

PHILIPPINE NATIONAL OIL COMPANY

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

www.pnoc.com.ph

INVITATION FOR NEGOTIATED PROCUREMENT Two Failed Biddings

Upgrade and Improvement of Drainage System Reference No. 2022-11-290

- In view of the of the two (2) failed biddings, the Philippine National Oil Company (PNOC) invites suppliers to participate in the negotiation for the Upgrade and Improvement of Drainage System;
- The PNOC intends to apply the sum of Four Million Five Hundred Fifty Thousand Pesos (4,550,000.00) being the Approved Budget for the Contract (ABC) to payments under the contract for the aforesaid provision with the Terms of Reference hereof;
- 3. The PNOC now invites interested contractors to submit and negotiate initial offer for the abovementioned project on **December 6, 2022** at **11:00 AM** at the *PNOC Bldg. 6, Energy Center, Rizal Drive, Bonifacio Global City, Taguig City or via videoconference;*
- 4. Negotiation is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to R.A. 5183.
- Following completion of the negotiations, the best and final offer based on the technical and financial requirements, including the pre-requisite documentary requirements enumerated in Annex A hereof must be duly received by the BAC Secretariat at the address below on or before the deadline of submission, December 13, 2022 (10:00 AM). Late submissions shall not be accepted.
- 6. The PNOC reserves the right to accept or reject any proposal, to annul the negotiation process, and to reject all proposals at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected negotiation participant or participants.

7. You may refer to the BAC Secretariat at the contact details below for further information or clarification.

Thank you.

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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: <u>rgvergara@pnoc.com.ph</u> Website: <u>www.pnoc.com.ph</u> / <u>www.philgeps.gov.ph</u>

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MS. EVANGELINE B. ALBAYTAR Chairperson Bids and Awards Committee

Checklist of Technical and Financial Documents

Class "A" Documents

<u>Legal Documents</u>

□ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; <u>and</u>
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; <u>and</u>
- (d) Small B Contractor with Category C or D 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

□ (e) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;

<u>or</u>

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Original copy of Notarized Bid Securing Declaration; and

- (f) 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; <u>and</u>
- (g) Original duly signed Omnibus Sworn Statement (OSS);
 <u>and</u> 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

 □ (h) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC).

Class "B" Documents

 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; <u>or</u> 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.

□ (j) Original of duly signed and accomplished Proposal Form; and

Other documentary requirements under RA No. 9184

- □ (k) Original of duly signed Bid Prices in the Bill of Quantities; and
- Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipmentt rentals used in coming up with the Bid; <u>and</u>
- \Box (m) Cash Flow by Quarter.

II – Additional Documents

- A. The Latest Income/Business Tax Returns (BIR Form 1701 or 1702 and BIR Form 2550 Q and 2550 M)
- B. Site Inspection Certificate

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 upgrade and improvement of drainage system at PNOC ESB including cleaning of the existing drainage of ESB.

- 1. Mobilization;
- 2. Site inspection and layout of the drainage system to be constructed as shown in the Drawings.
- 3. Breaking/ excavation of existing structures and removal of construction waste and disposal in the area assigned by PNOC to determine the subgrade elevation;
- 4. Construction of additional drainage including supply and placing of lean concrete, 3,000 PSI concrete, and installation of reinforcing steel bars (RSB);
- 5. Supply and installation of pipe culvert;
- 6. Supply, fabricate, and installation of steel gratings cover for existing drainage;
- 7. Supply and construction of precast concrete canal cover for existing drainage;
- 8. Cleaning, excavation and removal of silts of the existing drainage and catch basins;
- 9. Construction of junction boxes including supply and placing of lean concrete, concrete, and installation of reinforcing steel bars (RSB);
- 10. Hauling and Stockpiling.;
- 11. Restoration of affected areas; and
- 12. Cleaning and demobilization.

II. LABOR REQUIREMENTS

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

Key Personnel	General Experience
Project Manager	Minimum 5 years professional experience as a Project Manager
Project Engineer	Minimum 5 years professional experience as a Project Engineer
Safety Officer	S.O. 2 with 2 years minimum professional experience as Safety
	Officer
Foreman	Minimum of 3 years of being a foreman

The contractor's Project Engineer, Safety Officer, and Foreman must always be present on site whenever work is being performed.

III. EQUIPMENT REQUIREMENT

The minimum equipment requirements are the following:

Equipment	Minimum Capacity	Number of Units
Backhoe, hydraulic Crawler	0.80 cu m	Min. of One (1)
Mounted		
Concrete Mixer	1 Bagger	Min. of One (1)
Concrete Vibrator	1.5 HP	Min. of One (1)

Welding Machine (Electric) with	500 amp	Min. of One (1)
Generator Set or Welding Machine		
(Engine Driven)		
Dump Truck	6.5 MT	Min. of One (1)
Plate Compactor	5 HP	Min. of One (1)
Wheel Loader	0.5 cu m	Min. of One (1)
Engineer's Surveying Equipment	-	Min. of One (1)

IV. MATERIALS REQUIREMENTS

1. 3,000 PSI Concrete - only Type I Portland Cement shall be used unless otherwise provided for in the Special Provisions. Different brands or the same brands from different mills shall not be mixed nor shall they be used alternately unless the mix is approved by the PNOC Engineer. Cement which for any reason, has become partially set or which contains lumps of caked cement will be rejected. Cement salvaged from discarded or used bags shall not be used. Samples of Cement shall be obtained in accordance with AASHTO T-127.

