq. m.		
	Subtotal				-
TOTAL PROJECT COST (Inclusive of All Taxes)					=I+II+III+IV+V

VI. DRAWINGS

The contractor should refer to Annex A for the location of the ramp, typical plan for two lane pavement, and the detailed ramp cross-sections for reference.

VII. PROJECT EXECUTION REQUIREMENTS

A. Methodology Requirements

1. The Contractor shall validate and check any conditions on-site which may have an effect on the work and shall immediately notify PNOC commencing the works.
2. The Contractor shall have demolished the existing structure/ road.
3. Road layout shall be subject to PNOC approval before commencing road excavation.
4. The Contractor shall compact the material placed in all embankment layers until a uniform density of not less than 100 mass percent of the maximum dry density determined by AASHTO T99 Method C, is attained, at a moisture content determined by the Engineer to be suitable for such density.
5. The Contractor shall during the process of the work, make density tests of compacted material in accordance with AASHTO T 191, T 105, or other approved field density tests.
6. The aggregate subbase and base course material shall be placed at a uniform mixture on a prepared subgrade in a quantity that will provide the required compacted thickness. The aggregate subbase shall be spread and compacted in two or more layers of approximately equal thickness, and the maximum compacted thickness of any layer shall not exceed 150 mm. All subsequent layers shall be

spread and compacted in a similar manner. The moisture content of subbase material shall, if necessary, be adjusted prior to compaction by watering with approved sprinklers mounted on trucks or by drying out, as required in order to obtain the required compaction. Compaction of each layer shall continue until a field density of at least 100 percent of the maximum dry density determined in accordance with AASHTO T 180, Method D has been achieved. In-place density determination shall be made in accordance with AASHTO T 191.

If the layer of subbase and base course material, or part thereof, does not conform to the required finish, the Contractor shall, at his own expense, make the necessary corrections.

7. Concrete surfaces shall be free from fins, bulges, ridges, offsets, honeycombs, or roughness of any kind, and shall present a finished, smooth, continuous hard surface.
8. Before execution of concrete pouring, the contractor must first notify the PNOC representative or PNOC Project Engineer/Inspector to check and inspect the area to be concreted.
9. A concrete vibrator and screed should be used during the pouring of concrete.
10. The samples shall be cured and tested on time and in accordance with the standard testing of materials (ASTM C78 – three-point loading).
11. The concreted pavement shall be cured every day by sprinkling water and shall cut the pavement as indicated in the drawing 24 hours after the concrete pouring.
12. The concrete sample shall be taken and not less than 1 set consisting of 3 beam samples for every 50 cu. m. of concrete or fraction thereof placed each day.
13. If the concrete sample failed to meet the required strength, the contractor is obliged to conduct a core test or load to verify the results.
14. All material testing and quality control expenses shall be shouldered by the Contractor.
15. All material testing shall be conducted by a third party accredited by BRS/DPWH standards and American Standard Testing of Materials witness by the PNOC representative.
16. All works, which are not in accordance with this Terms of Reference, shall be corrected at the Contractor's expense.
17. All matters/changes relative to the project specifications shall be brought to the attention of PNOC or the Project Engineer/Inspector assigned to the project.
18. The contractor shall submit all relevant documents to PNOC ESB on or before the date of final acceptance of the project such as: Final Joint Measurement, Final Quantification, As-built drawing, etc.

B. General Conditions

1. A joint inspection must be conducted by the Contractor and PNOC Representatives on the specific works to be done for the project.
2. The contractor is required to inspect and examine the site and the surroundings of the proposed project to arrive at an estimate of the labor, materials, and equipment necessary to carry out the work.
3. The contractor is required to secure the required surety, performance, and guarantee bonds prior to the commencement of work.

4. The contractor is required to submit the following items subject for approval of PNOC within 15 days after issuance of Notice To Proceed:
 - a. Construction Methodology
 - b. Inspection and Test Plan
 - c. BOQ with Weighted Percentage
 - d. Manpower Histogram
 - e. Tools and Equipment Histogram
 - f. Work Schedule and S-Curve; and
 - g. Safety Program

Failure to secure approval of the following items after 15 days from the issuance of Notice to Proceed are subject for penalty of one percent (1%) of the total project cost per day delayed.

