



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

PHILIPPINE BIDDING DOCUMENTS

Project Title : Flattening of the Hilly Area
Invitation to Bid No. : 2023-02-051

TABLE OF CONTENTS

Glossary of Terms, Abbreviations, and Acronyms.....	4
Section I. Invitation to Bid	7
Section II. Instructions to Bidders.....	10
1. Scope of Bid.....	11
2. Funding Information	11
3. Bidding Requirements.....	11
4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices	11
5. Eligible Bidders.....	11
6. Origin of Associated Goods	12
7. Subcontracts	12
8. Pre-Bid Conference.....	12
9. Clarification and Amendment of Bidding Documents.....	12
10. Documents Comprising the Bid: Eligibility and Technical Components.....	12
11. Documents Comprising the Bid: Financial Component	13
12. Alternative Bids	13
13. Bid Prices	13
14. Bid and Payment Currencies.....	14
15. Bid Security.....	14
16. Sealing and Marking of Bids.....	14
17. Deadline for Submission of Bids	14
18. Opening and Preliminary Examination of Bids	14
19. Detailed Evaluation and Comparison of Bids	15
20. Post Qualification.....	15
21. Signing of the Contract	15
Section III. Bid Data Sheet.....	16
Section IV. General Conditions of Contract	20
1. Scope of Contract.....	21
2. Sectional Completion of Works	21
3. Possession of Site.....	21
4. The Contractor's Obligations.....	21
5. Performance Security	22
6. Site Investigation Reports	22

7.	Warranty.....	22
8.	Liability of the Contractor.....	22
9.	Termination for Other Causes.....	22
10.	Dayworks	23
11.	Program of Work.....	23
12.	Instructions, Inspections and Audits	23
13.	Advance Payment.....	23
14.	Progress Payments	23
15.	Operating and Maintenance Manuals.....	23
	Section V. Special Conditions of Contract.....	25
	Section VI. Specifications	27
	Section VII. Drawings.....	35
	Section VIII. Bill of Quantities	36
	Section IX. Checklist of Technical and Financial Documents.....	39

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 Flattening of the Hilly Area Invitation to Bid No. 2023-02-051

1. The *Philippine National Oil Company*, through the *2023 Approved Corporate Operating Budget* intends to apply the sum of ***Fifty Three Million Five Hundred Forty Thousand Pesos (PhP53,540,000.00)*** being the Approved Budget for the Contract (ABC) to payments under the contract for ***Flattening of the Hilly Area*** . 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 three hundred (300) 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 hours from 8:00 AM to 5:00 PM***.
5. A complete set of Bidding Documents may be acquired by interested bidders starting ***April 20, 2023*** 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 Fifty Thousand Pesos (PhP50,000.00)*. 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 ***April 27, 2023 (10:00 AM)*** at the PNOC Bldg. 6, Energy Center, Rizal Drive, Bonifacio Global City, Taguig City or 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 ***May 25, 2023 (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 **May 25, 2023 (10:30 AM)** 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

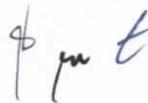
Email: rgvergara@pnoc.com.ph

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


ATTY. RONALD C. CHUA
Chairperson
Special Bids and Awards Committee



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 *Flattening of the Hilly Area*, with Project Identification Number 2023-02-052.

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 2023 in the amount of *Fifty Three Million Five Hundred Forty Thousand Pesos (PhP53,540,000.00)*.