Structural concrete used shall attain a minimum 28-day compressive strength of 20.7 MPa (3,000 psi). If the strength is not met at 28 days, all units made from that batch or load would be rejected. Similarly, cracks in units, honeycombed or patched areas in excess of 2,000 sq. mm, excessive water absorption shall be the causes for rejection of the said structure.

The Fine Aggregates shall consist of natural sand, stone screenings or other inert materials with similar characteristics, or combinations thereof, having hard, strong and durable particles. Fine aggregate from different sources of supply shall not be mixed or stored in the same pile nor used alternately in the same class of concrete without the approval of the Engineer.

It shall not contain than three (3) mass percent of material passing the 0.075mm (No. 200 sieve) by washing nor more than one (1) mass percent each of clay lumps or shale. The use of beach sand will not be allowed without the approval of the Engineer.

The fine aggregate shall be free from injurious amount of organic impurities. If subjected to the colorimetric test for organic impurities and a color darker than the standard is produced, it shall be rejected. However, when tested for the effect of organic impurities of strength of mortar by AASHTO T-71. The fine aggregate may be used if the relative strength at 7 and 28 days is not less than 98 mass percent.

The fine aggregate shall be well-graded from course to fine and shall conform to the table below:

Sieve Designation	Mass Percent Passing
9.5mm (3/8 in)	100
4.75mm (No. 4)	95-100
2.36mm (No. 8)	-
1.18mm (No. 16)	45-80
0.600mm (No. 30)	-
0.300mm (No. 50)	5-30
0.150mm (No. 100)	0-10

The Course Aggregate shall consist of crushed stone, gravel, blast furnace slag, or other approved inert materials of similar characteristics, or combinations thereof, having hard, strong, durable pieces and free from any adherent coatings.

It shall contain no more than one (1) mass percent of material passing the 0.075mm (No. 200) sieve, not more than 0.25 mass percent of clay lumps, nor more than 3.5 mass percent of soft fragments.

It shall have a mass percent of wear not exceeding 40 when tested by AASHTO 96.

Sieve De	signation	Mass Percent Passing		
Standard (mm)	Alternate US Standard	Grading A	Grading B	Grading C
75.00	3 in	100	-	-
63.00	2-1/2 in	90-100	100	100
50.00	2 in	-	90-100	95-100
37.50	1-1/2 in	25-60	35-70	-
25.00	1 in	-	0-15	35-70
19.00	¾ in	0-40	-	-
12.50	½ in	0-5	0-5	10-30
4.75	No. 4	-	-	0-5

The gradation of the coarse aggregate shall conform to the table below:

Lastly, water used in mixing, curing or other designated application shall be reasonably clean and free of oil, salt, acid, alkali, grass or other substances injurious to the finished product. Water which is drinkable may be used without test. Where the source of water is shallow, the intake shall be so enclosed as to exclude silt, mud, grass, or other foreign materials.

 Reinforcing Steel Bar - Dowel and tie bars shall conform to the requirements of AASHTO M 31 or M 42, except that rail steel shall not be used for tie bars that are to be bent and restraightened during construction. Tie bars shall be deformed bars. Dowel shall be plain round bars. Before delivery to the site of work, one-half of the length of each dowel shall be painted with one coat of approved lead or tar paint.

The sleeves for dowel bars shall be metal of approved design to cover 50 mm (2 inches), plus or minus 5 mm (1/4 inch) of the dowel, with a closed end, and with a suitable stop to hold the end of the sleeve at least 25 mm (1 inch) from the end of the dowel. Sleeves shall be of such design that they do not collapse during construction.

Dimensions of the Reinforcing Steel Bars shall be as shown on the drawings.

3. Backfill Material – Filling and bed course materials shall consist of all types of earthen materials such as soil, gravel, sand, shells, corals, cinders and rocks of any geologic origin and any additional filler for blending which have distinctive properties readily identified in the field and have distinct engineering characteristics of which practical use can be made.

Sand fill – shall consist of sand, cinders, shells

Gravel fill - shall consist of gravel or rocks with filler materials

Sand and gravel fill – shall consist of sand and gravel or sand and rocks with filler materials

Selected fill – shall consist of sand, gravel, rocks with filler materials. Grading shall meet the requirement for aggregate sub-base.

Field Density test to determine the percent of compaction of the fill material shall be conducted until a field density of at least 95 percent of the maximum dry density in accordance with AASHTO T180, Method D has been achieved. In-place density determination shall be made in accordance with AASHTO T191.

- 4. Pipe Culvert fabrication of reinforced concrete pipes shall conform to the Specifications of ASTM C-76. The Engineer deserves the right to inspect and test the pipe delivered for intended purposes. Defects that are discovered after acceptance of delivery of the pipe but before installation shall be a cause for rejection.
- 5. Cement mortar shall consist of one part Portland cement to two parts of fine aggregate with water added as necessary to obtain the required consistency.
- 6. Concrete cover shall consist of reinforcing steel bars and concrete mix as shown in the drawing. The concrete cover shall be precast and shall be cured for 14 days prior to installation on site. The concrete design mix and the tensile strength of the reinforcing steel bar shall be the same with the specifications with the construction of drainage.
- 7. Steel Gratings shall be fabricated as indicated in the drawing. The Contractor shall submit the Mill Certificates of the delivered steel materials and shall be approved for use by the PNOC Representative prior to fabrication.

