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 CY 2026 CUSTODIAL/ OTHER GENERAL SERVICES AT PNOC INDUSTRIAL PARK

Reference No. 2026-10-112

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 CY 2026 Custodial/ Other General Services at PNOC Industrial Park**;

2. The PNOC intends to apply the sum of **Three Million Nine Hundred Sixty Thousand Five Hundred Fifty - Four Pesos (PhP 3,960,554.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for the aforesaid provision with the Terms of Reference hereof;

3. The PNOC now invites interested contractors to submit and negotiate initial offer for the abovementioned project on ***October 26, 2026 (9:00 AM PST)*** 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 must be duly received by the BAC Secretariat at the address below on or before the deadline of submission, ***November 5, 2026 (10:00 AM PST)***. Late submissions shall not be accepted.

6. Bid opening shall **immediately follow after the deadline of submission** at given address below and/or via ***Video Conference Platform***. 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 70 of RA 12009 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
Email: **rgvergara@pnoc.com.ph** / **procurement@pnoc.com.ph**
Website: **www.pnoc.com.ph** / **www.philgeps.gov.ph**

9. For downloading of Bidding Documents:
www.philgeps.gov.ph **and** **https://www.pnoc.com.ph/bids-notices/**

ATTY. JOSEPHINE CASSANDRA J. CUI
Chairperson
Bids and Awards Committee

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE	
Class "A" Documents *Legal Documents*	
☐	(a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 20.2.9.1 of the IRR;
Technical Documents	
☐	(b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and
☐	(c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 52.4.1.3 and 52.4.2.4 of the IRR of RA No. 12009, within the relevant period as provided in the Bidding Documents; *The SLCC must be supported by an Owner's Certificate of Final Acceptance issued by the Project Owner other than the Contractor, or a Final Rating of at least Satisfactory in the Constructors Performance Evaluation System (CPES), or a similar performance and monitoring system. In case of contracts with the private sector, an equivalent document must be submitted.*
☐	(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
☐	(e) Conformity with the Schedule of Requirements; and
☐	(f) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; 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.
☐	(h) Registration of Certification of Department Order 174
Financial Documents	
☐	(i) 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.
Additional Documents	
☐	(j) Registration Certificate from the Securities and Exchange Commission (SEC) for Corporations/ from Department of Trade and Industry for Sole Proprietor/ from Cooperative Development Authority (CDA) for Cooperatives
☐	(k) Mayor's Permit
☐	(l) Tax Clearance

☐	(m) Audited Financial Statement (AFS)
☐	(n) Latest Income Tax Returns filed for the preceding quarter which shall not be earlier than two (2) quarters from the date of submission and receipt of bids.
☐	(o) Latest Business Tax Returns filed for the preceding quarter which shall not be earlier than two (2) quarters from the date of submission and receipt of bids.
☐	(p) List of clients with contact person and contact details (company, address, designation, Email and telephone numbers). (Original)
Class "B" Documents	
☐	(q) 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.
☐	(r) [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.
☐	(s) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.
II. FINANCIAL COMPONENT ENVELOPE	
☐	(a) Original of duly signed and accomplished Financial Bid Form; and
☐	(b) Original of duly signed and accomplished Price Schedule(s)/ Breakdown;

General Conditions of Contract

1) General Terms

In this Contract, the following terms shall be interpreted as indicated:

a) "The Procuring Entity" means the organization purchasing the Goods, as named in the **SCC**.

b) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract and named in the **SCC**.

c) The "Funding Source" means the organization named in the **SCC**.

d) "The Project Site," where applicable, means the place or places named in the **SCC**.

2) Corrupt, Fraudulent, Collusive, and Coercive Practices

Unless otherwise provided in the **SCC**, the Procuring Entity as well as the Bidders, Contractors, or Suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. Further the Funding Source, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in ITB Clause 3.1(a).

3) Inspection and Audit by the Funding Source

The Supplier shall allow the Funding Source to inspect its accounts and records related to the performance of its obligations. If the Funding Source requires a separate audit, it shall appoint its auditor and bear the cost thereof.

4) Governing Law and Language

4.1 This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

4.2 This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

5) Notices

5.1 Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail or electronic mail, to such Party at the address specified in the **SCC**, which shall be effective when delivered and duly received, as may be applicable.

5.2 A Party may change its address upon notice pursuant to the provisions listed in the **SCC.**

6) Scope of Contract

6.1 The Goods to be provided shall be as specified in Schedule of Requirements.

6.2 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. Any additional requirements for the completion of this Contract shall be provided in the **SCC**.

