



PHILIPPINE NATIONAL OIL COMPANY

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

INVITATION FOR NEGOTIATED PROCUREMENT TWO FAILED BIDDINGS

Provision of Manpower for Custodial Services / Other General Services 2025 at PNOC Industrial Park Reference No. 2025-06-150

1. In view of the of the two (2) failed biddings, the Philippine National Oil Company (PNOC) invites suppliers to participate in the negotiation for the **Provision of Manpower for Custodial Services / Other General Services 2025 at PNOC Industrial Park;**
2. The PNOC intends to apply the sum of **One Million Seven Hundred Six Thousand One Hundred Eight Pesos and 33/100 (PhP 1,706,108.33)** being the Approved Budget for the Contract (ABC) to payments under the contract for the aforesaid provision with the Terms of Reference hereof;
3. The PNOC now invites interested contractors to submit and negotiate initial offer for the abovementioned project on **July 24, 2025 (1:00 PM)** at the *PNOC Bldg. 6, Energy Center, Rizal Drive, Bonifacio Global City, Taguig City or via videoconference;*
4. Negotiation is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to R.A. 5183.
5. Following completion of the negotiations, the best and final offer based on the technical and financial requirements, including the pre-requisite documentary requirements enumerated in the checklist of requirements hereof must be duly received by the BAC Secretariat at the address below on or before the deadline of submission, **August 05 , 2025 (1:00 PM PST)**. Late submissions shall not be accepted.

6. Bid opening shall be follow **immediately after the deadline of submission** at given address below and/or via **Zoom**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
7. The PNOC reserves the right to accept or reject any proposal, to annul the negotiation process, and to reject all proposals at any time prior to contract award in accordance with Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected negotiation participant or participants.
8. You may refer to the BAC Secretariat at the contact details below for further information or clarification.

The Secretariat

Bids and Awards Committee

Philippine National Oil Company

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

Bonifacio Global City, Taguig City

Tel. Nos.: 8789 – 7605

Fax Nos.: 8812 – 6041 / 8840 – 1440

Email: ergenoso@pnoc.com.ph

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

9. For downloading of Bidding Documents:
www.philgeps.com.ph and <http://www.pnoc.com.ph/bids.php>


for **ATTY. JOSEPHINE CASSANDRA J. CUI**
BAC Chairperson 

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT	
Class “A” Documents	
<u>Legal Documents</u>	
<input type="checkbox"/>	(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;
<u>Technical Documents</u>	
<input type="checkbox"/>	(b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and
<input type="checkbox"/>	(c) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; and
<input type="checkbox"/>	(d) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; or Original copy of Notarized Bid Securing Declaration; and
<input type="checkbox"/>	(e) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; and
<input type="checkbox"/>	(f) 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.
<u>Financial Documents</u>	
<input type="checkbox"/>	(g) The prospective bidder’s computation of Net Financial Contracting Capacity (NFCC); or A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.
Class “B” Documents	
	(h) If applicable, a duly signed joint venture agreement (JVA) 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.
<u>Other documentary requirements under RA No. 9184 (as applicable)</u>	
	(i) [For foreign bidders claiming by reason of their country’s extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
	(j) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

II. FINANCIAL COMPONENT	
<input type="checkbox"/>	(a) Original of duly signed and accomplished Financial Bid Form; <u>and</u>
<input type="checkbox"/>	(b) Original of duly signed and accomplished Price Schedule(s).

General 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.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to 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 of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC**, **Section IV (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

- 6.1. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 6.2. The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

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

Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p>The delivery terms applicable to the Contract are delivered to the Project Site. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination. ”</p> <p>The delivery terms applicable to this Contract are delivered to:</p> <p>PNOG Industrial Park, Bgy. Batangas Dos, Mariveles, Bataan</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is:</p> <p style="text-align: center;">Manager – Park Management Department</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: <i>Select appropriate requirements and delete the rest.</i></p> <ol style="list-style-type: none"> a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
	<ol style="list-style-type: none"> e. training of the Procuring Entity’s personnel, at the Supplier’s plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

Spare Parts –

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- a. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- b. in the event of termination of production of the spare parts:
 - i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and
 - ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts and other components required are listed in **Section VI (Schedule of Requirements)** and the cost thereof are included in the contract price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for a period of **one (1) year**.