V. BILL OF QUANTITIES

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

No.	Description	Qty.	Unit	Unit	Total
				Cost	Cost
				(PHP)	(PHP)
I	General Requirements				
	1.1 Mobilization/Demobilization	1.00	lot		
	1.2 Permits and Licenses	1.00	lot		
	1.3 Material Testing	1.00	lot		
	1.4 Construction Safety and	1.00	lot		
	Health Program				
	1.5 As built Drawing	1.00	lot		
II	Construction of Additional	185.00	lm		
	Drainage				
	a. Supply and place 3,000				
	PSI Concrete				
	b. Supply and install				
	Reinforcing Steel Bar				
	(RSB)				

	 c. Supply and place Lean Concrete d. Common Excavation e. Hauling and Stockpiling f. Embankment and backfilling g. Supply, fabricate and installation of steel gratings 			
	Supply and Installation of Pipe Culvert, 760mm Ø a. Supply and Delivery of Pipe Culvert, 760mm Ø b. Common Excavation c. Hauling and Stockpiling d. Installation and Sealing of Pipe Culvert e. Embankment and backfilling	95.00	lm	
IV	Supply, fabricate, and installation of steel gratings cover for existing drainage a. Supply and fabricate of steel gratings cover b. Installation of steel gratings.	290.00	Im	
V	Supply, construction and installation of precast concrete canal cover for existing drainage a. Supply and place 3,000 PSI Concrete b. Supply and install reinforcing steel bar (RSB) c. Installation of precast concrete canal cover	655.00	lm	
VI	Cleaning, removal of silts and minor repairs of the existing drainage and catch basins a. Supply and place lean concrete b. Common excavation c. Hauling and Stockpiling d. Embankment	1,750.00	lm	
VII	Construction of Junction Boxes (J1, J2, J3)			

	1 Junction Box 1 (500mm x 00mm x 500mm)	3.00	Set		
	a. Supply and place 3,000 PSI Concrete				
	 b. Supply and install Reinforcing Steel Bar (RSB) 				
	c. Supply and place Lean Concrete				
	d. Common Excavation				
	e. Hauling and Stockpiling				
	f. Backfilling				
	g. Supply, fabricate and installation of steel				
	gratings				
	2 Junction Box 2 (750mm x 50mm x 750mm)	8.00	set		
	a. Supply and place 3,000 PSI Concrete				
	 b. Supply and install Reinforcing Steel Bar (RSB) 				
	 Supply and place Lean Concrete 				
	d. Common Excavation				
	e. Hauling and Stockpiling				
	f. Backfilling g. Supply, fabricate and				
	installation of steel gratings				
7	3 Junction Box 3 (1000mm x	1.00	set		
	000mm x 1000mm)	1.00	Set		
	a. Supply and place 3,000 PSI Concrete				
	b. Supply and install				
	Reinforcing Steel Bar (RSB)				
	c. Supply and place Lean				
	Concrete d. Common Excavation				
	e. Hauling and Stockpiling				
	f. Backfilling				
	g. Supply, fabricate and				
	installation of steel				
	gratings				
		1 20/ V/AT	d all !!		
(GRAND TOTAL in PHP (Inclusive of	12% VAI and	a all applica	able taxes)	

VI. DRAWINGS

The contractor should refer to Annex A for the Drainage System Plan, Drainage Cross Sections, Junction Box Cross Sections, and Drainage Details.

VII. PROJECT EXECUTION REQUIREMENTS

A. Methodology Requirements

- 1. Mobilization 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. Line and grades shall be subject to PNOC approval before commencing construction of drainage.
- 3. Breaking/ excavation of existing structures and removal of construction waste and disposal in the area assigned by PNOC to determine the subgrade elevation;
- 4. Construction of additional drainage
 - a. All installed Reinforcing Steel Bars (RSB) shall be inspected by PNOC Representative prior to form enclosure or concrete pouring.
 - b. 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.
 - c. The Contractor shall prepare the design mix based on the absolute volume method as outlined in the American Concrete Institute (ACI) Standard 211.1, "Recommended Practice for Selecting Proportions for Normal and Heavyweight Concrete".

The mix design shall be submitted to the Engineer for approval and shall be accompanied with certified test data from an approved laboratory demonstrating the adequacy of the mix design. A change in the source of materials during the progress of work may necessitate a new design mix.

- d. A concrete vibrator and screed should be used during the pouring of concrete.
- e. The samples shall be cured and tested on time and in accordance with the standard testing of materials (ASTM C78 three-point loading).
- 5. Supply and installation of pipe culvert
 - a. All earthworks for concrete pipe culvert shall conform to the lines, grades, and elevation shown on the drawings or as directed by the PNOC Representative. The reinforced concrete pipe shall be excavated to the depth, grade and width established by the Engineer. The bedding surface shall provide a firm foundation of uniform density throughout the entire length. Soft, spongy, or otherwise unstable material encountered that will not provide a firm foundation for the concrete drainage shall be removed to the full width of the trenches and replaced by the suitable material to a depth of not less than 30cm. 100mm thick gravel bedding shall be used as foundation or otherwise specified.