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.
 - 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	<p>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:</p> <p style="text-align: center;">The contractor must have completed at least one (1) project in earthworks construction.</p>																													
7.1	<i>Subcontracting is not allowed.</i>																													
10.3	<p>The required PCAB license for this contract is as follows:</p> <p>At least a Small B contractor for General Engineering with PCAB License in category Medium A.</p>																													
10.4	<p>The key personnel must meet the required minimum years of experience set below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Key Personnel</th> <th style="text-align: center;">No.</th> <th style="text-align: center;">Minimum Years of Similar Experience (Same Position)</th> <th style="text-align: center;">Minimum Years of Similar and Related Experience</th> <th style="text-align: center;">Type of Experience</th> </tr> </thead> <tbody> <tr> <td>Project Manager</td> <td style="text-align: center;">1</td> <td style="text-align: center;">15</td> <td style="text-align: center;">5</td> <td>A licensed Civil Engineer with construction experience as Project Manager in Excavation, Port Development, and Engineering Infrastructure.</td> </tr> <tr> <td>Project Engineer</td> <td style="text-align: center;">1</td> <td style="text-align: center;">10</td> <td style="text-align: center;">5</td> <td>A Civil Engineer with construction experience as Project Engineer in Excavation, Port Development, and Engineering Infrastructure.</td> </tr> <tr> <td>Materials/ Quality Control Engineer</td> <td style="text-align: center;">1</td> <td style="text-align: center;">5</td> <td style="text-align: center;">5</td> <td>DPWH Accredited Material Engineer II</td> </tr> <tr> <td>Geotechnical Engineer</td> <td style="text-align: center;">1</td> <td style="text-align: center;">5</td> <td style="text-align: center;">5</td> <td>A licensed Civil Engineer with construction experience as geotechnical engineer.</td> </tr> </tbody> </table>					Key Personnel	No.	Minimum Years of Similar Experience (Same Position)	Minimum Years of Similar and Related Experience	Type of Experience	Project Manager	1	15	5	A licensed Civil Engineer with construction experience as Project Manager in Excavation, Port Development, and Engineering Infrastructure.	Project Engineer	1	10	5	A Civil Engineer with construction experience as Project Engineer in Excavation, Port Development, and Engineering Infrastructure.	Materials/ Quality Control Engineer	1	5	5	DPWH Accredited Material Engineer II	Geotechnical Engineer	1	5	5	A licensed Civil Engineer with construction experience as geotechnical engineer.
Key Personnel	No.	Minimum Years of Similar Experience (Same Position)	Minimum Years of Similar and Related Experience	Type of Experience																										
Project Manager	1	15	5	A licensed Civil Engineer with construction experience as Project Manager in Excavation, Port Development, and Engineering Infrastructure.																										
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Materials/ Quality Control Engineer	1	5	5	DPWH Accredited Material Engineer II																										
Geotechnical Engineer	1	5	5	A licensed Civil Engineer with construction experience as geotechnical engineer.																										

Geodetic Engineer	1	5	3	A licensed Geodetic Engineer with experience in Excavation, Port Development, and Engineering Infrastructure.
Construction Safety and Health Officer	Per requirement on RA11058/ DOLE Department Order 198-18	5	3	SO2/ SO3/ SO4 per requirement on RA11058/ DOLE Department Order 198-18
Construction Foreman	1	5	3	Experienced in infrastructure works including earthmoving and excavation.

Similar works covers overall work experience in same position for the designated position on Construction / Rehabilitation of Port and Harbor.

10.5

The minimum major equipment requirements are the following:

Construction Equipment	Required Number of Units	Minimum Capacity per Unit
Backhoe Crawler	2	0.80 cu m
Low Bed Trailer	2	60 Ton
Hydraulic Excavator with Attached Breaker	2	222 HP
Bulldozer with attached Ripper	1	300 HP
Bulldozer with attached Ripper	1	200 HP
Dump Trucks	5	9-13 cm, 290 HP
Wheel Loader 3.1cm	1	160 HP
Motorized Grader	1	200 HP
Vibratory Roller	1	10 Tons
Concrete Mortar Pump/ Spray	1	1-2 cu m / hr
Truck Mounted Pumpcrete	1	130 HP
Total Station with Prism	2	-
Level Instrument + 2 stadia road	1	-
Water Truck	1	1,000 to 3,000 gallons capacity with pump attached

12

Alternative bids shall not be accepted.

