

PHILIPPINE NATIONAL OIL COMPANY

PNOC BLDG. 6, ENERGY CENTER, RIZAL DRIVE, BONIFACIO GLOBAL CITY, TAGUIG CITY

PHILIPPINE BIDDING DOCUMENTS

Rehabilitation of Electrical Wiring and Lighting of Warehouse 1, 2, 3 and 4
Invitation to Bid No. 2022-08-180

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

 ${\bf SLCC-Single\ Largest\ Completed\ Contract}.$

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

Rehabilitation of Electrical Wiring and Lighting of Warehouse 1, 2, 3 and 4 Invitation to Bid No. 2022-08-180

- The Philippine National Oil Company (PNOC), through the 2022 Approved Corporate Operating Budget intends to apply the sum of Three Million Nine Hundred Seventy Thousand Pesos (PhP3,970,000.00) being the Approved Budget for the Contract (ABC) to payments under the contract for Rehabilitation of Electrical Wiring and Lighting of Warehouse 1, 2, 3 and 4. Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The *PNOC*, now invites bids for the above Procurement Project. Completion of the Works is required within **one hundred eighty (180) 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.
- Interested bidders may obtain further information from PNOC, and inspect the Bidding Documents at the address given below during working days from 8:00 AM to 5:00 PM.
- 5. A complete set of Bidding Documents may be acquired by interested bidders starting August 9, 2022 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 Four Thousand Pesos (PhP4,000.00). 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 *PNOC* will hold a Pre-Bid Conference on *August 16, 2022 (10:00AM)* through videoconferencing via *Zoom* which shall be open to prospective bidders.
- Bids must be duly received by the BAC Secretariat through manual submission at the
 office address as indicated below, on or before *August 30, 2022 (10:00AM)*. 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.
- Bid opening shall be on August 30, 2022 (10:30AM) 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 PNOC, 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 Bizal

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

Bonifacio Global City, Taguig City

Tel. Nos.: 8789 - 7605

Fax Nos.: 8812 - 6041 / 8840 - 1440

Email: rgvergara@pnoc.com.ph

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

12. You may visit the following websites:

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

BAC Chairperson

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, *Rehabilitation of Electrical Wiring and Lighting of Warehouse* **1, 2, 3 and 4**, with Project Identification Number 2022-08-180

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 2022 in the amount of *Three Million Nine Hundred Seventy Thousand Pesos* (PhP3,970,000.00).
- 2.2. The source of funding is:
 - a. Approved Corporate Operating Budget.

3. Bidding Requirements

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

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

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

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

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

5. Eligible Bidders

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

A contract is considered to be "similar" to the contract to be bid if it has the major categories of work stated in the **BDS**.

- 5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.2 of the 2016 IRR of RA No. 9184.

6. Origin of Associated Goods

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

7. Subcontracts

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

The Procuring Entity has prescribed that:

a. Subcontracting is not allowed.

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

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

11. Documents Comprising the Bid: Financial Component

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

12. Alternative Bids

Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic technical design as indicated in the drawings and specifications. Unless there is a value engineering clause in the **BDS**, alternative Bids shall not be accepted.

13. Bid Prices

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

14. Bid and Payment Currencies

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

15. Bid Security

- 15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 15.2. The Bid and bid security shall be valid until *one hundred twenty (120) calendar days from deadline of submission*. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

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

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

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

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "passed" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 16 shall be submitted for each contract (lot) separately.
- 19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet (BDS)

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

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

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

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

Bid Data Sheet

ITB Clause						
5.2	For this purpose, contracts similar to the Project refer to contracts which ha the same major categories of work, which shall be:					
	The contractor shall have completed at least one (1) project in installation of electrical lighting and wirings of warehouses or any vertical structure.					
7.1	Subcontracting is not allow	ved.				
10.3	The contractor must be a category C or D.	at least Small	B contractor with PCAB License in			
10.4	The key personnel must n below:	neet the require	ed minimum years of experience set			
		T				
	Key Personnel	Min Fugges	General Experience			
	Project Manager	-	professional experience in over-all			
	Project Electrical	1 -	gement in engineering field. professional experience in over-all			
	Engineer	project management in engineering field.				
	Safety Officer	1 -				
			experience as Safety Officer.			
	Foreman		rs of being a foreman.			
	Electrician	possess c	ars of being electrician and must ertification from accredited			
		agencies.				
10.5	The minimum major equip	ment requireme	ents are the following:			
	Equipment		Number of Units			
	Multi-tester		2 units			
	Lux Meter		1 unit			
	Pipe Bender		1 unit			
	Welding Machine		1 unit			
12	Alternative bids shall not be accepted.					
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: a. The amount of not less than Seventy Nine Thousand Four Hundred Pesos (PhP79,400.00) [two percent (2%) of ABC], if bid security is in					

	cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;			
	b. The amount of not less than One Hundred Ninety Eight Thousand Five Hundred Pesos (PhP198,500.00) [five percent (5%) of ABC] if bid security is in Surety Bond.			
19.2	Partial bid is not allowed.			
20	Site Inspection Certificate			
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 Scurve, 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

- 3.1. 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.
- 3.2. 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
3.1	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	The warranty for the lighting fixtures shall be two (2) years reckoned from the delivery on site. The original copy of the delivery receipts from the Contractor's supplier shall be submitted to PNOC upon delivery on site.
	The warranty for the services of the Contractor shall be one (1) year reckoned from the date of final turn-over and acceptance.
10	No day works are applicable to the contract.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within <i>fifteen (15) days</i> of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is one tenth of one percent (1/10 of 1%) of the total amount for the contract.
13	The amount of the advance payment is 15% of the contract amount.
14	Materials and equipment delivered on the site but not completely put in place shall not be included for payment .
15.1	The date by which "as built" drawings are required within thirty (30) Calendar Days upon acceptance of the Punch List.
15.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is <i>ten</i> percent (10%) of the total amount of the contract

Section VI. Specifications

Project Title : Rehabilitation of Electrical Wiring and Lighting of Warehouse 1,

2, 3, & 4

Project Location: Energy Supply Base, Mainaga, Mabini, Batangas

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 rehabilitation of lighting system of Warehouse 1, 2, 3, and 4.

1. Mobilization:

- 2. Dismantling/Removal of existing electrical lighting system on Warehouse 1, 2, 3, and 4 lighting fixtures, conduits, electrical lines and panelboards. All dismantled materials will be turned over to PNOC ESB and to be stored in PNOC designated area.
- 3. Supply, delivery, and installation of electrical conduit Polyvinyl Chloride and Intermediate Metallic Conduit, fittings and accessories at Warehouse 1, 2, 3, and 4.
- 4. Supply, delivery, and installation of electrical panelboards, junction boxes and industrial switches at Warehouse 1, 2, 3, and 4.
- 5. Supply, delivery, and installation of lighting fixtures at Warehouse 1, 2, 3, and 4.
- 6. Cable pulling and termination of electrical wires on lighting system and panelboards.
- 7. Provide tagging on electrical panelboards on Warehouse 1, 2, 3, and 4.
- 8. Testing and Commissioning.
- 9. Supply and delivery of H-frame with platform minimum of nine (9) meters high.
- 10. Cleaning and demobilization.

II. LABOR REQUIREMENTS

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

Key Personnel	General Experience		
Project Manager	Min. 5 years professional experience in over-all project		
	management in engineering field.		
Project Electrical Engineer	Min. 5 years professional experience in over-all project		
	management in engineering field.		
Safety Officer	SO2 with minimum 2 years professional experience as		
	Safety Officer.		
Foreman	Min of 3 years of being a foreman.		
Electrician	Min of 3 years of being electrician and must possess		
	certification from accredited government agencies.		

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

III. EQUIPMENT REQUIREMENTS

The minimum major requirements are the following:

Equipment	Number of Units
Multi-tester	2 units
Lux Meter	1 unit
Pipe Bender	1 unit
Welding Machine	1 unit

IV. MATERIALS REQUIREMENTS

1. Lighting fixtures specifications must be 150W LED High Bay IP66, lumen output of 20,250Lm or greater and beam angle of 60° or equivalent subject for approval of PNOC Management. For 50W LED Flood Light, lumen output of 4,750Lm or greater and beam angle of 110° or equivalent.

The contractor must submit complete list of the lighting fixtures with complete technical specifications subject for approval of the PNOC representative prior to purchase. All lighting fixtures shall be brand new and the original copy of the delivery receipts from the Contractor's supplier shall be submitted to PNOC upon delivery on site.