7) Subcontracting

7.1 For subcontracting arrangements, the following rules shall apply for both locally-funded projects and projects financed through Official Development Assistance, except those covered by treaty, or international, or executive agreements.

a) The subcontracted portion of the contract shall be subject to the approval of the HoPE and the following conditions:

i) The subcontracted portion shall not exceed twenty percent (20%) for Goods, or a different percentage on a per project basis, as approved by the GPPB. The threshold percentages fixed herein shall be subject to the periodic review and adjustments as may be deemed appropriate by the GPPB; and

ii) The subcontracted portion shall be limited to components that are not deemed "significant or material" to the Project, as determined by the Procuring Entity.

b) Subcontracting arrangement, if allowed, including the time of submission of the eligibility documents of the subcontractor, shall be disclosed in the Bidding Documents;

c) Subcontractors must meet the eligibility criteria and submit the same eligibility documents as the general contractor.

Failure of a subcontractor to meet the eligibility criteria does not affect the eligibility of the general contractor for the procurement project. In such case, the portion intended to be subcontracted to the ineligible subcontractor shall be assumed by the general contractor;

d) The general contractor shall remain liable for the subcontractor's actions, defaults, delays, and negligence;

e) The general contractor and the subcontractor are obliged to comply with the provisions of the contract and shall share liability, jointly and severally, in cases of violation of safety standards or other labor standards insofar as the subcontracted portion is concerned; and

f) For purposes of post-qualification in accordance with its objective and process under the IRR, the value of the entire completed and accepted Project, including the subcontracted portion, shall be credited as experience of the general contractor. In the case of the subcontractor, the following rules shall apply:

i) The subcontractor shall get credit for one hundred percent (100%) of the value of the subcontracted portion of the project performed; and

ii) Subcontractors shall be eligible to concessional windows of GFIs that treat receivables from the government as loan security; the receivables of subcontractors due from their general contractor shall similarly be accepted as loan security by GFIs.

8) Procuring Entity's Responsibilities

8.1 Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, the Procuring Entity may assist the Supplier in complying with such requirements in a timely and expeditious manner.

8.2 The Procuring Entity shall pay all costs involved in the performance of its responsibilities in accordance with the Scope of Contract.

9) Prices

9.1 For goods and services covered under this Contract, as awarded, all bid prices shall be deemed fixed and not subject to price escalation during contract implementation, except as otherwise provided in the succeeding provisions.

9.2 Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, unless there is a change in price resulting from Amendment to Order issued in accordance with **GCC** Clause 28.

10) Advance Payment

10.1 For Goods sourced from within the Philippines, advance payments may be made as follows:

a) A single advance payment not to exceed fifty percent (50%) of the contract amount shall be allowed for contracts entered into by a procuring entity for the following services where the requirement of down payment is a standard industry practice: 1) hotel and restaurant services; 2) use of conference/seminar and exhibit areas; and 3) lease of office space;

b) Advance payment not to exceed fifteen percent (15%) of the contract amount, unless otherwise directed by the President, shall also be allowed for procurement of goods required to address contingencies arising from natural or man-made calamities in areas where a "State of Calamity" has been declared by appropriate authorities; and

c) Upon submission of an irrevocable Letter of Credit (LoC) or bank guarantee issued by local bank, advance payment not exceeding fifteen percent (15%) of the contract amount shall be allowed and paid to the Supplier within sixty (60) calendar days from the signing of the contract. The irrevocable LoC or bank guarantee, which must be for an equivalent amount, shall remain valid until the goods are delivered, and accompanied by a claim for advance payment.

10.2 For Goods supplied from abroad, unless otherwise indicated in the **SCC**, the terms of payment shall be as follows:

a) Upon Contract Signing: Fifteen Percent (15%) of the Contract Price shall be paid within sixty (60) days from signing of the Contract and upon submission of a claim and a bank guarantee for the equivalent amount valid until the Goods are delivered and, in the form, provided in Section VIII. PBD Related Forms.

b) Upon Delivery: Sixty-five percent (65%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the SCC provision on Delivery and Documents.

c) Upon Acceptance: The remaining twenty percent (20%) of the Contract Price shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by the Procuring Entity's authorized representative. In the event that no inspection or acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days of the date shown on the delivery receipt, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the SCC provision on Delivery and Documents.

10.3 All progress payments for Goods shall first be charged against the advance payment until the latter has been fully exhausted.

11) Payment

11.1 Payments shall be made only upon a certification by the HoPE that the Goods have been delivered in accordance with the terms of this Contract and have been duly inspected and accepted**.** Except with the prior approval of the President, no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under the Contract.

11.2 The Supplier's request(s) for payment shall be made to the Procuring Entity in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services rendered, and by documents submitted pursuant to the SCC provision for **GCC** Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract;

11.3 Pursuant to **GCC** Clause 11.2, payments shall be made promptly by the Procuring Entity after submission of an invoice or claim by the Supplier. Payments shall be in accordance with the applicable accounting and auditing laws, rules and regulations.