Spare parts or components shall be supplied as promptly as possible, but in any case, within **one (1) month** of placing the order.

Packaging –

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

	<p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications</p>
	<p>A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p>
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers</p>

	<p>risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p>
2.2	No further instruction
4	No further instruction

Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Provision of Manpower for Custodial Services / Other General Services 2025 at PNOC Industrial Park (August 1 to December 31, 2025) (pro-rated subject to actual start of the contract)					
	Position	Quantity	Number of days	Work Hours	Remarks
1	Welder / Fabricator	1	15 days	8am-5pm Monday - Friday	on-call
2	Millwright / Technician	1	3 days	8am-5pm Monday - Friday	on-call
3	Plumber	1	5 days	8am-5pm Monday - Friday	on-call
4	Carpenter	1	15 days	8am-5pm Monday - Friday	on-call
5	Electrician/ Lineman (High Voltage)	1	5 days	8am-5pm Monday - Friday	on-call
6	Driver	1	21.75 mos.	8am-5pm Monday – Friday/ Shifting Hours	regular
7	Pump Operator/ Engineering Assistant	6	21.75 mos.	Shifting Hours	regular
8	Engineering Assistant/ Base Radio Operator	1	21.75 mos.	8am-5pm Monday – Friday/ Shifting Hours	regular
9	EMTSD Staff	1	21.75 mos.	8am-5pm Monday - Friday	regular
10	Civil Engineer	1	21.75 mos.	8am-5pm Monday - Friday	regular

Name of Company : _____

Authorized Representative : _____
(Name and Signature)

Technical Specifications

Bidders must state here either “Comply” or “Not Comply” against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of “Comply” or “Not Comply” must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. **Evidence shall be in the form of manufacturer’s un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection.** A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.

	Position	Quantity	Number of days	Work Hours	Remarks	Statement of Compliance
1	Welder / Fabricator	1	15 days	8am-5pm Monday - Friday	on-call	
2	Millwright / Technician	1	3 days	8am-5pm Monday - Friday	on-call	
3	Plumber	1	5 days	8am-5pm Monday - Friday	on-call	
4	Carpenter	1	15 days	8am-5pm Monday - Friday	on-call	
5	Electrician/ Lineman (High Voltage)	1	5 days	8am-5pm Monday - Friday	on-call	
6	Driver	1	21.75 mos.	8am-5pm Monday – Friday/ Shifting Hours	regular	
7	Pump Operator/ Engineering Assistant	6	21.75 mos.	Shifting Hours	regular	
8	Engineering Assistant/Base Radio Operator	1	21.75 mos.	8am-5pm Monday – Friday/ Shifting Hours	regular	
9	EMTSD Staff	1	21.75 mos.	8am-5pm Monday - Friday	regular	
10	Civil Engineer	1	21.75 mos.	8am-5pm Monday - Friday	regular	

TERMS OF REFERENCE

Title: Provision of Manpower for Custodial Services / Other General Services 2025 at PNOC Industrial Park

1. APP no.: 25MO-06C3

ABC: Php 1,706,108.33

2. Contract Duration: August 1, 2025 to December 31, 2025

3. Scope of Work

The Contractor's personnel shall be deployed in PNOC Industrial Park (PIP) located in Batangas Dos, Mariveles, Bataan) within fifteen (15) calendar days upon receipt of formal / approved request from PNOC to supplement available personnel at site. They shall perform specific works identified and approved by PNOC at cost chargeable to PNOC. Contractor shall also indicate personnel unit cost per hour and per day in the formal bid for PNOC's reference. The supplemental personnel requirements are the following:

A. Welder/ Fabricator

Qualifications:

1. High School graduate.
2. With at least two (2) years relevant experience.
3. Must be able to perform welding equipment techniques (Arc, Shielded Metal Arc Welding, Tungsten Inert Gas, Gas and/or any combination)
4. NC II Certification.

B. Millwright/ Technician

Qualifications:

1. Graduate of any Vocational course.
2. Preferably TESDA accredited.
3. With at least one (1) year of experience.
4. Proficient in alignment of pump and motor using dial gauge.
5. Knowledgeable in repair of booster pump and motor.