- b. The pipe shall be tested for water-tightness of joints before backfilling the trench. Unsatisfactory work shall be corrected at Contractor's expense. The collar shall have set sufficiently prior to backfilling.
- 6. Supply, fabricate, and installation of steel gratings cover for existing drainage
 - a. Lid frames shall be set to the required elevations as shown in the Drawings to fit the adjoining surfaces. Lids shall be installed after the adjoining concrete is struck off and finished, and the fit on the frames shall be such that there is no rocking.
 - b. Fabricated Steel Gratings shall be inspected by the PNOC Representative prior to installation on site.
- 7. Supply and construction of precast concrete canal cover for existing drainage;
 - a. Concrete cover shall be set to the required elevations as shown on the Drawings to fit the adjoining surfaces and shall be installed after the adjoining concrete is struck off and finished, and the fit on the frames shall be such that there is no rocking.

All completed structures shall be thoroughly cleaned of any accumulations of silts, debris, or foreign matter of any kind, until finally accepted and put into service.

- 8. The Contractor shall remove waste/ clean the existing drainage and catch basin.
- 9. Construction of junction boxes
 - a. The Contractor shall excavate to the required elevation of the drainage as shown in the drawing.
 - b. The Contractor shall construct the junction boxes in accordance to the details shown in the drawings.
 - c. The junction boxes shall be set to the required elevations as shown on the Drawings to fit the adjoining surfaces and shall be installed after the adjoining concrete is struck off and finished, and the fit on the frames shall be such that there is no rocking.
- 10. The Contractor shall construct temporary diversion structures and/or channels to manage the flow of drainage water during the construction period. Such temporary diversion structures and/or channels shall be of sufficient capacity to cope with expected drainage flows and construction shall be of a standard that will minimize erosion and other detrimental effects.
- 11. 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. All material testing and quality control expenses shall be shouldered by the Contractor.
- 12. All works, which are not in accordance with this Scope of Works, shall be corrected at the Contractor's expense.

- 13. 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.
- 14. 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. 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.
- 2. A joint inspection must be conducted by the Contractor and PNOC Representatives on the specific works to be done for the project.
- 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 prior to commence of the Work:
 - 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
- 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 SOW.
- 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 PNOC ESB's rules, regulations, and penalties 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 submit to PNOC ESB representative Daily Accomplishment Report for construction monitoring purposes.
- 15. The Base operations shall be given priority on the phasing of works. The Contractor should therefore coordinate with the PNOC ESB representative regarding the scheduling and phasing of works so as not to interrupt the Base operations during project implementation.
- 16. 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 one hundred eighty (180) calendar days reckoned from the date of receipt of the Notice to Proceed. The 180 calendar days include the twenty (20) rainy/unworkable days with the approval of PNOC ESB management.

NOTE: Delays due to work stoppage (related to contractor's noncompliance to Safety, Health, Security, and Environmental policies of ESB) ordered by PNOC will still be counted to the original contract duration; i.e. no suspension of time shall be granted to the contractor.

IX. WARRANTY PROVISIONS

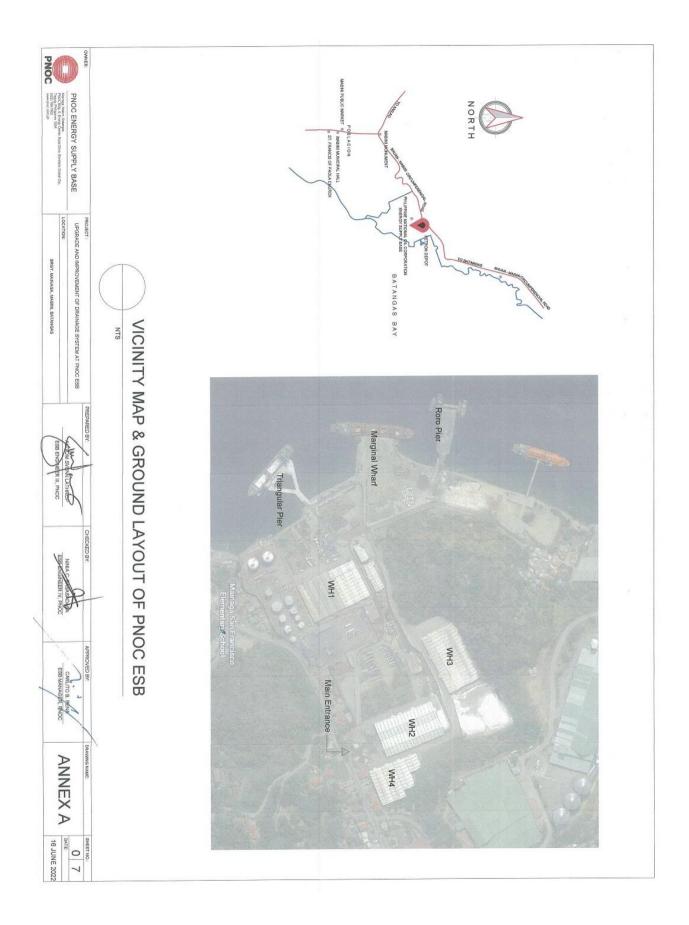
The warranty against Structural Defects and Failures shall be five (5) years from final acceptance, except those occasioned by force majeure:

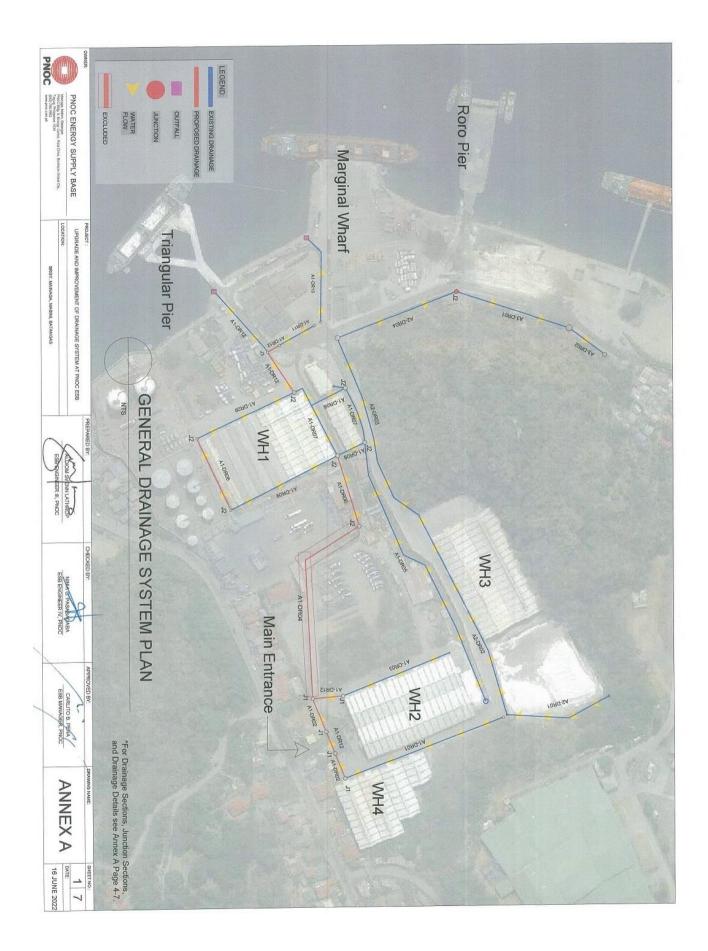
X. DEFINITION OF SIMILAR PROJECTS

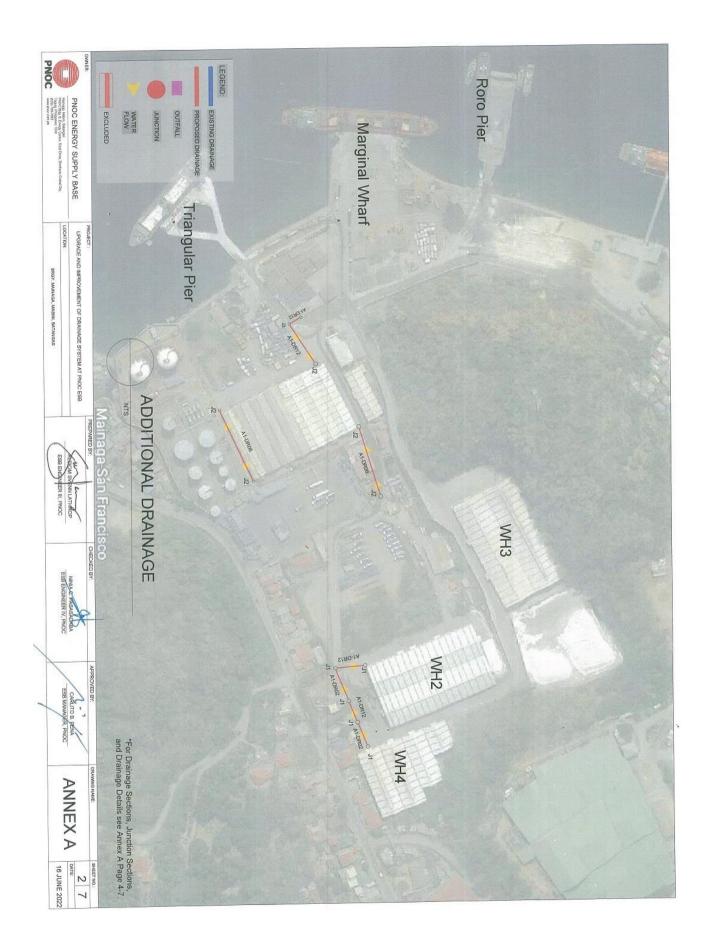
The contractor must have completed at least one (1) project in construction of horizontal structures (drainage systems, road construction, etc.).