5. The contractor shall secure the following requirements prior to execution of works:
 - a. PNOC ESB Work Permit System; and
 - b. Safety and Health Orientations of all personnel by PNOC ESB HSSE Officer.
6. The contractor must conduct proper planning and safety orientation meetings with all personnel involved in the work prior to commencement.
7. The contractor is required to coordinate all activities and work relative to the project with the PNOC representative for proper monitoring and coordination.
8. The contractor shall commence work on the agreed Start Date and shall carry out the work in accordance with the program of work submitted by the CONTRACTOR, as approved by the PNOC representative, and complete the project by the completion date as indicated in the TOR.
9. The contractor shall be liable for all accident claims and other related claims arising from injuries and damages, which may occur in relation to the execution of the project.
10. The contractor shall hold PNOC and its personnel free from any and all liabilities for damages arising from injuries or liabilities to persons or damages to property occasioned by any act or omissions of the contractor including any and all expenses which may be incurred by PNOC and its personnel in the defense of any claim, action or suit.
11. The cost of any and all rework and/or restoration of damaged properties due to the Contractor's poor workmanship or negligence shall be borne by the contractor.
12. The Contractor must comply with RA 11058, DOLE DO 198-18, OSHS, and other requirements to include, among others, the use of personal protective equipment by all workers, installation of safety signage, proper ID, and observe PNOC ESB's rules and regulations on safety, security and environment.
13. The work shall be executed in the best and thorough manner throughout the project timeline to the satisfaction of PNOC, as represented by its engineers and supervisors who will jointly interpret the meaning of the scope of work and its conditions and shall have the power to reject any work, method of accomplishing every part of work and material used which in their judgment are not fully in accordance with the specifications and/or description as provided in the scope of work and are deemed to be disadvantageous to PNOC.

14. The Contractor shall be liable for all direct and consequential damages arising out of any failure to perform the work in accordance with the schedule and with terms and conditions of the contract documents.
15. The Contractor shall submit to PNOC ESB representative Daily Accomplishment Report for construction monitoring purposes.
16. The Base operations shall be given priority on the phasing of works. The Contractor should therefore coordinate with the PNOC ESB representative and/or Duty Supervisor regarding the scheduling and phasing of works so as not to interrupt the Base operations during project implementation.
17. The Contractor shall be liable for all direct and consequential damages arising out of any failure to perform the work in accordance with the schedule and with terms and conditions of the contract documents.

C. Site Possession

1. The CONTRACTOR confirms that he has inspected the site where the work will be performed; that he is fully aware of the conditions which might affect the nature, extent, and cost of the work required; that PNOC shall in no way be responsible for any costs or expenses which may be incurred on account of the failure of the CONTRACTOR to make an accurate examination of present and/or assessment of future factors that may affect the cost of execution.
2. The PNOC ESB shall designate a specific area to be used by the CONTRACTOR as a temporary facilities/storage area/administration area in connection with the project.

D. Contract interpretation

The contract documents, specifications and drawings are mutually complimentary. In case of conflict, what is noted in one although not shown in another shall be considered contained in all. The specifications shall prevail over the drawings. The documents forming the contract shall be interpreted in the following order of priority:

1. Contract/Construction Agreement
2. Letter of Acceptance
3. Contractor's Bid
4. Special Conditions of the Contract
5. Specifications
6. Drawings
7. Bill of Quantities
8. Any other documents listed in the Special Conditions of the Contracts as forming part of the Contract.
9. The Contractor shall examine all the issued documents relating to the work and must have verified all existing conditions at the site. No consideration will be given for any alleged misunderstanding or misinterpretation of the specifications and materials to be used or work to be done.
10. All works shall be properly coordinated with PNOC ESB.

VIII. PROJECT DURATION

Work should be completed within ninety (90) calendar days reckoned from the date of receipt of the Notice to Proceed. The 90 calendar days include the ten (10) rainy/unworkable days with the approval of PNOC ESB management.

NOTE: Delays due to work stoppage ordered by PNOC shall not be counted against the set completion date.