- 2. All conduits, boxes, and fittings shall be brand new and shall be of the approved type meeting all the requirements of the Philippine Electrical Code and bearing the Philippine Standard Agency (PSA) mark or equivalent.
- 3. All conduits must be Polyvinyl Chloride Schedule 40 with complete fittings (from lighting fixtures, junction box to pull box) and Intermediate Metallic Conduit (IMC) Schedule 40 complete with fittings (from pull boxes to panelboards). It shall be galvanized.
- 4. All junction boxes and cover shall be Code gauge #18 steel and galvanized. Outlet boxes shall be galvanized pressed steel of standard make.
- 5. All conduit fittings such as coupling, locknuts and bushing shall be galvanized of standard make.
- 6. Electrical wiring shall be Copper and Thermoplastic High-Heat-Resistant, Nylon Coated wire unless otherwise indicated in the plan. The minimum size of the wire of lighting circuit homerun shall be 3.5mm² and designed to operate up to 600 volts. Smallest raceway shall be 15mmø trade/ nominal size.
- 7. Lighting switches shall be industrial type, single pole, rated 15A toggle switch.

- 8. Electrical panel boards shall conform to the schedule shown in the approved plan with respect to supply characteristics, rating of main lugs, number and ratings and capacity of branch circuit breakers. Electrical panel boards must be NEMA 3X Enclosure Rain tight. It shall also consist of a factory completed dead front assembly mounted in an enclosing flush type cabinet consisting of code gauge galvanized sheet steel box with trim and door. Safety Breaker should be bolt on.
- 9. Kilowatt-hour meter shall be FM2S-I70S CL100, 3 wire, 100 Amps, 240 Volts, round base for single phase. For three phase kilowatt-hour meter shall be kV2c CL200, 4 wire, 200A, 240 Volts round base.
- 10. The contractor shall supply brand new H-frame with platform and wheels, and the Galvanized Iron Pipes used shall be schedule 20 standards. Also, cross bracing, ladder and platform should be of standard specifications.
- 11. Solderless copper connector and rubber tape self-fusing should be used in splicing joints of main lines.
- 12. The materials and equipment to be furnished shall be standard products of reputable manufacturer engaged in the production of such materials and equipment.
- 13. The contractor may refer to shop drawing (Annex A) for additional specifications of materials.

V. BILL OF QUANTITIES (BOQ)

The contractor may refer to 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		
П	Warehouse 1				
	2.1 Lighting System				
	2.1.1 LED High Bay 150W	48.00	pcs		
	2.1.2 LED Floodlight 50W	15.00	pcs		
	2.1.3 One Gang Switch	15.00	pcs		

	2.1.4 Two Gang Switch	15.00	pcs	
	2.1.5 Emergency Light	6.00	Pcs	
	Convenience Outlet	0.00	1 63	
	2.1.6 15mmø Polyvinyl	1.00	lot	
	Chloride Conduit	1.00	100	
	2.1.7 3.5mm ² THHN Copper	100	lot	
	Wire Copper	100	100	
	2.1.8 Fittings, Junction box	1.00	lot	
	and supports	1.00	100	
	2.1.9 Miscellaneous and	1.00	lot	
	Consumable items	1.00	101	
	2.2 Panel Boards c/w tagging,			
	circuit breaker, and kilowatt-			
	hour meter with gutter			
	2.2.1 Panel Board (250mm x	29.00	2007	
	160mm x 80mm) complete	29.00	assy	
	with Circuit Breaker 15AT;			
	2P,240VAC, 60Hz			
	2.2.2Kilowatt-hour Meter	14.00	ncc	
		14.00	pcs	
	with gutter	1.00	26614	
	2.2.3 Panel Board (400mm x 300mm x 200mm) complete	1.00	assy	
	with Circuit Breaker 100AT,			
	30AT and 15AT; 2P, 240VAC,			
	60Hz			
	2.2.4 Kilowatt-hour Meter	1.00	ncc	
	with gutter	1.00	pcs	
	2.2.5 15mmø IMC Conduit	1.00	lot	
	2.2.6 3.5mm ² THHN Copper	1.00	lot	
	Wire	1.00	ΙΟ	
	2.2.7 Fittings, Pull box, and	1.00	lot	
	,	1.00	ΙΟ	
	supports 2.2.8 Miscellaneous and	1.00	lot	
	Consumable items	1.00	ΙΟί	
	2.2.9 Panelboard foundation	1.00	lot	
	and support	1.00	iυι	
	2.3 Main Feeder and Sub			
	Feeders			
	2.3.3 Solderless connector	1.00	lot	
	2.3.5 Miscellaneous and	+		
	Consumable Items	1.00	lot	
	Consumable items			
III	Warehouse 2			
	3.1 Lighting System	26.00	10.00	
	3.1.1 LED High Bay 150W	36.00	pcs	
	3.1.2 LED Floodlight 50W	6.00	pcs	

1		T		_	
	3.1.3 One Gang Switch	6.00	pcs		
	3.1.4 Two Gang Switch	4.00	pcs		
	3.1.5 15mmø Polyvinyl	1.00	lot		
	Chloride Conduit				
	3.1.6 3.5mm ² THHN Copper	100	lot		
	Wire				
	3.1.7 Fittings, Junction box	1.00	lot		
	and supports				
	3.1.8 Miscellaneous and	1.00	lot		
	Consumable items				
	3.2 Panel Boards c/w tagging,				
	circuit breaker, and kilowatt-				
	hour meter with gutter				
	3.2.1 Panel Board (400mm x	3.00	assy		
	300mm x 200mm) complete		•		
	with Circuit Breaker 100AT,				
	30AT, 15AT; 2P,240VAC,				
	60Hz				
	3.3.2 Kilowatt-hour Meter	3.00	pcs		
	with gutter		•		
	3.2.3 15mmø IMC Conduit	1.00	lot		
	3.2.4 3.5mm ² THHN Copper	1.00	lot		
	Wire				
	3.2.5 Fittings, Pull box, and	1.00	lot		
	supports				
	3.2.6 Miscellaneous and	1.00	lot		
	Consumable items				
	3.2.7 Panelboard foundation	1.00	lot		
	and support				
	3.3 Main Feeder and Sub				
	Feeders				
	3.3.3 Solderless connector	1.00	lot		
	3.3.5 Miscellaneous and	1.00	lot		
	Consumable Items				
IV	Warehouse 3				
	4.1 Lighting System				
	4.1.1 LED High Bay 150W	32.00	pcs		
	4.1.2 LED Floodlight 50W	6.00	pcs		
	4.1.3 One Gang Switch	6.00	pcs		
	4.1.4 Two Gang Switch	4.00	pcs		
	4.1.5 15mmø Polyvinyl	1.00	lot		
	Chloride Conduit				
	4.1.6 3.5mm ² THHN Copper	100	lot		
	Wire				

	4.1.7 Fittings, Junction box	1.00	lot	
	and supports			
	4.1.8 Miscellaneous and	1.00	lot	
	Consumable items			
	4.2 Panel Boards c/w tagging,			
	circuit breaker, and kilowatt-			
	hour meter with gutter	2.00		
	4.2.1 Panel Board (400mm x	3.00	assy	
	300mm x 200mm) complete			
	with Circuit Breaker 100AT,			
	30AT, 15AT; 2P,240VAC, 60Hz			
	4.2.2 Kilowatt-hour Meter	3.00	ncc	
	with gutter	3.00	pcs	
	4.2.3 15mmø IMC Conduit	1.00	lot	
	4.2.4 3.5mm ² THHN Copper	1.00	lot	
	Wire			
	4.2.5 Fittings, Pull box, and	1.00	lot	
	supports			
	4.2.6 Miscellaneous and	1.00	lot	
	Consumable items			
	4.2.7 Panelboard foundation	1.00	lot	
	and support			
	4.3 Main Feeder and Sub			
	Feeders			
	4.3.3 Solderless connector	1.00	lot	
	4.3.5 Miscellaneous and	1.00	lot	
	Consumable Items			
\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	Warehouse 4			
V	Warehouse 4			
	5.1 Lighting System 5.1.1 LED High Bay 150W	33.00	ncc	
	5.1.2 LED Floodlight 50W	4.00	pcs	
	5.1.3 One Gang Switch	4.00	pcs	
	5.1.4 Two Gang Switch	4.00	pcs	
	5.1.5 15mmø Polyvinyl	1.00	pcs lot	
1		1.00	101	
	1			
	Chloride Conduit		lot	
	1	100	lot	
	Chloride Conduit 5.1.6 3.5mm ² THHN Copper		lot	
	Chloride Conduit 5.1.6 3.5mm² THHN Copper Wire	100		
	Chloride Conduit 5.1.6 3.5mm² THHN Copper Wire 5.1.7 Fittings, Junction box and supports 5.1.8 Miscellaneous and	100		
	Chloride Conduit 5.1.6 3.5mm² THHN Copper Wire 5.1.7 Fittings, Junction box and supports 5.1.8 Miscellaneous and Consumable items	100	lot	
	Chloride Conduit 5.1.6 3.5mm² THHN Copper Wire 5.1.7 Fittings, Junction box and supports 5.1.8 Miscellaneous and Consumable items 5.2 Panel Boards c/w tagging,	100	lot	
	Chloride Conduit 5.1.6 3.5mm² THHN Copper Wire 5.1.7 Fittings, Junction box and supports 5.1.8 Miscellaneous and Consumable items	100	lot	