15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <p>a. The amount of not less than PhP1,070,000.00 [<i>two percent (2%) of ABC</i>], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</p> <p>b. The amount of not less than PhP2,677,000.00 [<i>five percent (5%) of ABC</i>] if bid security is in Surety Bond.</p>
19.2	Partial bid is not allowed.
20	<i>None</i>
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	Fifteen (15) years.
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>thirty (30) calendar days</i> from delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is <i>Six Thousand Pesos (PhP6,000.00) per day of delay</i> .
13	The amount of the advance payment shall not exceed 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 operating and maintenance manuals are required is thirty (30) calendar days upon acceptance of Punch List . The date by which "as built" drawings are required within thirty (30) calendar days upon acceptance of 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 <i>Five Hundred Fifty Thousand Pesos (PhP550,000.00)</i>

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 Flattening of the Hilly Area at PNOC ESB:

1. Mobilization and Demobilization;
2. Securing Permits and Clearance from concerned LGUs and DENR;
3. Provide Construction Safety and Health Program during the execution of contract for the period of 10 months;
4. Clearing and grubbing;
5. Removal of all trees, roots, logs, shrubs, grass, fallen timber and other surface litter;
6. Embankment;
7. Rock excavation from hill;
8. Surplus common excavation from hill;
9. Hauling and spreading;
10. Grouted Riprapping;
11. Sodding;
12. Shotcrete.

II. LABOR REQUIREMENTS

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

Key Personnel	No.	Minimum Years of Similar Experience (Same Position)	Minimum Years of Similar and Related Experience	Type of Experience
Project Manager	1	15	5	A licensed Civil Engineer with construction experience as Project Manager in Excavation, Port Development, and Engineering Infrastructure.
Project Engineer	1	10	5	A Civil Engineer with construction experience as Project Engineer in Excavation, Port Development, and Engineering Infrastructure.

Key Personnel	No.	Minimum Years of Similar Experience (Same Position)	Minimum Years of Similar and Related Experience	Type of Experience
Materials/ Quality Control Engineer	1	5	5	DPWH Accredited Material Engineer II
Geotechnical Engineer	1	5	5	A licensed Civil Engineer with construction experience as geotechnical engineer.
Geodetic Engineer	1	5	3	A licensed Geodetic Engineer with experience in Excavation, Port Development, and Engineering Infrastructure.
Construction Safety and Health Officer	Per requirement on RA11058/ DOLE Department Order 198-18	5	3	SO2/ SO3/ SO4 per requirement on RA11058/ DOLE Department Order 198-18
Construction Foreman	1	5	3	Experienced in infrastructure works including earthmoving and excavation.

Similar works experiences in same position for Port Development, Excavation, Reclamation, Flood Control: Construction Shore Protection (FCSP) i.e. Seawall, Breakwater, and related works.

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

III. EQUIPMENT REQUIREMENTS

The contractor shall provide its own construction materials, equipment, and transportation, in the performance of the construction described in this Scope of works.

The minimum major equipment requirements are the following:

Construction Equipment	Required Number of Units	Minimum Capacity per Unit
Backhoe Crawler	2	0.80 cu m
Low Bed Trailer	2	60 Ton
Hydraulic Excavator with Attached Breaker	2	222 HP
Bulldozer with attached Ripper	1	300 HP
Bulldozer with attached Ripper	1	200 HP
Dump Trucks	5	9-13 cm, 290 HP
Wheel Loader 3.1cm	1	160 HP
Motorized Grader	1	200 HP
Vibratory Roller	1	10 Tons
Concrete Mortar Pump/ Spray	1	1-2 cu m / hr
Truck Mounted Pumpcrete	1	130 HP
Total Station with Prism	2	-
Level Instrument + 2 stadia road	1	-
Water Truck	1	1,000 to 3,000 gallons capacity with pump attached

IV. TECHNICAL SPECIFICATIONS

The Contractor shall refer to Annex A Technical Specification Proposed Flattening of the Hill Volume II-A Contract Package I.