C. Plumber

Qualifications:

1. High School graduate.
2. With at least two (2) years relevant experience.
3. NC II Certification.

D. Carpenter

Qualifications:

1. High School graduate.
2. With at least two (2) years relevant experience.

E. Electrician/ Lineman (high voltage)

Qualifications:

1. Minimum of Vocational Course graduate.
2. TESDA certified in general electricity.
3. With at least two (2) years relevant experience.

F. Driver

Qualifications:

1. Minimum High School graduate.
2. Knows how to drive automatic and manual transmission vehicle.
3. Knows basic troubleshooting of vehicle.
4. With two (2) years proven experience.
5. With valid driver's license (A, A1, B, B1, B2 and C Code).
6. Can drive in any location as directed by PNOC.
7. Performs other related work activities as required by PNOC.

G. Pump Operator/ Engineering Assistant

Qualifications:

1. At least high school graduate or any vocational course.
2. With knowledge in the operation of Pumps and Generator Set.
3. Preferably knowledgeable in troubleshooting of mechanical and electrical equipment.
4. Assist Engineers in daily activities related on Maintenance and Operations.
5. With valid driver's license (A, A1, B, B1 and B2 Code).
6. Can drive automatic and manual vehicle.
7. Can drive any location within PNOC IP premises.
8. Civil Service eligibility is an advantage.

H. Engineering Assistant/ Base Radio Operator

Qualifications:

1. Must be BSECE Graduate.
2. With NTC License of at least 2PHN Base Radio Operator or winning bidder/ contractor shall shoulder the application of NTC License of at least 2PHN Base Radio Operator on behalf of the applicant.
3. Knowledgeable in troubleshooting of mechanical and electrical equipment is an advantage.
4. Assist Engineers in daily activities related on Operations.

I. EMTSD Staff

Qualifications:

1. At least 1 year of demonstrated experience in HSSE is required.
2. Ability to comprehend HSSE laws and regulations.
3. Demonstrates good oral and communication skills.
4. Must be able to work with multiple people of different backgrounds.

J. Civil Engineer

Qualifications:

1. Civil Engineering graduate.
2. At least 1 year experience in construction and related fields.
3. Demonstrates good oral and communication skills.
4. Can interpret plans and drawings.

4. Number of Days for Manpower

Custodial Services (August 1 to December 31, 2025)					
Position	Quantity	Rates	Number of days	Work Hours	Remarks
1. Welder / Fabricator	1	700	15 days	8am-5pm Monday - Friday	on-call
2. Millwright / Technician	1	700	3 days	8am-5pm Monday - Friday	on-call
3. Plumber	1	700	5 days	8am-5pm Monday - Friday	on-call
4. Carpenter	1	700	15 days	8am-5pm Monday - Friday	on-call
5. Electrician/ Lineman (High Voltage)	1	700	5 days	8am-5pm Monday - Friday	on-call
6. Driver	1	620	21.75 mos.	8am-5pm Monday – Friday/ Shifting Hours	regular
7. Pump Operator/ Engineering Assistant	6	670	21.75 mos.	Shifting Hours	regular
8. Engineering Assistant/ Base Radio Operator	1	670	21.75 mos.	8am-5pm Monday – Friday/ Shifting Hours	regular
9. EMTSD Staff	1	700	21.75 mos.	8am-5pm Monday - Friday	regular
10. Civil Engineer	1	700	21.75 mos.	8am-5pm Monday - Friday	regular
Estimated Total Cost including Mandatory Government Benefits:	Php 1,706,108.33				

Note:

- Working hours can be adjusted and subject to PNOC's request and approval.
- Overtime should be approved.
- Billing Rates includes all dues, government mandated contributions and VAT.

4. Personal Protective Equipment

The following positions listed with corresponding PPE based on criticality of task.