	5.2.1 Panel Board (400mm x	1.00	assy			
	300mm x 200mm) complete					
	with Circuit Breaker 100AT,					
	30AT, 15AT; 2P, 240VAC,					
	60Hz					
	5.2.2 Kilowatt-hour Meter	1.00	pcs			
	with gutter					
	5.2.3 15mmø IMC Conduit	1.00	lot			
	5.2.4 3.5mm ² THHN Copper	1.00	lot			
	Wire					
	5.2.5 Fittings, Pull box, and	1.00	lot			
	supports					
	5.2.6 Miscellaneous and	1.00	lot			
	Consumable items					
	5.2.7 Panelboard foundation	1.00	lot			
	and support					
	5.3 Main Feeder and Sub					
	Feeders					
	5.3.3 Solderless connector	1.00	lot			
VI	Other Items					
	Supply and delivery of new H-	1.00	lot			
	Frames and Accessories (9					
	meters)					
	Dismantling/Removal of existing	1.00	lot			
	electrical lighting system on					
	Warehouse 1, 2, 3, and 4					
	GRAND TO	TAL in PHP (I	nclusive c	of all taxes)		

VI.DRAWINGS AND REFERENCES

The contractor may refer to Annex A for the general notes, warehouse floor plan and elevations, lighting layout, load schedule and computations, riser diagrams, and material specification.

VII. PROJECT EXECUTION REQUIREMENTS

A. Methodology Requirements

1. Mobilization & Demobilization

Mobilization shall include transportation to the site of Contractor's materials, equipment, employees, furnishings, and temporary facilities. The Contractor shall

furnish, install and maintain temporary facilities and controls, as required to perform the work. This includes storage for construction materials, tools and machineries. Location of the temporary storage facilities shall be designated by PNOC. Sleeping quarters inside the ESB premises is prohibited.

Demobilization shall include dismantling and removal from the site of Contractor's materials, equipment, and all temporary facilities. It shall include cleanup of the site after completion of work as approved by the PNOC representative. Proper waste management from source to final disposal shall be the responsibility of the contractor as approved by the PNOC management.

The Contractor shall furnish the PNOC representative with a resource schedule showing in detail the sequence of proposed delivery to the site of the materials and equipment necessary to comply with the proposed construction program.

2. Dismantling of existing electrical lines, conduits, lighting fixture and panelboards.

- 2.1 The Contractor shall validate and check any conditions on site which may have an effect on the work and shall immediately notify PNOC representative before commencing the works. The contractor shall furnish necessary equipment and deploy necessary manpower to clear and remove existing structures prior to commencing of the work.
- 2.2 The contractor shall assemble and utilize the supplied scaffoldings or movable H-frame for execution of the work.
- 2.3 The contractor shall remove wholly or in part, and satisfactorily transfer all lighting fixtures, electrical lines, conduits, supports, panelboard assembly, and any other obstruction that may affect execution of work to PNOC ESB designated area.
- 2.4 After dismantling, the contractor shall invite PNOC representative for inspection prior to installation of new lighting system.

Supply, delivery, and installation of electrical conduit – Polyvinyl Chloride and Intermediate Metallic Conduit, fittings and accessories at Warehouse 1, 2, 3, and 4.

3.1 Conduits should be cut square with a hacksaw and reamed. Bends shall be made with the required radius. In making bends, only conduit bending apparatus will be used. The use of a pipe tee or vise for bending conduits shall not be permitted. Conduits which have been crushed, deformed or flattened shall not be installed. No running thread shall be allowed.

- 3.2 No conduit shall be used in any system smaller than 12mm ø electric trade size nor shall have more than four (4) 90-degree bends in any one run and where necessary, pull boxes shall be provided.
- 3.3 All ends of conduits which are left empty in cabinets and conduit boxes shall be plugged with lead or approved pipe caps so as to prevent the entrance of white ants and dirt within the conduit system. Pull wires shall be inserted in the empty ducts before they are closed with lead or pipe caps and shall be left therein for future use.
- 3.4 On exposed work, all pipes and outlet boxes shall be secured by means of galvanized metal clamps which shall be held in place by means of machine screws. No diagonal run shall be allowed and all bends and offsets shall be avoided as much as possible. Conduits shall be supported at 1,500mm intervals maximum.

4. Supply, delivery, and installation of electrical panelboards, junction boxes and industrial switches at Warehouse 1, 2, 3, and 4.

- 4.1 Provide junction boxes for pulling and splicing wires and outlet boxes for installation of wiring devices.
- 4.2 As a rule, provide junction boxes or pull boxes in all runs greater than 30 meters in length, for horizontal runs. For other lengths, provide boxes as required for splices or pulling. Pull boxes shall be installed in inconspicuous but accessible locations.
- 4.3 Support boxes independently of conduits entering by means of bolts, red hangers or other suitable means.
- 4.4 Junction boxes shall be installed plumb and securely fastened. They shall be set flush with the surface of the structure in which they are installed where conduits are run concealed.
- 4.5 All boxes shall be painted with anti-rust red lead paint after installation.
- 4.6 All conduits shall be fitted with approved standard galvanizing bushing and locknuts where they enter cabinets and conduit boxes.
- 4.7 Junction and pull boxes of code gauge steel shall be provided as indicated or as required to facilitate the pulling of wires and cables.

5. Installation of electrical lighting system – fixtures, electrical lines, conduits, switches and panel boards

5.1 Set lighting fixtures plumb, square, and level with ceiling and walls, in alignment with adjacent lighting fixtures, and secure in accordance with manufacturer's directions and approved drawings.

- 5.2 Obtain approval of the exact mounting for lighting fixtures on the job before commencing installation.
- 5.3 The contractor shall use solderless copper connector and self-fusing rubber tape in tapping of main line
- a. The contractor should refer to the drawings provided by PNOC representative to locate cable routing prior to installation.

6. Testing and Commissioning

- 6.1 The Contractor shall notify PNOC representative prior to testing and provide test result.
- 6.2 The test that should be conducted are Insulation Resistance Test, Polarity Test of switches, Continuity Test.

7. As Built Drawing

- 7.1 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. The as-built plan shall be submitted in five (3) sets each size A3 signed and sealed by a duly licensed Professional Electrical Engineer (PEE).
- 7.2 As-built drawings shall be a pre-requisite in processing the final billing of the Contractor. The final payment will be paid upon certification by the PNOC representative that the submitted as built drawings has been compliant to his satisfaction.
- 8. The Contractor shall first obtain approval from PNOC Representative before procurement, fabrication and delivery of electrical materials to the site. Submittals shall include the Manufacturer's Name, Trade Name, Place of Manufacture, Catalog Model or Number, Nameplate Data, Size, Layout Dimensions, Capacity, Project Specification and Paragraph Reference, Technical Society Publication References and other information necessary to establish contract compliance of each item to be furnished.
- 9. All works, which are not in accordance with this Scope of Works shall be corrected at the Contractor's expense. Also, electrical installation shall conform to the requirements of Philippines Electrical Code (PEC).
- 10. All matters/changes relative to the project specifications shall be brought to the attention of PNOC or the representative assigned to the project.

B. General Conditions

- 1. A joint inspection must be conducted by the Contractor and PNOC Representatives on the specific works to be done for the project.
- 2. The contractor is required to inspect and examine the site and the surroundings of the proposed project to arrive at an estimate of the labor, materials, and equipment necessary to carry out the work.
- 3. The Contractor is required to secure the required surety, performance and guarantee bonds prior to the commencement of work.
- 4. The contractor 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.
- 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. Work Schedule and S-Curve; and
 - g. Safety Program
- 6. The contractor must conduct proper planning and safety orientation meeting to all personnel involved in the work prior to commencement.
- 7. The contractor is required to coordinate all activities and work relative to the project with the PNOC representative for proper monitoring and coordination.
- 8. The Contractor shall commence work on the agreed Start Date and shall carry out the work in accordance with the program of work submitted by the CONTRACTOR, as approved by the PNOC representative and complete the project by the completion date as indicated in the TOR.
- 9. The contractor shall be liable for all accident claims and other related claims arising from injuries and damages, which may occur in relation to the execution of the project.
- 10. The contractor shall hold PNOC and its personnel free from any and all liabilities for damages arising from injuries or liabilities to persons or damages to property occasioned by any act or omissions of the contractor including any and all expenses which may be incurred by PNOC and its personnel in the defense of any claim, action or suit.
- 11. The cost of any and all rework and/or restoration of damaged properties due to Contractor's poor workmanship or negligence shall be borne by the contractor.
- 12. The Contractor must comply with all standard health and safety requirements to include, among others, the use of personal protective equipment by all workers, installation of safety signage, proper ID and observe company rules and regulations on safety and security.
- 13. The work shall be executed in the best and thorough manner throughout the project timeline to the satisfaction of PNOC representative 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 representative Daily Accomplishment Report for construction monitoring purposes. The Daily Accomplishment Report shall include manpower monitoring, equipment monitoring, accomplishment report, problems encountered on site, and progress photos.
- 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.