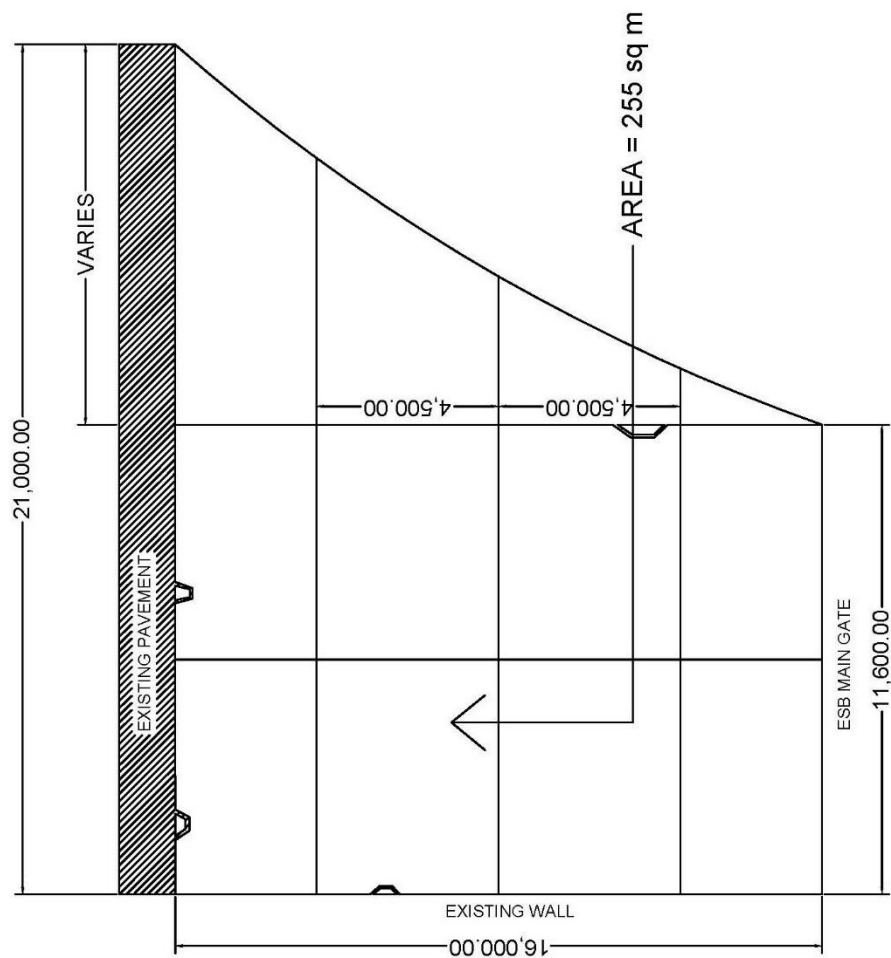
IX. WARRANTY PROVISIONS

The warranty shall be One (1) year reckoned from the date of final turn-over and acceptance.

X. DEFINITION OF SIMILAR PROJECTS

The contractor must have at least five (5) years of relevant experience and have completed at least two (2) projects in road construction/ concreting.