Personal Protective Equipment (PPE) Requirements	
1. Welder/ Fabricator	-Hard Hat with chin strap

	<ul style="list-style-type: none"> -Safety Glasses -Reflective Vest -Safety shoes (Steel toe)
2. Millwright/ Technician	<ul style="list-style-type: none"> -Hard Hat with chin strap -Safety Glasses -Reflective Vest -Safety shoes (Steel toe)
3. Plumber	<ul style="list-style-type: none"> -Hard Hat with chin strap -Safety Glasses -Reflective Vest -Safety shoes (Steel toe)
4. Carpenter	<ul style="list-style-type: none"> -Hard Hat with chin strap -Safety Glasses -Reflective Vest -Safety shoes (Steel toe)
5. Electrician/ Lineman (High Voltage)	<ul style="list-style-type: none"> -Hard Hat with chin strap -Safety Glasses -Reflective Vest -Safety shoes (Steel toe)
6. Driver	<ul style="list-style-type: none"> -Safety shoes (Steel toe) -Safety Glasses -Reflective Vest
7. Pump Operator/ Engineering Assistant	<ul style="list-style-type: none"> -Hard Hat with chin strap -Safety Glasses -Reflective Vest -Safety shoes (Steel toe) -Rain Coat -Rain boots -Ear plug
8. Engineering Assistant/ Base Radio Operator	<ul style="list-style-type: none"> -Hard Hat with chin strap -Safety Glasses -Reflective Vest -Safety shoes (Steel toe) -Rain Coat -Ear plug
9. HSSE Staff	<ul style="list-style-type: none"> -Hard Hat with chin strap -Safety Glasses -Reflective Vest -Rain Coat -Safety shoes (Steel toe)
10. Civil Engineer	<ul style="list-style-type: none"> -Hard Hat with chin strap -Safety Glasses -Rain Coat -Reflective Vest -Safety shoes (Steel toe)
All PPE must be always in good condition, if found defective it must be replaced by the contractor without any additional cost to PNOC.	

5. Special Conditions:

- A. The Contract shall be on an “On-Call” basis, depending on the needs and requirements of PIP, except for the services of the driver and pump operator/ engineering assistants/ radio operator, which shall be on “regular” basis.
- B. Driver and Pump Operator/ Engineering Assistant are on shifting schedule and subject for approval of overtime, depending on the needs and requirements of the PIP. All abovementioned position applicants must be fit to work (as supported by medical certificates) and with good moral character (supported with police clearances).
- C. The Contractor shall be liable for all direct and consequential damages arising out of any failure to perform the work.
- D. Personnel that will be deployed at the PIP must have complete personal protective equipment (PPE) needed for the assigned project/ task. The Contractor shall provide deployed personnel with complete PPE based on Section 5.
- E. The contractor shall provide the requested manpower within the period indicated in Section 3. Any delay in deployment shall be subjected to liquidated damages equal to one tenth (1/10) of one (1) percent of the cost of the manpower for every day of delay. In no case shall the total sum of liquidated damages exceed ten percent (10%) of the contract amount.
- F. Request for an extension on the 15-calendar day deployment of additional manpower shall be made in writing to PNOC and be subject to approval.
- G. All works shall be performed in accordance to all applicable laws, regulations, codes or directives such as, but not limited to the Labor Code of the Philippines, Occupational Safety and Health Standards (OSH Standards), Department of Environment and Natural Resources (DENR) regulations, etc. Failure of PNOC IP to specifically identify applicable legal requirement shall not excuse the contractor from complying with the legal requirement/s.
- H. If the Contractor’s employee must file a resignation, request immediately for his or her replacement, he or she may render one (1) month or at least an additional fifteen (15) days for the transfer of working loads, checking for proper turnover of it.
- I. The winning bidder/contractor shall exercise “all regular” employee’s absorption, which is the best for PNOC Industrial Park, to the employee that is more familiar with and highly qualified for the position that is being stated in this contract.

Name of Company : _____

Authorized Representative : _____
(Name & Signature)

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

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

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

Name and Signature of Authorized Representative

Date

*Notes:

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

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

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

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

Name and Signature of Authorized Representative

Date

*Instructions:

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

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, offer to *[supply/deliver/perform]* *[description of the Goods/Services]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. 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 or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. To deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents(PBDs);
- b. To provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

We understand that you are not bound to accept the Lowest Calculated Bid or any Bid you may receive.

We certify/confirm that we comply with the eligibility requirements pursuant to the PBDs.