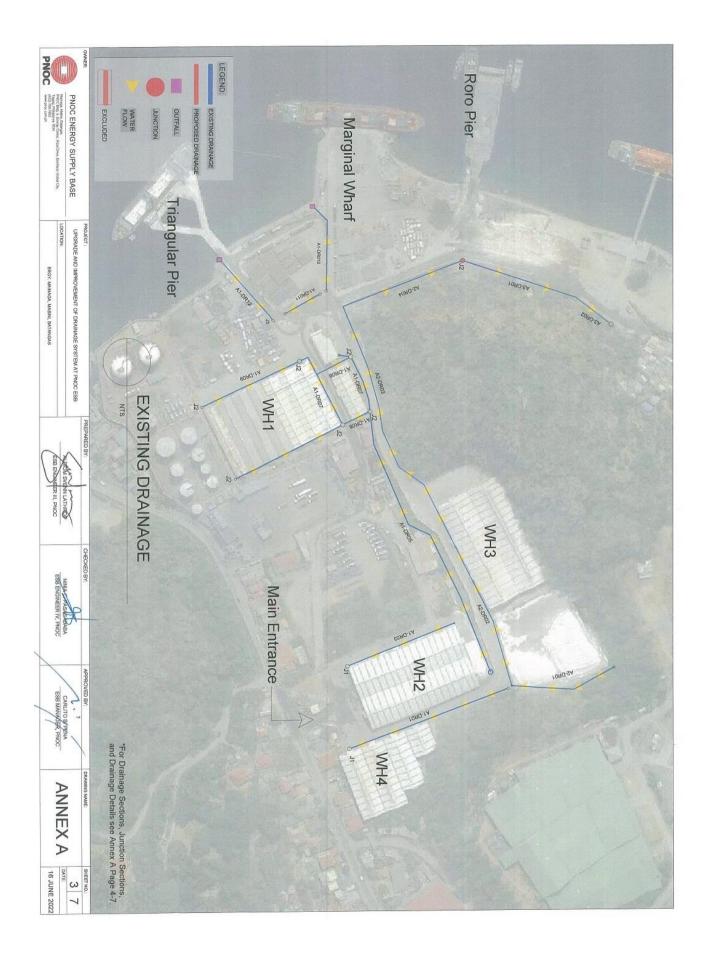
XI. PROJECT LOCATION

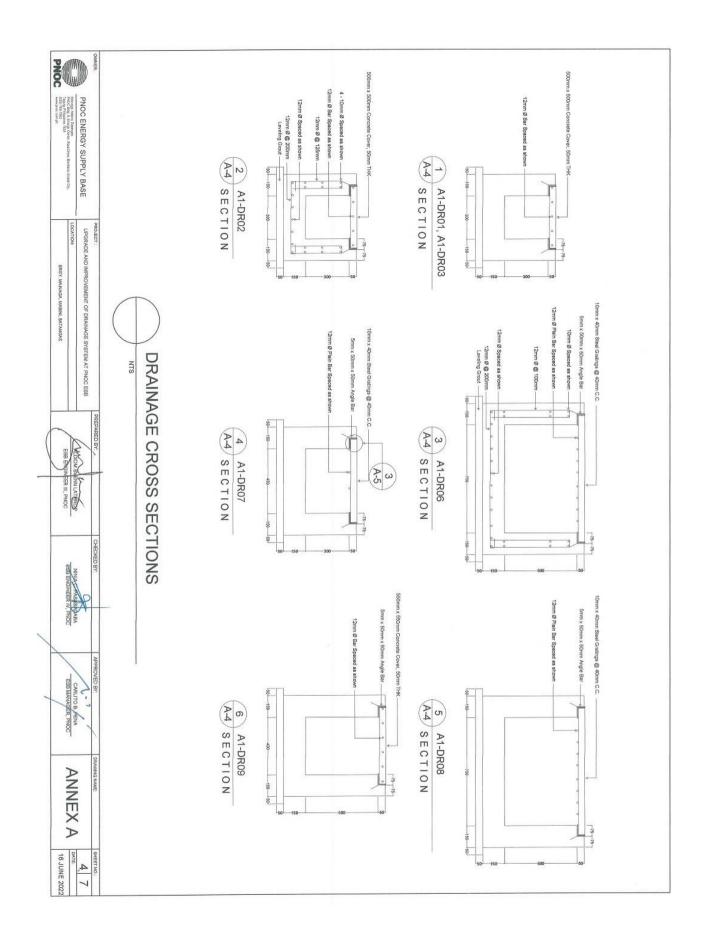
PNOC Energy Supply Base, Bgy. Mainaga, Mabini, Batangas