Section VII. Drawings

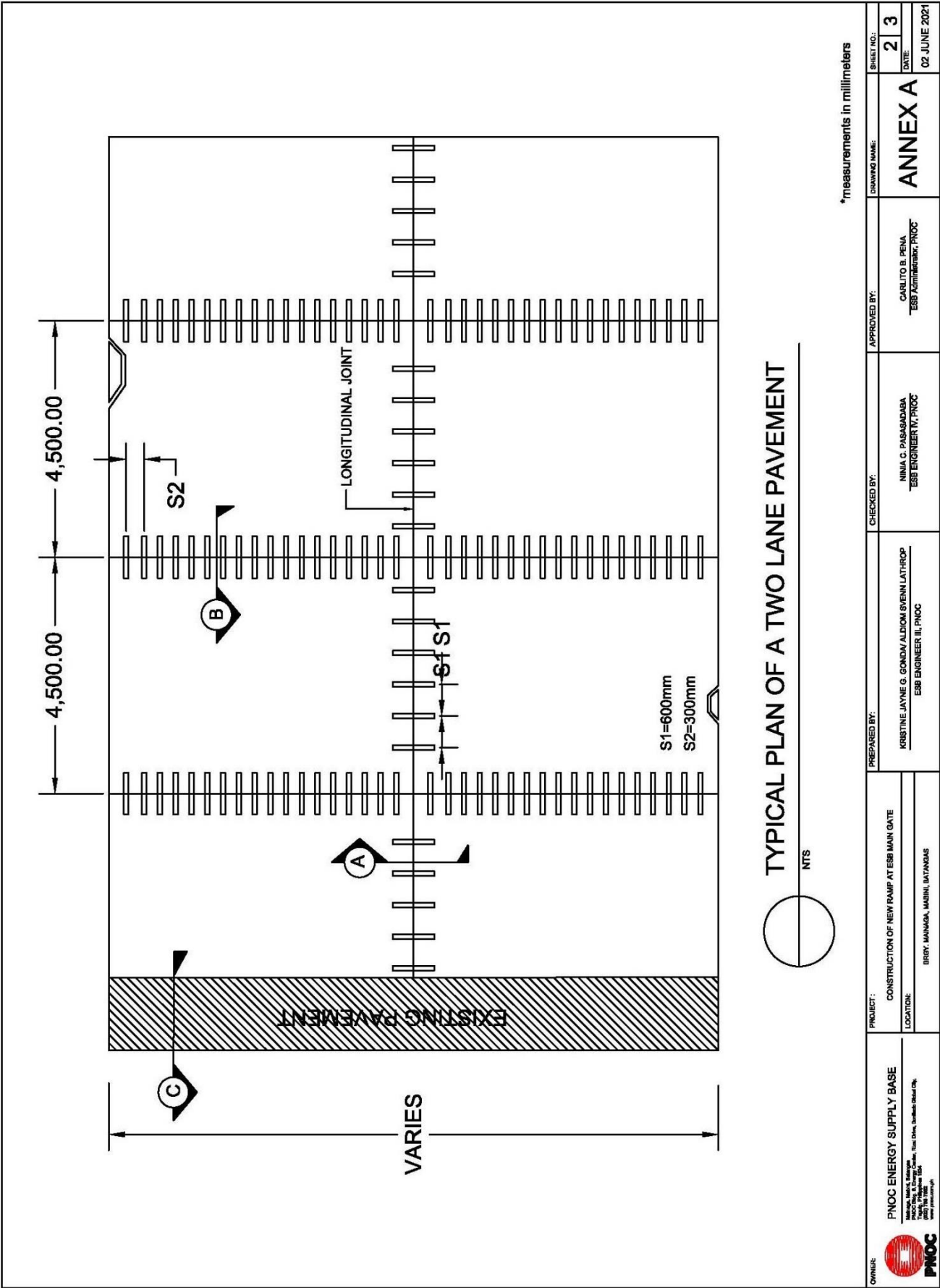


PROPOSED NEW RAMP AT ESB MAIN GATE

NTS

*measurements in millimeters

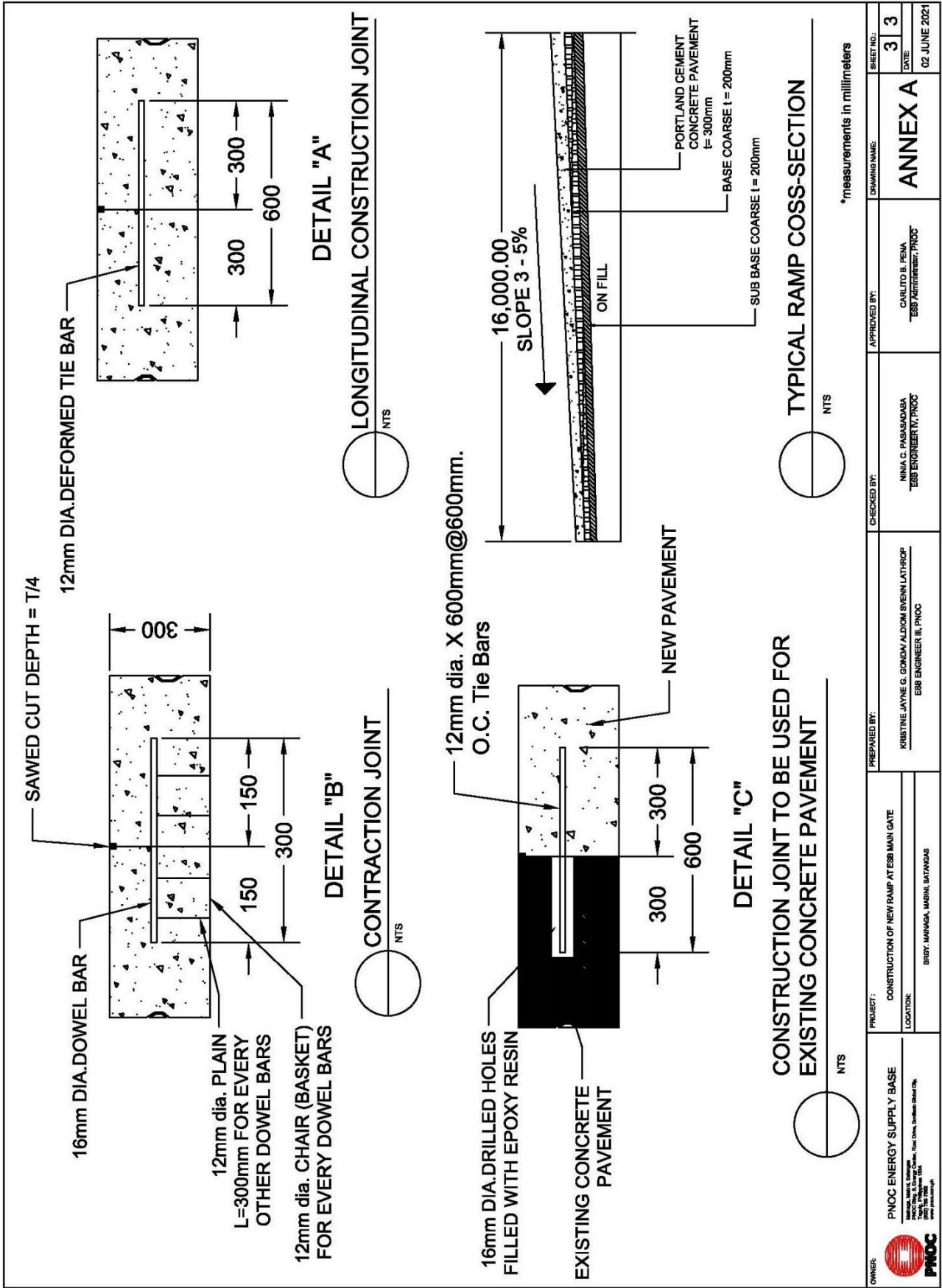
 PNOC ENERGY SUPPLY BASE Makapuu Point, Kaneohe, Hawaii, 96704, United States of America Tampa, Philippines 3504 Singapore 119077 www.pnoc.com.ph	OWNER		PROJECT :		PREPARED BY :		CHECKED BY :		APPROVED BY :		DRAWING NAME :		SHEET NO. :	
	CONSTRUCTION OF NEW RAMP AT ESB MAIN GATE		LOCATION :		KRISTINE JAYNE G. GONDAW/ALDOW SYEENI LATHROP ESB ENGINEER III, PNOC		NINJA C. PASASADIBA ESB ENGINEER IV, PNOC		CARLOITO B. PERA ESB Administrator, PNOC		ANNEX A		DATE : 02 JUNE 2021	



TYPICAL PLAN OF A TWO LANE PAVEMENT

*measurements in millimeters

OWNER:  PNOC ENERGY SUPPLY BASE Makiling, Baguio City, Benguet PNOC Energy & Service Center, Tula, Cebu, Southern Mindanao 1000 North Main Street, Suite 1000 HOUSTON, TEXAS 77002 www.pnocenergy.com	PROJECT: CONSTRUCTION OF NEW RAMP AT ESB MAIN GATE		PREPARED BY: KRISTINE JAYNE G. GONDA/ALDION SYENN LATHROP ESB ENGINEER III, PNOC	CHECKED BY: NINJA C. PASAGADABA ESB ENGINEER IV, PNOC	APPROVED BY: CARLITO B. PENA ESB Administrator, PNOC	DRAWING NAME: ANNEX A	SHEET NO.: 2 3	DATE: 02 JUNE 2021
	LOCATION: BRGY. MANAGA, MARINI, BATANGAS							