11.4 Unless otherwise provided in the **SCC**, all payments to the Supplier under this Contract shall be in Philippine Peso;

11.5 Unless otherwise provided in the **SCC**, payments using LoC is allowed. For this purpose, the amount of provisional sum shall be indicated in the **SCC**. All charges for the opening of the LoC and/or incidental expenses thereto shall be for the account of the Supplier.

12) Taxes and Duties

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license and permit fees, and other such levies imposed for the completion of this Contract.

13) Performance Security

13.1 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 the forms prescribed in the ITB Clauses 31.2 and 31.3.

13.2 The performance security posted in favor of the Procuring Entity shall be forfeited in the event it is established that the winning Bidder is in default in any of its obligations under the contract.

13.3 The performance security shall remain valid until issuance by the Procuring Entity of the Certificate of Final Acceptance.

13.4 The performance security may be released by the Procuring Entity and returned to the Supplier after the issuance of the Certificate of Final Acceptance, subject to the following conditions:

a) There are no pending claims against the Supplier or the Surety Company filed by the Procuring Entity;

b) The Supplier has no pending claims for labor and materials filed against it; and

c) Other terms specified in the **SCC**.

13.5 The Procuring Entity shall allow a proportional reduction in the original performance security in case of a reduction in contract value, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

14) Use of Contract Documents and Information

14.1 The Supplier shall not, without the Procuring Entity's prior written consent, disclose this Contract or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Entity, except for purposes of performing the obligations therein. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

14.2 Other than this Contract, any document enumerated in **GCC** Clause 14.1 shall remain the property of the Procuring Entity. All copies shall be returned to the Procuring Entity upon completion of the Supplier's performance under this Contract, if so required by the Procuring Entity.

15) Standards

The Goods provided under this Contract shall conform to the standards mentioned in the **Error! Reference source not found.**. When no applicable standard is mentioned,

the Goods shall comply with the latest authoritative standards appropriate to its country of origin.

16) Inspection and Tests

16.1 The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Entity, other than that specified under Item 16.3 below. The **SCC** and Error! Reference source not found. 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.

16.2 If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no cost to the Procuring Entity. The Supplier shall provide the Procuring Entity with the results of such inspections and tests.

16.3 The Procuring Entity or its designated representative shall be allowed to attend the tests and/or inspections referred to in this Clause provided that the Procuring Entity shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

16.4 The Procuring Entity shall reject the Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity. Upon giving due notice to the Supplier pursuant to **GCC** Clause 5, the test and/or inspection may be repeated by the Procuring Entity, at no additional cost.

16.5 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative to the said test and/or inspection, shall release the Supplier from any warranties or other obligations under this Contract.

17) Warranty

17.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and with all recent improvements in design and materials, except when the technical specifications required by the Procuring Entity provides otherwise.

17.2 The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

17.3 To ensure correction of manufacturing defects, the Supplier shall be required to provide a warranty for a minimum period specified in the **SCC**. At the option of the Procuring Entity, the obligation for the warranty shall be covered by:

a) Retention money in an amount equivalent to at least one percent (1%) but not to exceed five (5%) of every progress payment; or

b) Special bank guarantee equivalent to at least one percent (1%) but not to exceed five (5%) of the total Contract Price; or

c) Other such amount, if so specified in the **SCC**.

17.4 The said amounts shall only be released by the Procuring Entity after the lapse of the warranty period as specified in the **SCC**, or in case of Expendable Supplies, after the consumption thereof; Provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.

17.5 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under the warranty. Upon receipt of such notice, the Supplier shall, within the period specified in the **SCC**, repair or replace the defective Goods or parts thereof, at the soonest possible time, without cost to the Procuring Entity.

17.6 If the Supplier, after having been notified on the warranty claim, fails to remedy the defect(s) within the period specified in **GCC** Clause 17.5, the Procuring Entity may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense, and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract and other applicable laws.

18) Delays in the Supplier's Performance

18.1 Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Entity in Schedule of Requirements.

18.2 If at any time during the performance of this Contract, the Supplier encounters conditions that may impede the timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify the Procuring Entity in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under **GCC** Clause 23, the Procuring Entity shall evaluate the situation and, if warranted, extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.

18.3 Except as provided under **GCC** Clause 23, any delay by the Supplier in the performance of its obligations shall render it liable to the imposition of liquidated damages pursuant to **GCC** Clause 19, unless an extension of time is agreed upon pursuant to **GCC** Clause 28.