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 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 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
- 3. The PNOC ESB shall designate a specific area to be used by the CONTRACTOR as temporary facilities/storage area/administration area in connection with the project. Tapping point for the required utilities such as power and water shall be provided by PNOC upon request of the Contractor. All power and water usages will be charged to the contractor.

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:
 - a. Contract/Construction Agreement
 - b. Letter of Acceptance
 - c. Contractor's Bid
 - d. Special Conditions of the Contract
 - e. Specifications
 - f. Drawings
 - g. Bill of Quantities
 - h. Any other documents listed in the Special Conditions of the Contracts as forming part of the Contract.

- 2. 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.
- 3. 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

- 9.1 The warranty for the lighting fixtures shall be two (2) years reckoned from the delivery on site. The original copy of the delivery receipts from the Contractor's supplier shall be submitted to PNOC upon delivery on site.
- 9.2 The warranty for the services of the Contractor shall be one (1) year reckoned from the date of final turn-over and acceptance.

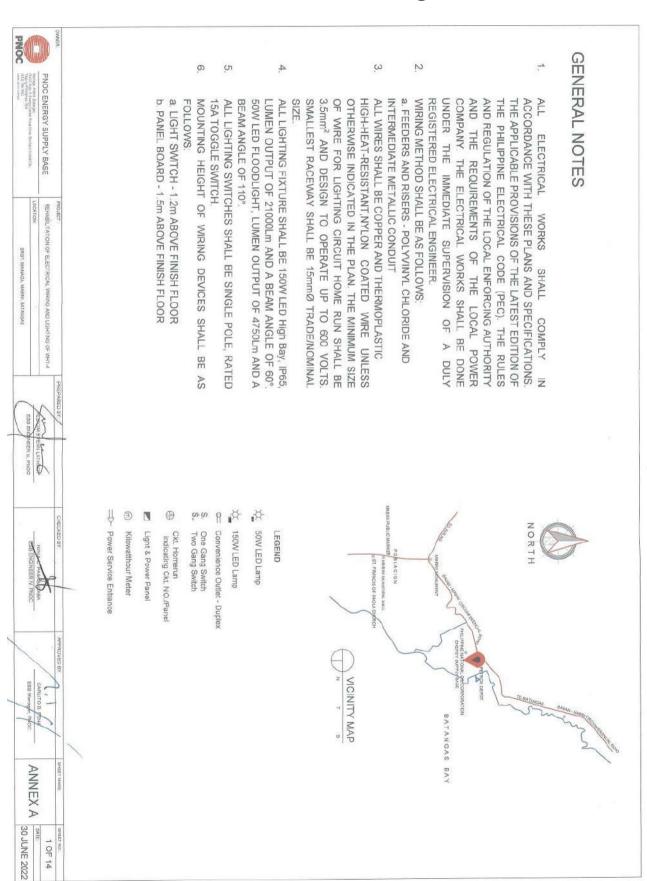
X. DEFINITION OF SIMILAR PROJECT

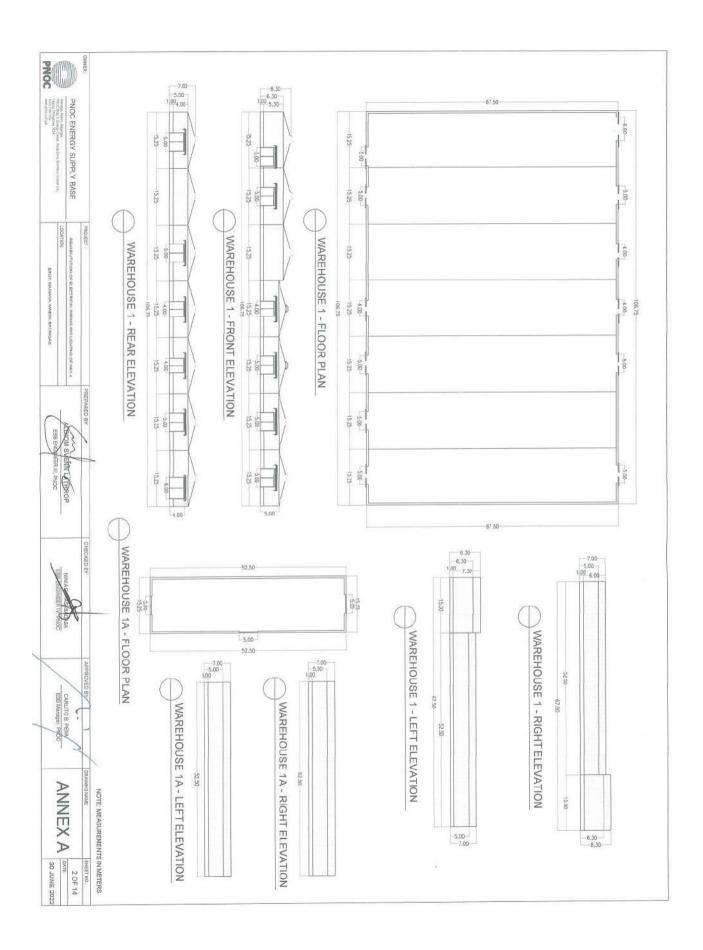
- 10.1 The contractor shall have completed at least one (1) project in installation of electrical lighting and wirings of warehouses or any vertical structure.
- 10.2 The contractor must be at least Small B contractor with PCAB License in category C or D.