OWNER:  PNOC ENERGY SUPPLY BASE Marikina, Marikina, Cebu Tel: 031-888-8888, 031-888-8889 Fax: 031-888-8888, 031-888-8889 www.pnoc.com.ph	PROJECT: CONSTRUCTION OF NEW RAMP AT ESB MAIN GATE	PREPARED BY: KRISTINE JAYNE G. GONZA ALDOM BERNI LATHROP ESB ENGINEER III, PNOC	CHECKED BY: NINA C. PASASADANA ESB ENGINEER IV, PNOC	APPROVED BY: CARLITO B. PERA ESB Administrator, PNOC	DRAWING NAME: ANNEX A	SHEET NO.:
						3
						3
DATE: 02 JUNE 2024						

Section VIII. Bill of Quantities

No.	Description	Qty.	Unit	Unit Cost	Total Cost
I.	General Requirements				
	Mobilization/Demobilization	1	lot		
	Permits and Licenses	1	lot		
	Warranty Bond	1	lot		
	Material Testing	1	lot		
	Safety Requirements	1	lot		
	As Built Drawing	1	lot		
	Subtotal				
II.	Demolition of Existing Road Pavement	255	sq. m.		
	Subtotal				
III.	Preparation of Sub-base Course (200mm thk)	255	sq. m.		
	Subtotal				
IV.	Preparation of Base Course (200mm thk)	255	sq. m.		
	Subtotal				
V.	Preparation of Concrete Pavement (300mm thk)	255	sq. m.		
	Subtotal				
	TOTAL PROJECT COST (I+II+III+IV+V) (Inclusive of All Taxes)				

(Signature over Printed name)
Authorized Representative

DETAILED BILL OF QUANTITIES

No.	Description	Qty.	Unit	Unit Cost	Total Cost
I.	General Requirements				
	Mobilization/Demobilization	1	lot		
	Permits and Licenses	1	lot		
	Warranty Bond	1	lot		
	Material Testing	1	lot		
	Safety Requirements	1	lot		
	As Built Drawing	1	lot		
	Subtotal				
II.	Demolition of Existing Road Pavement (255 sq. m.)				
	A. Labor				
	(1) Foreman	3	day/s		
	(1) Spotter	3	day/s		
	B. Equipment				
	(1) Dumptruck	16	hour		
	(1) Backhoe Excavator	24	hour		
	C. Others				
	Contractor's Mark Up	1	lot		
	Value Added Tax (12% VAT)	1	lot		
	Subtotal				
III.	Preparation of Sub-base Course (255 sq. m.; 200mm thk)				
	A. Materials				
	Nylon String	3	roll		
	Common Nail#3	5	kgs		
	Sub-base Course	51.0	cu.m.		
	B. Labor				
	(1) Foreman	5	day/s		
	(1) Helper	5	day/s		
	(1) Spotter	5	day/s		
	C. Equipment				
	(1) Backhoe	24	hour		
	(1) Elf Truck	24	hour		

	(1)Roller Compactor (Vibratory Steel-Wheel Roller)	16	hour		
	D. Others				
	Contractor's Mark Up	1	lot		
	Value Added Tax (12% VAT)	1	lot		
	Subtotal				
IV.	Preparation of Base Course (255 sq. m.; 200mm thk)				
	A. Materials				
	Nylon String	3	roll		
	Common Nail#3	5	kgs		
	Base Course	51.0	cu.m.		
	B. Labor				
	(1) Foreman	5	days		
	(1) Helper	5	days		
	(1) Spotter	5	day/s		
	C. Equipment				
	(1)Backhoe	24	hour		
	(1)Elf Truck	24	hour		
	(1)Roller Compactor (Vibratory Steel-Wheel Roller)	16	hour		
	D. Others				
	Contractor's Mark Up	1	lot		
	Value Added Tax (12% VAT)	1	lot		
	Subtotal				
V.	Preparation of Concrete Pavement (255 sq. m.; 300mm thk)				
	A. Materials				
	Road Formworks	24	lm		
	Concreting (G1 3000 psi@14 days)	76.5	cu.m.		
	16mm dia. Dowel Bar	6	pcs		
	12mm dia. Deformed tie bar	12	pcs		
	12mm dia. Plain bar	22	pcs		
	Epoxy Resin/Harder Grout (A&B)	5	liter		
	Grease/Bitumen Coating	4	liter		
	Asphalt Sealant	1	drum		
	Concrete Curing Compound	10	liter		
	B. Labor				
	(1) Foreman	31	day/s		