V. BILL OF QUANTITIES

The Contractor shall refer to Annex B Bill of Quantities.

VI. DRAWINGS

The contractor should refer to Annex C for the signed and approved drawings. The drawings consist of the following contents:

ITEM	SHEET CONTENTS	SET NO.	SHEET NO.
1	Cover Sheet Page Proposed Flattening of the Hill		
2	General	G	
3	Table of Contents	01/05	01/19
4	Map of the Philippines, Location Map, & Vicinity Map	02/05	02/19
5	General Notes	03/05	03/19
6	General Site Development	04/05	04/19
7	Site Development Plan (Contract Package II)	05/05	05/19
8	Survey Works	SU	
9	Topographic Survey Plan	01/01	06/19
10	Geotechnical Works	GE	

ITEM	SHEET CONTENTS	SET NO.	SHEET NO.
11	General Borehole Location Plan	01/06	07/19
12	Borehole Location Plan	02/06	08/19
13	Plan & Longitudinal Profile of Borehole 20, 19 and 17	03/06	09/19
14	Plan & Longitudinal Profile of Borehole 13 and 15	04/06	10/19
15	Plan & Longitudinal Profile of Borehole 14 and 16	05/06	11/19
16	Plan & Longitudinal Profile of Borehole 18	06/06	12/19
17	Civil Works	CW	
18	Site Grading		
19	Overall Grading Plan	01/07	13/19
20	Grading Plan (Contract Package II)	02/07	14/19
21	Cross Sections 1 and 2	03/07	15/19
22	Cross Sections 3 and 4	04/07	16/19
23	Cross Sections 5 and 6	05/07	17/19
24	Cross Sections 7 and 8	06/07	18/19
25	Cross Sections 9 and 10	07/08	19/19

VII. PROJECT EXECUTION REQUIREMENTS

A. 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 shall secure all necessary permits like tree cutting and excavation permits.
5. 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. Quality Control Plans;
 - g. Work Schedule and S-Curve; and
 - h. Construction Safety and Health Program.
6. 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.

7. The contractor must conduct proper planning and safety orientation meetings with all personnel involved in the work prior to commencement.
8. The safety structures shall be set in place like rock fall protection netting and perimeter fence to ensure safety of the people working down below the area of excavation. Sediment traps or basin shall also be set in place to ensure sediments do not flow towards the sea.
9. The contractor is required to coordinate all activities and work relative to the project with the PNOC representative for proper monitoring and coordination.
10. 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.
11. During the whole course of excavation, a dedicated Geodetic Engineer (GE) shall monitor soil – rock type/ condition and provide guidance and direction for slope protection works. The determination of soil – rock interface is critical. The GE shall be coordinating with PNOC's Engineer/ Authorize Representative for proper action.
12. All unsuitable materials or structures on top of the hill shall be taken offsite or to a site approved by PNOC Representative, while all suitable materials shall be temporarily stockpiled at the bottom level area near the port project, as designated by PNOC Representative, for usage in Wharf expansion/ upgrading works by another Contractor. All excess materials shall be disposed within the PNOC compound or off site upon approval of PNOC Representative.
13. Excavated materials' temporary loading stations and haul roads along the hill shall be properly selected to ensure safety. These will gradually be lowered as excavation progresses. All soil graded areas shall immediately be covered with sod and maintained/ watered until they are fully grown.
14. 2H : 1V slope for soil and 1H : 1V slope for rock have been established. Any deviation from these slopes shall be subject to PNOC/ Authorized Representative's approval. All soil surfaces shall be covered by approved sodding material while none for rock surfaces except when weathered or fractured rocks are encountered subject to approval of PNOC/ Authorized Representative.
15. Rock fall protection or netting shall be installed along slope berms to ensure safety below the hill.
16. The Contractor shall comply with all the Safety and Health, Security and Environmental policies and settle corresponding penalty for non-compliance pursuant to ESB Operations Guidelines No.21-002 (Refer to Annex D Additional References) on top of penalty to be imposed by DOLE. 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.
17. 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.
18. 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.