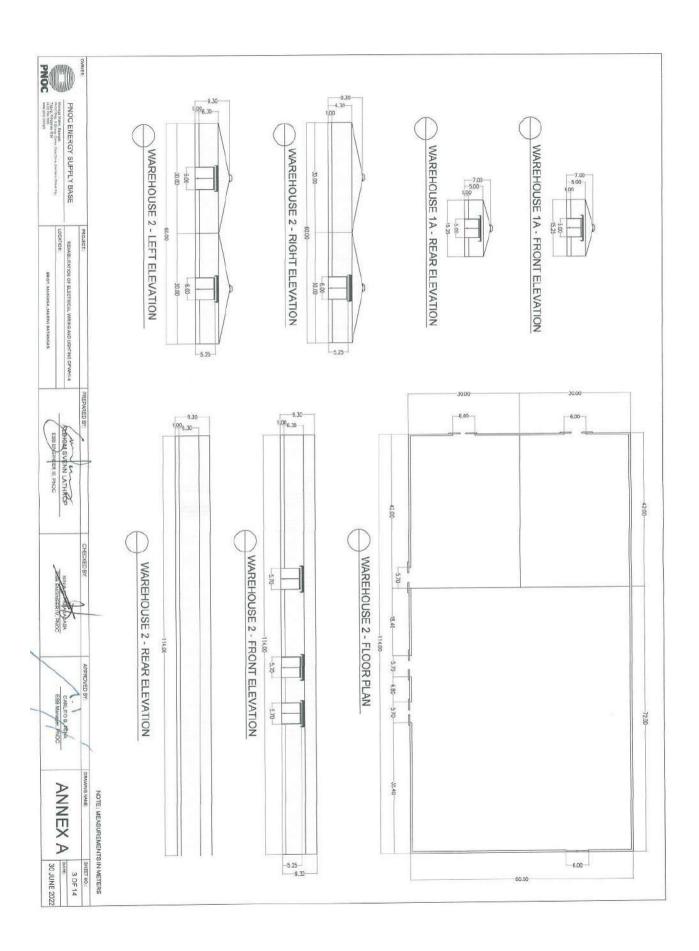
XI. ADDITIONAL REQUIREMENT

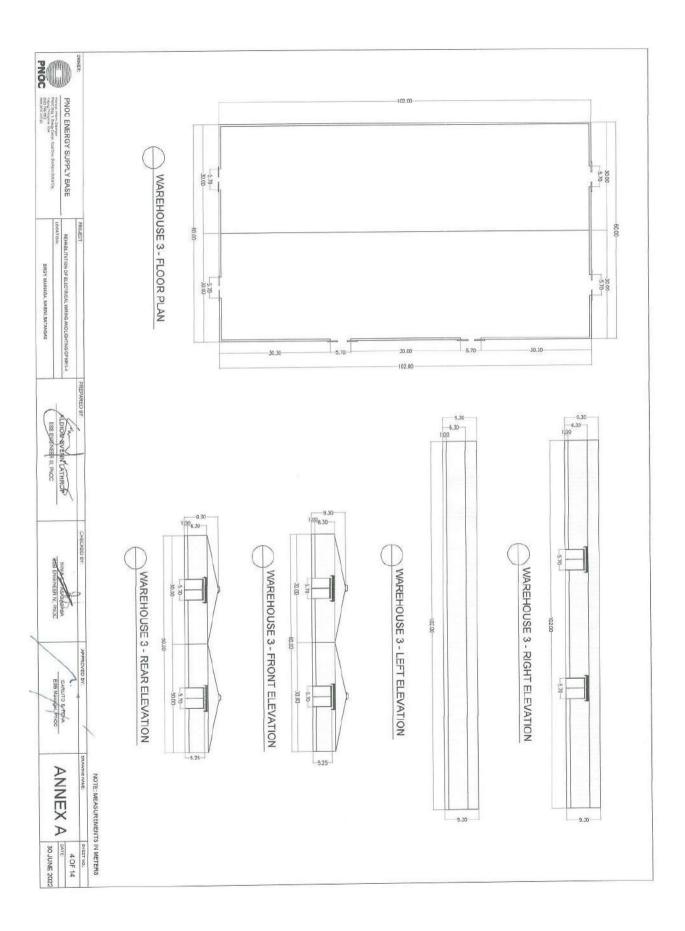
All bidders are required to conduct site inspection prior to submission of bid. Site Inspection Certificate issued by PNOC ESB shall be an additional requirement for the Post Qualification.