	(2) Welder	14	day/s		
	(3) Mason	2	day/s		
	(3) Carpenter	2	day/s		
	(4) Helper	30	day/s		
	C. Equipment				
	Concrete Vibrator	16	hrs		
	Concrete Cutter	5	hours		
	D. Others				
	Contractor's Mark Up	1	lot		
	Value Added Tax (12% VAT)	1	lot		
	Subtotal				
	TOTAL PROJECT COST				

(Signature over Printed name)
Authorized Representative

Section IX. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class “A” Documents

Legal Documents

- ☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
In case a document in ANNEX A is expired, please attach an updated / valid copy of that document, or
- ☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;
and
- ☐ (c) Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and
- ☐ (e) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- ☐ (f) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- ☐ (g) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules;

The statement of the Bidder’s SLCC shall be supported by the Notice of Award and/or Notice to Proceed, Project Owner’s Certificate of Final Acceptance issued by the Owner other than the Contractor or the Constructors Performance Evaluation System (CPES) Final Rating, which must be at least satisfactory. In case of contracts with the private sector, an equivalent document shall be submitted;

- ☐ (h) **and** Philippine Contractors Accreditation Board (PCAB) License;
or Special PCAB License in case of Joint Ventures;
and registration for the type and cost of the contract to be bid; **and**
- ☐ (i) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or Original copy of Notarized Bid Securing Declaration; **and**
- ☐ (j) Project Requirements, which shall include the following:
 - ☐ a. Organizational chart for the contract to be bid;
 - ☐ b. List of contractor’s key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the

- contract to be bid, with their complete qualification and experience data;
- ☐ c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**
- ☐ (k) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

- ☐ (l) The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**
- ☐ (m) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

Class "B" Documents

- ☐ (n) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence; **or** duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

- ☐ (o) Original of duly signed and accomplished Financial Bid Form; **and**

Other documentary requirements under RA No. 9184

- ☐ (p) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- ☐ (q) Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid; **and**
- ☐ (r) Cash Flow by Quarter.

Section VIII. Bidding Forms

Bid Form for the Procurement of Infrastructure Projects

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

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

Having examined the Philippine Bidding Documents (PBDs) including the Supplemental or Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, declare that:

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: *[insert name of contract]*;
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;
- d. The discounts offered and the methodology for their application are: *[insert information]*;
- e. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines¹ for this purpose;
- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a

¹ currently based on GPPB Resolution No. 09-2020

formal Contract is prepared and executed; and

- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].
- l. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: _____

Legal Capacity: _____

Signature: _____

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

Date: _____

Bid Securing Declaration Form

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

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

BID SECURING DECLARATION **Project Identification No.: [Insert number]**

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

I/We, the undersigned, declare that:

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

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

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

[Insert signatory's legal capacity]
Affiant

SUBSCRIBED AND SWORN to before me this ____ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her insert type of government identification card used, with his/her photograph and signature appearing thereon, with no. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ *[date issued]*, *[place issued]*

IBP No. _____ *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

Performance Securing Declaration (Revised)

[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, to guarantee the faithful performance by the supplier/distributor/manufacture/contractor/consultant of its obligations under the Contract, I/we shall submit a Performance Securing Declaration within a maximum period of ten (10) calendar days from the receipt of the Notice of Award prior to the signing of the Contract.
2. I/We accept that: I/we will be automatically disqualified from bidding for any procurement contract with any procuring entity for a period of one (1) year for the first offense, or two (2) years **for the second offense**, upon receipt of your Blacklisting Order if I/We have violated my/our obligations under the Contract;
3. I/We understand that this Performance Securing Declaration shall cease to be valid upon:
 - a. issuance by the Procuring Entity of the Certificate of Final Acceptance, subject to the following conditions:
 - i. Procuring Entity has no claims filed against the contract awardee;
 - ii. It has no claims for labor and materials filed against the contractor; and
 - iii. Other terms of the contract; or
 - b. replacement by the winning bidder of the submitted PSD with a performance security in any of the prescribed forms under Section 39.2 of the 2016 revised IRR of RA No. 9184 as required by the end-user.