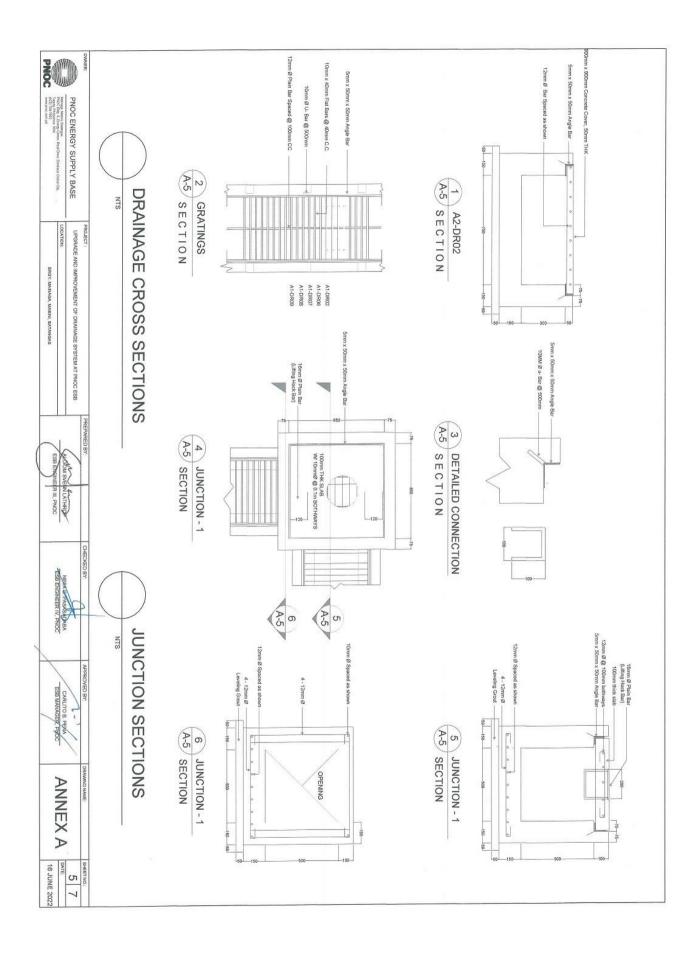


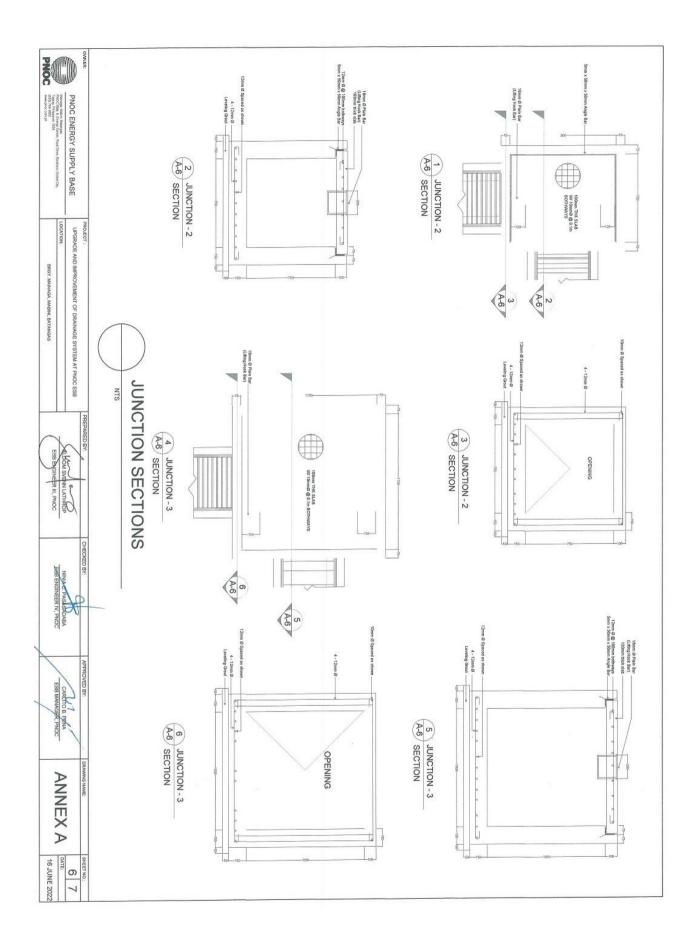












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	>	PREPARED BY	NTS	C	PROJECT :		
LS	DETAILS	DRAINAGE	DR	\square			
Construction of junction with concrete cover.	I.	1,000	1,000	1	Rectangular	4,5, 6/ A-6	JUNCTION 3
Construction of junction with concrete cover.	L	750	750	1	Rectangular	1,2, 3/ A-5	JUNCTION 2
Construction of junction with concrete cover.	1	500	500	1	Rectangular	4,5, 6/ A-5	JUNCTION 1
Excavation, cleaning, and removal of silts.	36.438	1,000	1,000	I	Rectangular	1	A3-DR02
Excavation, cleaning, and removal of silts.	103.709	750	750	1	Rectangular	ı	A3-DR01
Excavation, cleaning, and removal of silts.	112.400	750	1,000	1	Rectangular	а	A2-DR04
Excavation, cleaning, and removal of silts.	181.089	750	750	1	Rectangular	1	A2-DR03
Excavation, cleaning, removal of silts and, construction of concrete cover.	201.369	750	500	1	Rectangular	1/ A-5	A2-DR02
Excavation, cleaning, and removal of silts.	98.699	750	300	1	Rectangular	ĩ	A2-DR01
Supply, delivery, and installation of concrete culvert.	93.5748	1	'	760	Circular	а	A1-DR12
Excavation, cleaning, and removal of silts.	79.235	300	400	-	Rectangular		A1-DR11
Excavation, cleaning, and removal of silts.	190.078	750	500	1	Rectangular	1	A1-DR10
Excavation, cleaning, removal of silts and, construction of concrete cover.	56.458	750	300	1	Rectangular	6/ A-4	A1-DR09
Excavation, cleaning, removal of silts and, installation of gratings.	117.323	750	500	1	Rectangular	5/ A-4	A1-DR08
Excavation, cleaning, removal of silts and, installation of gratings.	134.628	450	300	T	Rectangular	4/ A-4	A1-DR07
Construction of Canal with gratings.	268.182	750	500	1	Rectangular	3/ A-4	A1-DR06
Excavation, cleaning, and removal of silts.	188.550	300	400	T	Rectangular	15	A1-DR05
Excluded	110.110	400	500	L	Rectangular	1ŝ	A1-DR04
Excavation, cleaning, removal of silts and, construction of concrete cover.	110.110	300	300	Ľ	Rectangular	1/ A-4	A1-DR03
Construction of Canal with concrete covers.	50.000	300	300	1	Rectangular	2/ A-4	A1-DR02
Excavation, cleaning, removal of silts, construction of concrete cover.	151.688	300	300		Rectangular	1/ A-4	A1-DR01
SCOPE OF WORKS	(m)	WIDTH	DEPTH	DIAMETER	SHAPE	SECTION	ELEMENT
	LENGTH	nm)	DIMENSION (mm)	DIN	DRAINAGE	DRAINAGE	DRAINAGE