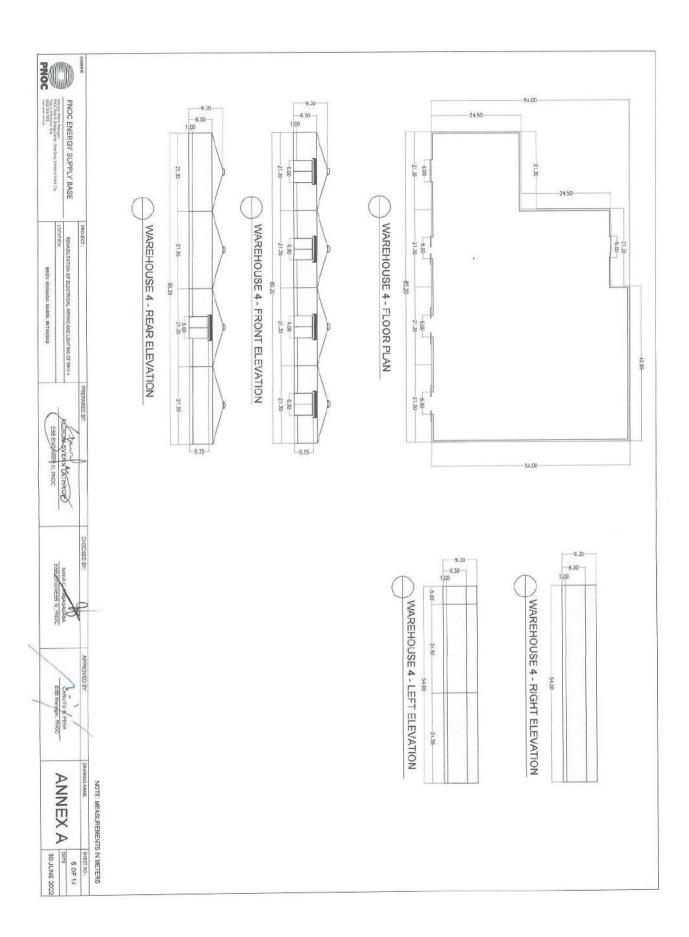
Section VII. Drawings

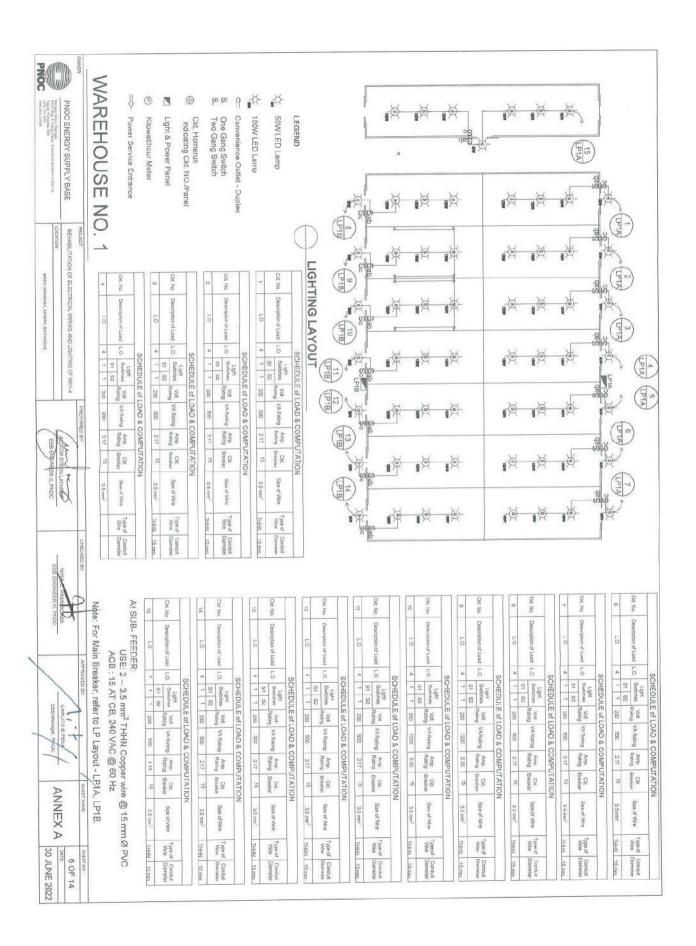


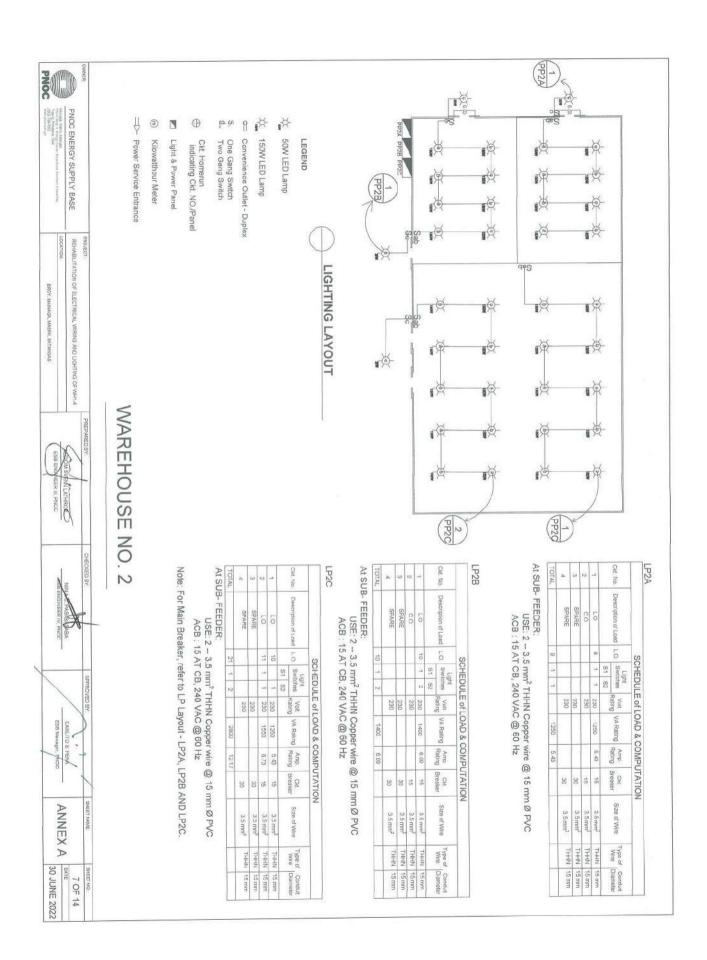


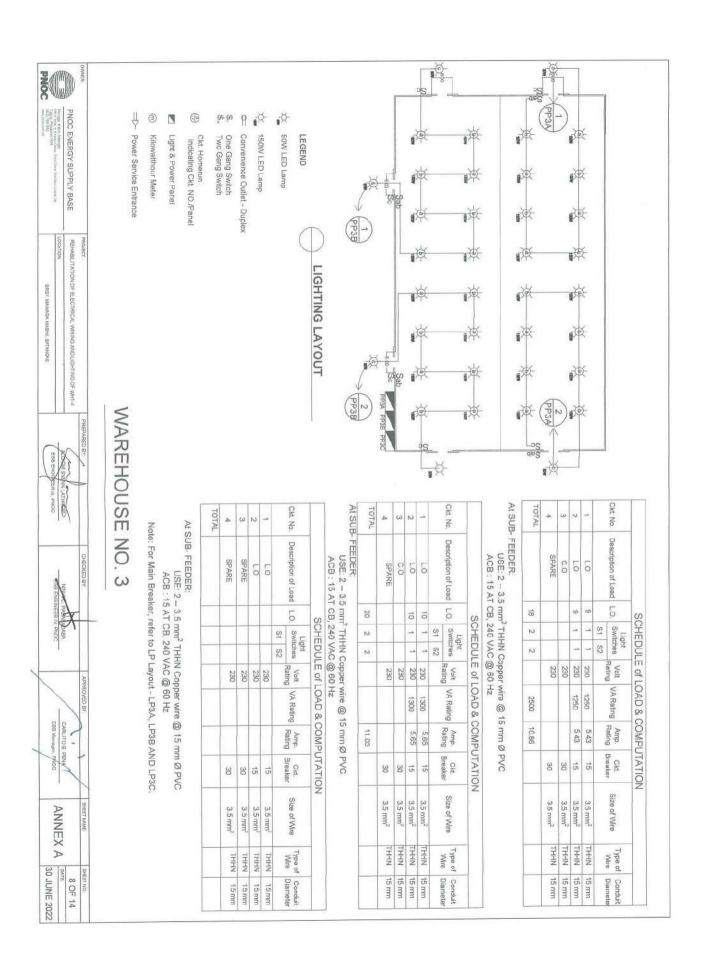


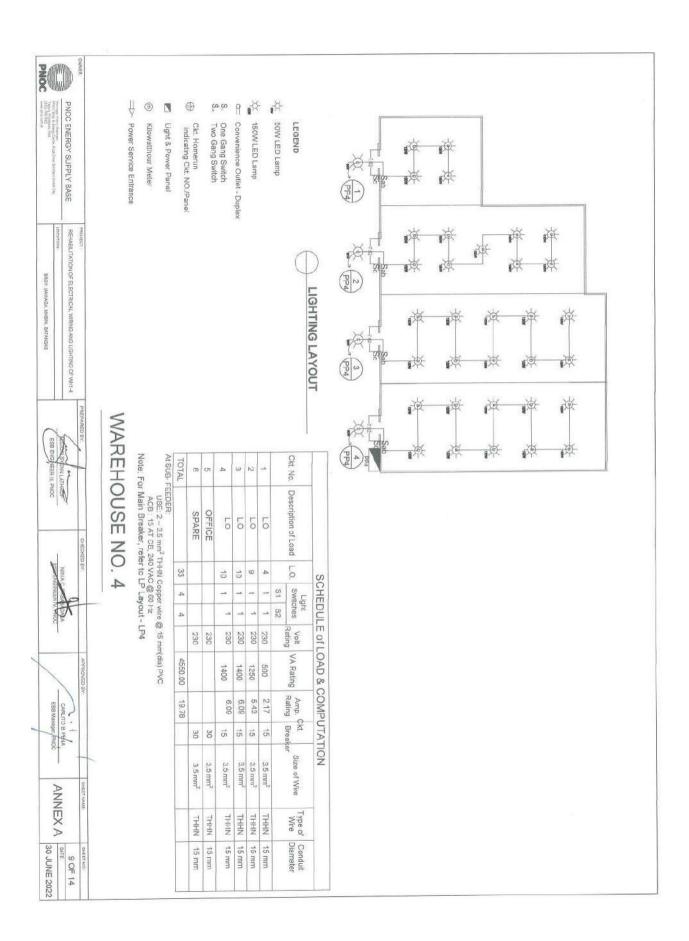


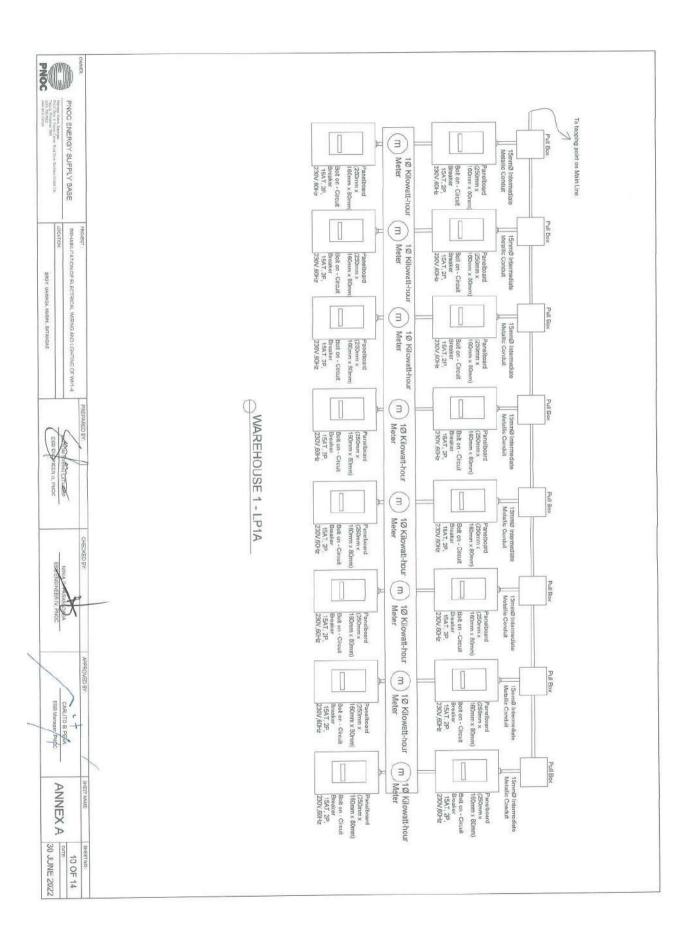


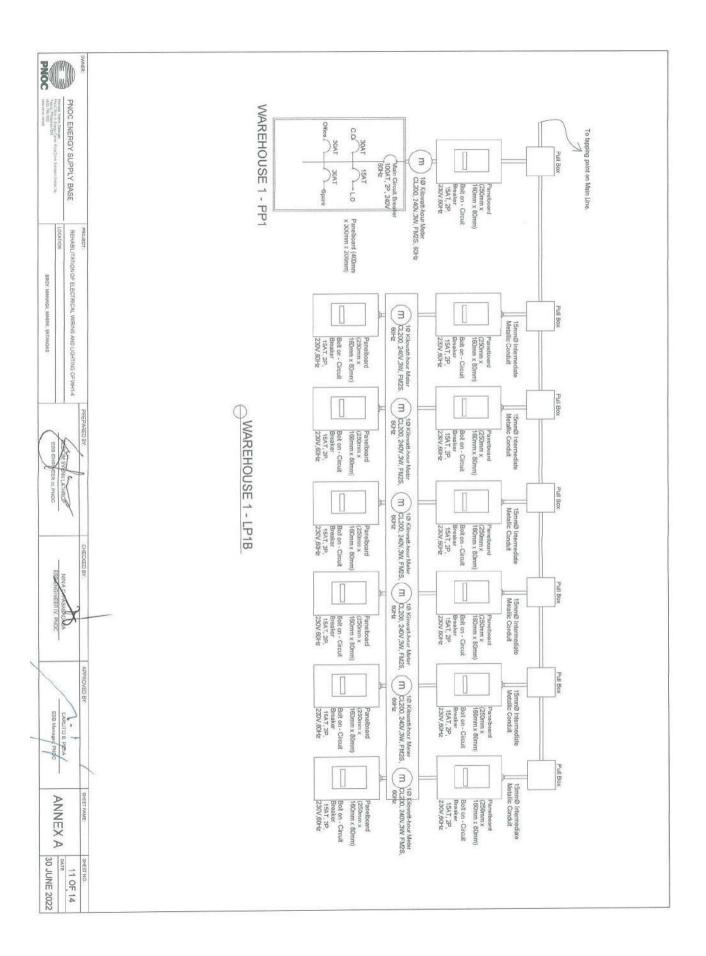


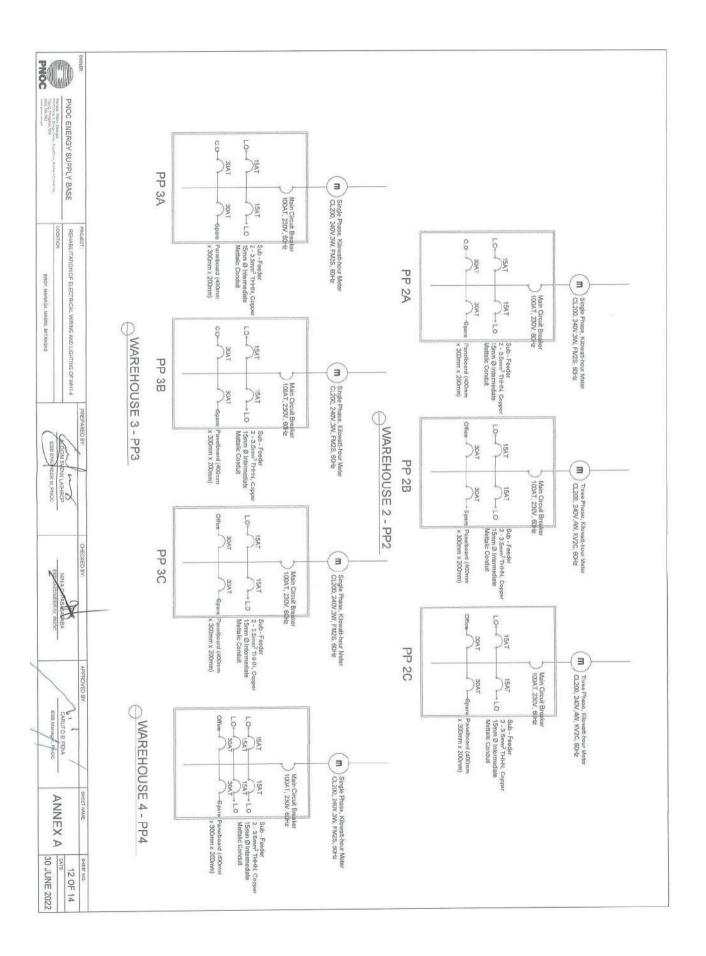


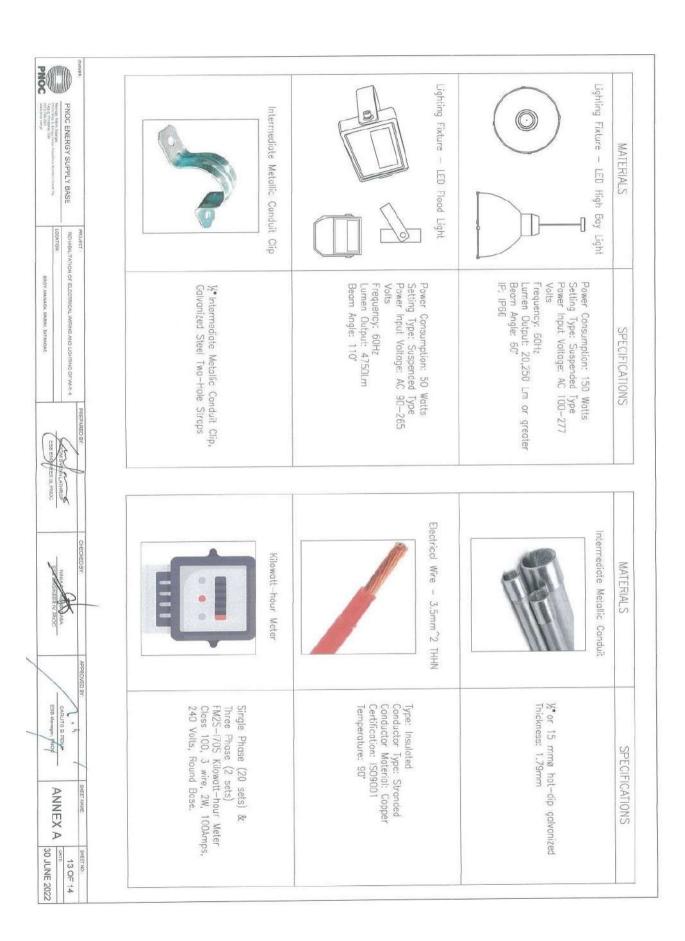


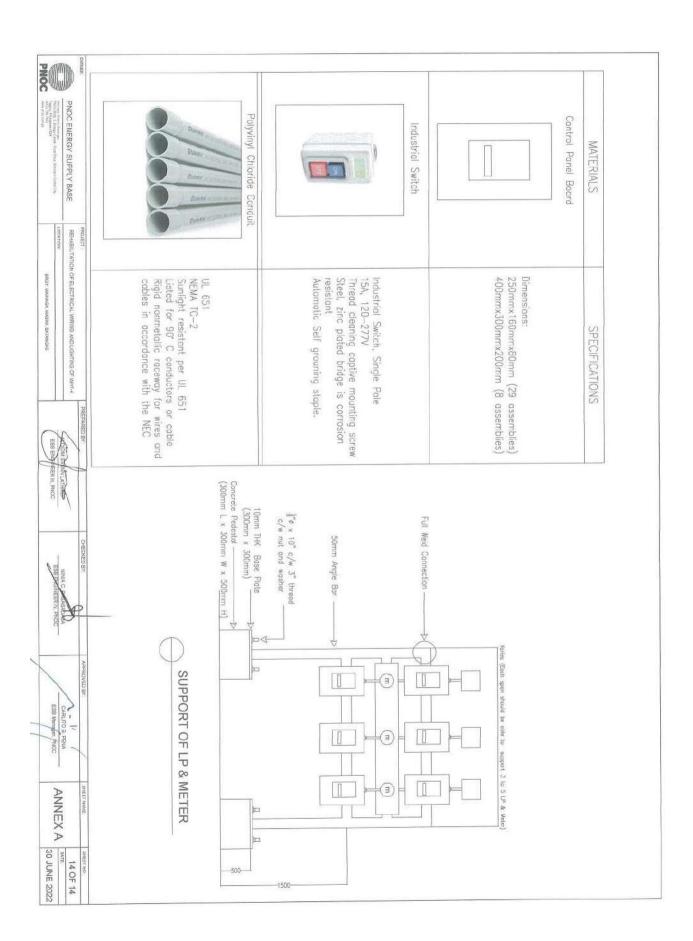












Section VIII. Bill of Quantities

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 OF QUANTITITES

				Unit Cost	Total Cost
No.	Description	Qty.	Unit	(PHP)	(PHP)
	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 Health	1.00	lot		
	Program				
	1.5 As built Drawing	1.00	lot		
Ш	Warehouse 1				
	2.1 Lighting System				
	2.1.1 LED High Bay 150W	48.00	pcs		
	2.1.2 LED Floodlight 50W	15.00	pcs		
	2.1.3 One Gang Switch	15.00	pcs		
	2.1.4 Two Gang Switch	15.00	pcs		
	2.1.5 Emergency Light	6.00	Pcs		
	Convenience Outlet				
	2.1.6 15mmø Polyvinyl Chloride	1.00	lot		
	Conduit				
	2.1.7 3.5mm ² THHN Copper Wire	100	lot		
	2.1.8 Fittings, Junction box and	1.00	lot		
	supports				
	2.1.9 Miscellaneous and	1.00	lot		
	Consumable items				
	2.2 Panel Boards c/w tagging, circuit				
	breaker, and kilowatt-hour meter with				
	gutter	20.00			
	2.2.1 Panel Board (250mm x	29.00	assy		
	160mm x 80mm) complete with				
	Circuit Breaker 15AT; 2P,240VAC, 60Hz				
	2.2.2Kilowatt-hour Meter with	14.00	pcs		
	gutter	14.00	pes		
	2.2.3 Panel Board (400mm x	1.00	assy		
	300mm x 200mm) complete with	1.00	иззу		