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name of Authorized Representative: _____

Legal capacity: _____ Signature: _____

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

Date: _____

Price Schedule /Breakdown of Bid

PARTICULARS	Welder/ Fabricator	Milwrght/ Technician	Plumber	Carpenter	Electrician/ Lineman (high voltage)	Driver	Pump Operator/ Eng'g Assistant	Eng'g Assistant/ Base Radio Operator	EMTSD Staff	Civil Engineer
	8am-5pm	8am-5pm	8am-5pm	8am-5pm	8am-5pm	Shifting/ 8am-5pm	Shifting/ 8am-5pm	Shifting/ 8am-5pm	8am-5pm	8am-5pm
Daily Basic Salary Rate	700	700	700	700	700	620	670	670	700	700
Number of Days	15	3	5	15	5	21.75	21.75	21.75	21.75	21.75
A. Amount Payable to the Employee										
a. Basic Pay/Month										
b. Night Differential Premium Pay (Basic Pay x 10%x No.hrs/8										
c. 13th Month Pay										
d. 5 days incentive leave										
e. Separation Pay										
Sub-Total A										
B. Amount Payable to the Government										
a. SSS-Employer Share										
b. Philhealth Premiums -Employer Share										
c. ECC Premiums										
d. Pagibig Fund Contribution										
Sub-Total B										
C. Uniform										
D. HMO										
E. Administrative Fee, Profit etc										
F. Add Value Added Tax 12%										
Total Bill Per Day										
Total Bill Per Month										
Number of Manpower	1	1	1	1	1	1	6	1	1	1
Number of Month/s	0.69	0.14	0.23	0.69	0.23	5	5	5	5	5
Total Bill / 5 mos										
GRAND TOTAL										

Name of Authorized Representative: _____

Legal capacity: _____ Signature: _____

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

Date: _____

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

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

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

I/We, the undersigned, declare that:

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

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

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

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

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Series of _____

CONTRACT AGREEMENT

THIS AGREEMENT made the day of _____ 20__ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier/Service Provider”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures in specified currency*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents(PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. Winning bidder’s bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder’s bidding envelopes, as annexes, and all other documents submitted (*e.g.*, Bidder’s response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity’s bid evaluation;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. Other contract documents that maybe required by existing laws and/or the Procuring Entity concerned in the PBDs. **Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.**
3. In consideration for the sum of [*total contract price in words and figures*] or such other sums as may be ascertained, [*Named of the bidder*] agrees to [*state the object of the contract*] in accordance with his/her/its Bid.

4. The *[Name of the procuring entity]* agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

For the Entity:
By

For the Supplier/Service Provider
By:

President and
Chief Executive Officer

Insert Name of Signatory
Insert Legal Capacity of the Signatory

Witnesses

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

ACKNOWLEDGMENT

Before me, a notary public for and in the City of _____, this _____, personally appeared the following:

Name	Competent Evidence of Identity	Date/Place Issued

Known to me to be the same persons who executed the foregoing Contract Agreement consisting of three (3) pages, including the page on which this Acknowledgment is written, but excluding Annexes, and they acknowledged to me that the same is their free and voluntary act and deed, as well as that of their respective principals.

WITNESS MY HAND AND SEAL, on the date and in the place first above written.

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OMNIBUS SWORN STATEMENT

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

[If a sole proprietorship:] The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical

Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. *[Name of Bidder]* hereby assigns the following contact number/s and e-mail address/es as the official telephone/fax number and contact reference of the company where the PROCURING ENTITY notices may be transmitted.

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

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

11. **In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.**

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]
To: [Insert name and address of the Procuring Entity]

I/We, the undersigned, declare that:

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

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

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

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____
PTR No. _____ *[date issued], [place issued]*
IBP No. _____ *[date issued], [place issued]*

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NET FINANCIAL CONTRACTING CAPACITY

Current Assets	_____
Less: Current Liabilities	_____
Total	_____
Multiply by K	15
Total	_____
Less: Value of All Outstanding Works or Projects Under On-going Contracts	_____
Net Financial Contracting Capacity	=====

Net Financial Contracting Capacity (NFCC)

NFCC = at least equal to the Approved Budget

= [(current assets - current liabilities) (K) - (value of all outstanding works or projects under on-going contracts, including awarded contracts yet to be started)]

Name of Company:

Authorized Representative:

signature over printed name