19. 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.
20. 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.
21. 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.
22. The Contractor shall submit to PNOC ESB representative Daily Accomplishment Report for construction monitoring purposes.
23. 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.
24. 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.
25. As built drawings are required to be submitted within thirty (30) calendar days upon acceptance of the punch list.

B. 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.

C. 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

Any other documents listed in the Special Conditions of the Contracts shall be considered as forming part of the Contract.

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.

All works shall be properly coordinated with PNOC ESB.

VIII. PERMITS AND LICENSES

The Contractor shall secure permits and licenses from the LGU and DENR. The Tree Inventory and processing of the permit to cut trees shall be for the account of the contractor. PNOC will assist the Contractor with all the documentary requirements to be submitted to DENR for the processing of the said permit.

IX. SUBCONTRACTS

Subcontracting is not allowed for this project.

X. PROJECT DURATION

Work should be completed within three hundred (300) calendar days reckoned from the date of receipt of the Notice to Proceed. The 300 calendar days include the thirty (30) rainy/unworkable days with the approval of PNOC ESB management. The 300 calendar days also include forty – five (45) days for processing of necessary permits and licenses reckoned from the receipt of the Notice to Proceed.

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.

XI. WARRANTY PROVISIONS

The warranty against Structural Defects and Failures shall cover the following periods from final acceptance, except those occasioned by force majeure:

Permanent Structures: Fifteen (15) years

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.

XII. DEFINITION OF SIMILAR PROJECTS

The contractor must have completed at least one (1) project in earthworks construction.

The contractor must be at least a Small B contractor for General Engineering with PCAB License in category Medium A.

For Complete details see attached ANNEX "A"

Section VII. Drawings

ANNEX "B"

Section VIII. Bill of Quantities

Notes on the Bill of Quantities

Objectives

The objectives of the Bill of Quantities are:

- a. to provide sufficient information on the quantities of Works to be performed to enable Bids to be prepared efficiently and accurately; and
- b. when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

Daywork Schedule

A Daywork Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by the Entity of the realism of rates quoted by the Bidders, the Daywork Schedule should normally comprise the following:

- a. A list of the various classes of labor, materials, and Constructional Plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a daywork basis.
- b. Nominal quantities for each item of Daywork, to be priced by each Bidder at Daywork rates as Bid. The rate to be entered by the Bidder against each basic Daywork item should include the Contractor's profit, overheads, supervision, and other charges.

Provisional Sums

A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the

SCC should state the manner in which they will be used, and under whose authority (usually the Procuring Entity's Representative's).

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Procuring Entity to select such specialized contractors. To provide an element of competition among the Bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

Signature Box

A signature box shall be added at the bottom of each page of the Bill of Quantities where the authorized representative of the Bidder shall affix his signature. Failure of the authorized representative to sign each and every page of the Bill of Quantities shall be a cause for rejection of his bid.

These Notes for Preparing a Bill of Quantities are intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They should not be included in the final documents.

BILL NO.	TECHNICAL SPECS CODE	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL COST
1		GENERAL EXPENSES				
1.01	B.9	Mobilization & Demobilization	lot	1.00		
1.02	B.9	Permits and Clearances	lot	1.00		
1.03	B.7	Implementation of Safety, Health, Security, and Environment in accordance with the existing laws	lot	1.00		
Subtotal 1						
2	PART C	EARTHWORKS				
2.01	100	Clearing and Grubbing	sq m	19,417.00		
2.02	101	Removal and Cutting of Trees	lot	1.00		
2.03	104	Embankment from (SCE)	cu m	3,300.00		
2.04	103	Rock Excavation from Mountain	cu m	31,524.00		
2.05	102	Surplus Common Excavation from Mountain	cu m	145,080.00		
2.06	102	Hauling and Spreading Cost (RE)	cu m	31,524.00		
2.07	102	Hauling and Spreading Cost (SCE)	cu m	141,780.00		
Subtotal 2						
3		SLOPE PROTECTION STRUCTURES				
3.01	405	Grouted Riprap (Cost of Boulders not Included)	cu m	247.00		
3.02	610	Sodding	sq m	9,594.00		
3.03	405	Shotcrete	sq m	1,320.00		
Subtotal 3						
Grand Total (1+2+3) inclusive of 12% VAT and other Taxes					PHP	