	Circuit Breaker 100AT, 30AT and				
	15AT; 2P, 240VAC, 60Hz				
	2.2.4 Kilowatt-hour Meter with	1.00	pcs		
	gutter				
	2.2.5 15mmø IMC Conduit	1.00	lot		

	2 2 6 2 5 2 7 11111 6 147	4.00	1 .	
	2.2.6 3.5mm ² THHN Copper Wire	1.00	lot	
	2.2.7 Fittings, Pull box, and	1.00	lot	
	supports			
	2.2.8 Miscellaneous and	1.00	lot	
	Consumable items			
	2.2.9 Panelboard foundation and	1.00	lot	
	support			
	2.3 Main Feeder and Sub Feeders			
	2.3.3 Solderless connector	1.00	lot	
	2.3.5 Miscellaneous and	1.00	lot	
	Consumable Items			
III	Warehouse 2			
111	3.1 Lighting System			
	3.1.1 LED High Bay 150W	36.00	ncc	
			pcs	
	3.1.2 LED Floodlight 50W	6.00	pcs	
	3.1.3 One Gang Switch	6.00	pcs	
	3.1.4 Two Gang Switch	4.00	pcs	
	3.1.5 15mmø Polyvinyl Chloride	1.00	lot	
	Conduit			
	3.1.6 3.5mm ² THHN Copper Wire	100	lot	
	3.1.7 Fittings, Junction box and	1.00	lot	
	supports			
	3.1.8 Miscellaneous and	1.00	lot	
	Consumable items			
	3.2 Panel Boards c/w tagging, circuit			
	breaker, and kilowatt-hour meter with			
	gutter			
	3.2.1 Panel Board (400mm x	3.00	assy	
	300mm x 200mm) complete with		,	
	Circuit Breaker 100AT, 30AT, 15AT;			
	2P,240VAC, 60Hz			
	3.3.2 Kilowatt-hour Meter with	3.00	pcs	
	gutter	3.30	200	
	3.2.3 15mmø IMC Conduit	1.00	lot	
	3.2.4 3.5mm ² THHN Copper Wire	1.00	lot	
 	3.2.5 Fittings, Pull box, and	1.00	lot	
	1	1.00	101	
-	supports 3.2.6 Miscellaneous and	1 00	la+	
		1.00	lot	
	Consumable items	4.00	1 .	
	3.2.7 Panelboard foundation and	1.00	lot	
	support			
<u> </u>	3.3 Main Feeder and Sub Feeders			
	3.3.3 Solderless connector	1.00	lot	