BILL OF QUANTITIES

No.	Description	Qty.	Unit	Unit Cost	Total Cost
				(PHP)	(PHP)
I	General Requirements				
	1.1 Mobilization/Demobilization	1.00	lot		
	1.2 Permits and Licenses	1.00	lot		
	1.3 Material Testing	1.00	lot		
	1.4 Construction Safety and	1.00	lot		
	Health Program				
	1.5 As built Drawing	1.00	lot		
II	Construction of Additional	185.00	lm		
	 Drainage h. Supply and place 3,000 PSI Concrete i. Supply and install Reinforcing Steel Bar (RSB) j. Supply and place Lean Concrete k. Common Excavation I. Hauling and Stockpiling m. Embankment and backfilling n. Supply, fabricate and installation of steel gratings 				
	Supply and Installation of Pipe Culvert, 760mm Ø f. Supply and Delivery of Pipe Culvert, 760mm Ø g. Common Excavation h. Hauling and Stockpiling i. Installation and Sealing of Pipe Culvert j. Embankment and backfilling	95.00	lm		
IV	Supply, fabricate, and installation of steel gratings cover for existing drainage c. Supply and fabricate of steel gratings cover	290.00	lm		

	d. Installation of steel gratings.			
V	Supply, construction and installation of precast concrete canal cover for existing drainage d. Supply and place 3,000 PSI Concrete e. Supply and install reinforcing steel bar (RSB) f. Installation of precast concrete canal cover	655.00	lm	
VI	Cleaning, removal of silts and minor repairs of the existing drainage and catch basins e. Supply and place lean concrete f. Common excavation g. Hauling and Stockpiling h. Embankment	1,750.00	lm	
VII	Construction of Junction Boxes (J1, J2, J3)			
	 7.1 Junction Box 1 (500mm x 500mm x 500mm) h. Supply and place 3,000 PSI Concrete i. Supply and install Reinforcing Steel Bar (RSB) j. Supply and place Lean Concrete k. Common Excavation l. Hauling and Stockpiling m. Backfilling n. Supply, fabricate and installation of steel gratings 	3.00	Set	
	 7.2 Junction Box 2 (750mm x 750mm x 750mm) h. Supply and place 3,000 PSI Concrete i. Supply and install Reinforcing Steel Bar (RSB) 	8.00	set	

j. Supply and place Lean Concrete k. Common Excavation l. Hauling and Stockpiling m. Backfilling n. Supply, fabricate and installation of steel gratings				
 7.3 Junction Box 3 (1000mm x 1000mm x 1000mm) h. Supply and place 3,000 PSI Concrete i. Supply and install Reinforcing Steel Bar (RSB) j. Supply and place Lean Concrete k. Common Excavation I. Hauling and Stockpiling m. Backfilling n. Supply, fabricate and installation of steel gratings 	1.00	set		
GRAND TOTAL in PHP (Inclusive of	12% VAT and	d all applica	ble taxes)	

(Signature over Printed name) Authorized Representative

PROPOSAL 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 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 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].

I. 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:

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 <u>[insert type of government identification card used]</u>, 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 Commissi	on
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 _____ [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, <u>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:</u>
- 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 <u>day of [month] [year]</u>.

NAME OF NOTARY PUBLIC

Serial No. of Com	mission	
Notary Public for		until
Roll of Attorneys	No	
PTR No /	date issi	ued], [place issued]
IBP No [date issi	ued], [place issued]

Doc. No.	
Page No.	
Book No.	
Series of _	

NET FINANCIAL CONTRACTING CAPACITY

Current Assets	
Less: Current Liabilities	
Total	
Multiply by K	15
Total	
Less: Value of All Outstanding Works	
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 contracts yet to started

Name of Company:

Authorized Representative:

signature over printed name

Format of Curriculum Vitae (CV) for Key Personnel

Proposed Position							
Personal Information							
Name of Staff							
Address				Со	ntact No.		Email Address
Date of Birth		Citize	enship			Civil Sta	itus
Work Experience (star	t from th	ne curren	t employme	ent, a	add rows if ne	cessary)	
AGENCY / COMPANY NAME (Write in full)	DA	USIVE TES (dd/yy) To	Total Number of Experience (Number Years an	ce of d	POSITION TITLE (Write in full)	J	IOB DESCRIPTION
			Months))			
Professional Licenses,	Certificat	tes, Othe	r Credential	s			
		Title					Date Received

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

	Date:
[Signature of staff member and authorized representative of the firm]	Day/Month/Year
Full name of staff member:	
Full name of authorized representative:	

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

This is to certify that ______ 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 <u>all</u> 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. *Example: "Construction of Ports, Harbor, etc."*

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

This is to certify that(Bidder)has completed the below-listed contract prior the deadline of submission and openingof 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

*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. *Example: "Construction of Ports, Harbor, etc."*

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:

Date

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

signature over printed name

Name of Firm/Applicant

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:

	_	Owned, Leased Submitted Proof (As Applicable)					1		
Description (Type, Model, Make)	No. of Unit(s)	Capacity Output	and/or Under Purchase Agreement Agreement		Manufacturer	Engine Serial No.	Chassis No. / Name of Vessel	Location	Status

1. 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 contract together with a copy of the Owner's (Lessor's) proof of ownership.

Name of Firm/Applicant

signature over printed name Authorized Signing Official

Date