NOTE: Priced BOQ shall include Detailed Unit Cost Analysis (DUPA). Failure to submit DUPA will result to bid rejection.

 (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 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; **and**
- (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;

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; **and**

- (d) 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; **or** 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; **and**
- (g) 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

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

Class "B" Documents

- (i) 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

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

Other documentary requirements under RA No. 9184

- (k) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- (l) 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**
- (m) 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

¹ currently based on GPPB Resolution No. 09-2020

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].
- 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/manufacturer/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. *[Name of Bidder]* hereby assigns the following contact number/s and e-mail address/es as the official telephone/fax number and contact reference of the company where the PROCURING ENTITY notices may be transmitted.

Telephone No/s.	:	_____
Fax No/s.	:	_____
E-mail Add/s.	:	_____

It is understood that notices/s transmitted in the above-stated telephone/fax numbers and/or e-mail address/es are deemed received as of its transmittal and the reckoning period for the reglementary periods stated in the bidding documents and the revised Implementing Rules and Regulations of Republic Act No. 9184 shall commence from receipt thereof.

11. **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

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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 On-going Contracts	_____
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

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	Value of Outstanding Works

_____ 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. *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 to 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. *Example: “Construction of Ports, Harbor, etc.”*

Format of Curriculum Vitae (CV) for Proposed Professional Staff

Proposed Position						
Personal Information						
Name of Staff						
Address			Contact No.		Email Address	
Date of Birth		Citizenship		Civil Status		
Project Experience <i>(start from the current employment, add rows if necessary)</i> <i>Similar and Related to the Project</i>						
EMPLOYER (AGENCY / COMPANY NAME) (Write in Full)	CLIENT (COMPANY NAME) (Write in Full)	PROJECT TITLE With Brief Project Description (Write in Full)	PROJECT DURATION (MM/DD/YYYY)		POSITION TITLE (Write in Full)	DETAILED JOB DESCRIPTION
			START	END		
Relevant Training <i>(start from the most recent, add rows if necessary)</i>						
Course Title	Inclusive Dates		Location	No. of Hours	Conducted / Sponsored by	
	From	To				
Education <i>(start from the most recent, add rows if necessary)</i>						
School	Inclusive Dates		Degree Course (Indicate if Completed)	Scholarships / Academic Honors Received		
	From	To				

Technical Expertise	
Database	
Operating Systems	
Application Software	
Professional Licenses, Certificates, Other Credentials	
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: _____
[Printed Name and Signature of staff member] *MM/DD/YYYY*

CERTIFIED CORRECT:

_____ Date: _____
[Printed Name and Signature of authorized representative of the firm] *MM/DD/YYYY*

Statement of Availability of Equipment

(Date of Issuance)

Attention : The Chairperson
Bids and Awards Committee

Dear Sir / Madame:

In compliance with the requirements of the Philippine National Oil Company (PNOC) BAC for the bidding of the Energy Supply Base Port Development, we certify the availability of equipment that (Name of the Bidder) owns, has under lease, and/or has under purchase agreements, that may be used for the construction contracts.

Further, we likewise certify the availability of equipment that (Name of the Bidder) owns, has under lease, and/or has under purchase agreements, that may be used for the construction contracts.

Very truly yours,

(Name of Representative)

(Position)

(Name of Bidder)