	2.2.5.14.	4.00	1 .		
	3.3.5 Miscellaneous and	1.00	lot		
	Consumable Items				
IV	Warehouse 3				
	4.1 Lighting System				
	4.1.1 LED High Bay 150W	32.00	pcs		
	4.1.2 LED Floodlight 50W	6.00	pcs		
	4.1.3 One Gang Switch	6.00	pcs		
	4.1.4 Two Gang Switch	4.00	pcs		
	4.1.5 15mmø Polyvinyl Chloride	1.00	lot		
	Conduit				
	4.1.6 3.5mm ² THHN Copper Wire	100	lot		
	4.1.7 Fittings, Junction box and	1.00	lot		
	supports				
	4.1.8 Miscellaneous and	1.00	lot		
	Consumable items	1.00	100		
	consumable items				
	4.2 Panel Boards c/w tagging, circuit				
	breaker, and kilowatt-hour meter with				
	gutter				
	4.2.1 Panel Board (400mm x	3.00	2007		
	300mm x 200mm) complete with	3.00	assy		
	1				
	Circuit Breaker 100AT, 30AT, 15AT;				
	2P,240VAC, 60Hz	2.00	10.00		
	4.2.2 Kilowatt-hour Meter with	3.00	pcs		
	gutter	1.00	1 .		
	4.2.3 15mmø IMC Conduit	1.00	lot		
	4.2.4 3.5mm ² THHN Copper Wire	1.00	lot		
	4.2.5 Fittings, Pull box, and	1.00	lot		
	supports				
	4.2.6 Miscellaneous and	1.00	lot		
	Consumable items				
	4.2.7 Panelboard foundation and	1.00	lot		
	support				
	4.3 Main Feeder and Sub Feeders				
	4.3.3 Solderless connector	1.00	lot		
	4.3.5 Miscellaneous and	1.00	lot		
	Consumable Items				
V	Warehouse 4				
	5.1 Lighting System				
	5.1.1 LED High Bay 150W	33.00	pcs		
	5.1.2 LED Floodlight 50W	4.00	pcs		
	5.1.3 One Gang Switch	4.00	pcs		
	5.1.4 Two Gang Switch	4.00	pcs		
	J.1.4 I WO Gall SWILCH	4.00	pcs	1	

	·				
	5.1.5 15mmø Polyvinyl Chloride Conduit	1.00	lot		
	5.1.6 3.5mm ² THHN Copper Wire	100	lot		
	5.1.7 Fittings, Junction box and	1.00	lot		
	supports				
	5.1.8 Miscellaneous and	1.00	lot		
	Consumable items				
	5.2 Panel Boards c/w tagging, circuit breaker, and kilowatt-hour meter with gutter				
	5.2.1 Panel Board (400mm x	1.00	assy		
	300mm x 200mm) complete with Circuit Breaker 100AT, 30AT, 15AT; 2P, 240VAC, 60Hz				
	5.2.2 Kilowatt-hour Meter with	1.00	pcs		
	gutter				
	5.2.3 15mmø IMC Conduit	1.00	lot		
	5.2.4 3.5mm ² THHN Copper Wire	1.00	lot		
	5.2.5 Fittings, Pull box, and supports	1.00	lot		
	5.2.6 Miscellaneous and Consumable items	1.00	lot		
	5.2.7 Panelboard foundation and support	1.00	lot		
	5.3 Main Feeder and Sub Feeders				
	5.3.3 Solderless connector	1.00	lot		
VI	Other Items				
	Supply and delivery of new H-Frames	1.00	lot		
	and Accessories (9 meters)				
	Dismantling/Removal of existing	1.00	lot		
	electrical lighting system on				
	Warehouse 1, 2, 3, and 4				
	GRAND TOTA	AL in PHP	(Inclusi	ve of all taxes)	

(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

<u>Le</u>	(a)	Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;
Te	echnica	al Documents
	(b)	Statement of the prospective bidder of all its ongoing government and private
	(c)	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 Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules; and
П	(d)	Special PCAB License in case of Joint Ventures;
	(4)	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>
		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 (<i>e.g.</i> , Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
П		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.
T:	·	-1 D
$\frac{Fl}{\Box}$		The prospective bidder's computation of Net Financial Contracting Capacity
Ш	(h)	(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.	FINA	ANCI (j)	IAL COMPONENT ENVELOPE Original of duly signed and accomplished Financial Bid Form; and
	Othe	er doo	cumentary requirements under RA No. 9184
		(k)	Original of duly signed Bid Prices in the Bill of Quantities; and
		(1)	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 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

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¹ currently based on GPPB Resolution No. 09-2020

formal Contract is prepared and executed; and

- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].
- 1. 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

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 [date issued], [place issued] IBP No [date issued], [place issued] Doc. No [date issued], [place issued] Doc. No Page No Book No Series of	SUBSCRIBED AND SWORN to before me this day of [month] [year]at[place
(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	
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 [date issued], [place issued] IBP No [date issued], [place issued] Doc. No [date issued], [place issued] Doc. No Page No Book No	· · · · · · · · · · · · · · · · · · ·
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	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)	

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:

CITY OF ________) S.S.

- 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.
Doc. No Page No.
Doc. No Page No Book No

Omnibus Sworn Statement (Revised)

[shall be submitted with the Bid]

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

AFFIDAVIT

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

1. [Select one, delete the other:]

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

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

2. [Select one, delete the other:]

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

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

- 3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting;
- 4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
- 5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
- 6. [Select one, delete the rest:]

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

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

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]
[Insert signatory's legal capacity]
Affiant

UBSCRIBED AND SWORN to before me this day of [month] [year] at [place of xecution], Philippines. Affiant/s is/are personally known to me and was/were identified by me brough 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 ard used], with his/her photograph and signature appearing thereon, with no issued in 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]
Ooc. No
age No
300k No
eries 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) - (va or projects under on-go contracts yet to started	oing contracts, including awarded
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				Co	ntact No.		Email Address
Date of Birth		Citize	enship			Civil Sta	atus
Work Experience (star	t from the	e curren	t employme	ent, a	add rows if ne	cessary)	
AGENCY / COMPANY NAME (Write in full)	INCLU DAT (mm/d From	ES	Total Number Experiend (Number Years and	ce of id	POSITION TITLE (Write in full)	j	OB DESCRIPTION
Professional Licenses,	Certificate	es, Othe	r Credentia	ls			
		Title					Date Received
Certification:							
I, the undersigned, codescribe me, my qual	=			-	_		, these data correctly
[Signature of staff member	er and auth	orized re	epresentativ	e of t	the firm]	Date	: Day/Month/Year
Full name of staff me Full name of authoriz		sentati					

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

This is to cer	rtify that	(Bidder) has the following	g ongoing and award	led but not yet s	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 cer of bids.	tify that	(Bidder)	has completed the	he below-listed contra	ct prior the dea	dline of submi	ssion and opening
Date of the Contract	Contracting Party	Nan	ne of Contract	Nature of Contract	Amount of Contract	Contract Duration	Issuance Date of Certification Satisfactory Service
					+		
	1			I	1		
Name and	Signature of Auth	orized Representativ	e				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."

LIST OF CONTRACTOR'S PERSONNEL

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

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

NOTE: Please refer to	NOTE: Please refer to the Bid Data Sheet for Minimum Qualification Requirements								
		_	signature over	printed name	_				
Nam	e of Firm/Applicant	-	Authorized Sig	gning 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:

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

	ent and other Vehicles submit LTO Certifica	d equipment, as required, submit proof of ownership (i.e. deed of sale, sales te of Registration and valid Official Receipt. For leased equipment, submit of ownership.	
Name of Firm/Applicant	signature over printed name Authorized Signing Official	 Date	