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

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

[Insert signatory's legal capacity]

Affiant

SUBSCRIBED AND SWORN to before me this ____ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her insert type of government identification card used, with his/her photograph and signature appearing thereon, with no. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ *[date issued]*, *[place issued]*

IBP No. _____ *[date issued]*, *[place issued]*

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

Omnibus Sworn Statement (Revised)
[shall be submitted with the Bid]

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

SUBSCRIBED AND SWORN to before me this ____ day of *[month]* *[year]* at *[place of execution]*, Philippines. Affiant/s is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant/s exhibited to me his/her insert type of government identification card used, with his/her photograph and signature appearing thereon, with no. _____ issued on ____ at _____.

Witness my hand and seal this ____ day of *[month]* *[year]*.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. _____ *[date issued]*, *[place issued]*

IBP No. _____ *[date issued]*, *[place issued]*

Doc. No. _____

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NET FINANCIAL CONTRACTING CAPACITY

Current Assets	_____
Less: Current Liabilities	_____
Total	_____
Multiply by K	15
Total	_____
Less: Value of All Outstanding Works or or Projects under on-going contracts including awarded but not yet started	
Net Financial Contracting Capacity	=====

Net Financial Contracting Capacity (NFCC)

NFCC = at least equal to the Approved Budget

= [(current assets - current liabilities) (K) - (value of all outstanding works
or projects under on-going contracts, including awarded
but not yet started

Name of Company: _____

Authorized Representative: _____
signature over printed name

**STATEMENT OF ALL: (i) ONGOING CONTRACTS (GOVERNMENT AND PRIVATE) AND; (ii)
AWARDED BUT NOT YET STARTED CONTRACTS**

This is to certify that _____ **(Bidder)** _____ has the following ongoing and awarded but not yet started contracts:

Date of the Contract	Contracting Party	Name of Contract	Nature of Contract	Amount of Contract	Contract Duration	

Name and Signature of Authorized Representative

Date

*Instructions:

- a) State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of **DEADLINE OF SUBMISSION OF BIDS**.
- b) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.
- c) The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.
- d) **“Name of Contract”**. Indicate here the Nature/ Scope of the Contract for easier tracking of the entries/ representations.

STATEMENT OF SIGNLE LARGEST COMPLETED CONTRACT SIMILAR TO THE CONTRACT TO BE BID

This is to certify that _____ **(Bidder)** _____ has completed the below-listed contract within five (5) years prior the deadline of submission and opening of bids.

Date of the Contract	Contracting Party	Name of Contract	Nature of Contract	Amount of Contract	Contract Duration	Issuance Date of Certification Satisfactory Service

Name and Signature of Authorized Representative

Date

*Notes:

- a) Cut-off date as of **DEADLINE OF SUBMISSION OF BIDS**.
- b) **“Name of Contract”**. Indicate here the Nature/ Scope of the Contract for the Procuring Entity to determine the relevance of the entry with the Procurement at hand.

LIST OF CONTRACTOR'S PERSONNEL

I hereby declare that the following key personnel enumerated below, with attached resume/bio-data, including valid PRC License, for the various positions / functions, are available for the project applied for:

Position of Key Personnel	Name	No. of Key Personnel	Similar Experience in the Position (years)	Similar and Related Experience (Years)	Attachments	Annex(es)

NOTE: Please refer to the Bid Data Sheet for Minimum Qualification Requirements

Name of Firm/Applicant

signature over printed name
Authorized Signing Official

Date

LIST OF CONTRACTOR'S EQUIPMENT UNITS

I hereby declare that the following equipment listed below which are owned, leased or under purchase agreement are in good operating condition and are available for the duration of the project:

Description (Type, Model, Make)	No. of Unit(s)	Capacity Output	Owned, Leased and/or Under Purchase Agreement	Submitted Proof of Ownership / Leased / Purchase Agreement	Other Information (As Applicable)				
					Manufacturer	Engine Serial No.	Chassis No	Location	Status

Indicate if owned or leased as listed in the Checklist/Bidding Documents. For owned equipment, as required, submit proof of ownership (i.e. deed of sale, sales invoice, official receipt). For Heavy Equipment and other Vehicles submit LTO Certificate of Registration and valid Official Receipt. For leased equipment, submit duly notarized copy of lease agreement.

Name of Firm/Applicant

signature over printed name
Authorized Signing Official

Date