19) Liquidated Damages

19.1 When the Supplier fails to satisfactorily deliver the Goods under the contract within the specified delivery schedule, inclusive of duly granted time extensions, if any, the Supplier, manufacturer, or distributor shall be liable for liquidated damages in an amount equal to one-tenth (1/10) of one percent (1%) of the cost of the delayed goods scheduled for delivery for every day of delay until such goods are finally delivered and accepted by the Procuring Entity.

19.2 The Procuring Entity need not prove that it has incurred actual damages to be entitled to liquidated damages. Such amount shall be deducted from any money due, or which may become due the supplier, manufacturer, or distributor, or collected from any securities or warranties posted by the supplier, manufacturer, or distributor, whichever is convenient to the Procuring Entity. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, the Procuring Entity may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.

19.3 If delays are likely to be incurred beyond its control, the supplier, manufacturer, or distributor shall promptly notify the Procuring Entity in writing, providing details of the causes and duration of the expected delay. The Procuring Entity may, at its discretion, grant a time extension based on meritorious grounds, with or without the imposition of liquidated damages.

20) Settlement of Disputes

20.1 Any dispute arising from the implementation of a contract covered by the Act and the IRR shall primarily be resolved and settled amicably by mutual consultation or agreement.

20.2 In case of failure to settle dispute amicably, the parties may mutually agree in writing to resort to other modes of alternative dispute resolution (ADR) to promote efficiency in the procurement process. Accordingly, they are encouraged to select the most expeditious mode of ADR available.

If arbitration is chosen as the ADR method, this shall be incorporated as a provision in the contract and referred to the Arbitrator specified in the **SCC.**

20.3 In case of disagreement or after exhausting the remedies provided in the preceding Section, the dispute may be submitted to arbitration or other forms of alternative dispute resolution which includes mediation, conciliation, early neutral evaluation, mini-trial, or any combination thereof in accordance with the provisions of RA No. 9285, otherwise known as the “Alternative Dispute Resolution Act of 2004.”

20.4 Should the Parties fail to resolve their dispute or difference by such mutual consultation or agreement after thirty (30) days, either the Procuring Entity or the Supplier may signify its intention to commence arbitration by giving notice to the Other Party, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

20.5 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.

20.6 Notwithstanding any reference to arbitration herein, the Parties shall continue to perform their respective obligations under the Contract unless otherwise agreed upon in writing.

21) Liability of the Supplier

21.1 The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines, subject to additional provisions, if any, set forth in the **SCC**.

21.2 Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to the Procuring Entity shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repair or replacement of the defective Goods.

22) Termination for Breach of Contract

The Procuring Entity may terminate for breach of contract when the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by the Procuring Entity, pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price, consistent with the provision of this IRR on liquidated damages. The Procuring Entity may likewise impose appropriate sanctions therein.

23) Termination Due to Force Majeure

23.1 For purposes of this Contract, the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean as an event which the Supplier could not have been foreseen, or though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions, and any other causes the effect/s of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

23.2 The Procuring Entity may terminate the contract and impose liquidated damages when, as a result of force majeure, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days, or earlier, as deemed necessary by the Procuring Entity, after receipt of the written notice from the Procuring Entity stating that the circumstance of force majeure is deemed to have ceased.

23.3 The Supplier shall not be subject to forfeiture of its performance security, payment of liquidated damages, or contract termination due to *force majeure,* provided that the Supplier's delay in performance or other failure to perform its obligations under the contract is the result of a *force majeure*.

23.4 If a *force majeure* situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity, the Supplier shall continue to perform its obligations under the Contract as far as may be practicable, when not prevented by the *force majeure*, and shall seek all reasonable alternative means in the performance of its obligation.

24) Termination for Convenience

24.1 The Procuring Entity, through a written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time, if it has determined the existence of any of the following conditions that make contract implementation economically, financially, or technically impractical or unnecessary:

a) When physical and economic conditions have significantly changed so as to render the project no longer economically, financially, or technically feasible, as determined by the HoPE;

b) When the HoPE has determined the existence of conditions that make project implementation impractical or unnecessary, such as, but not limited to, fortuitous event/s, changes in laws and government policies;

c) When funding for the Project has been withheld or reduced by higher authorities through no fault of the Procuring Entity; or

d) Any circumstance analogous to the foregoing.

24.2 The Goods that have been performed or are ready to be delivered or performed within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices thereof. For Goods not yet delivered, performed and/or ready to be delivered or performed, the Procuring Entity may elect:

a) To have any portion delivered and/or performed and paid at the contract terms and prices thereof; or

b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

25) Termination for Unlawful Acts

25.1 The Procuring Entity may terminate this Contract in case it is determined *prima facie* that the Supplier, including any joint venture partner therein, has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

a) Corrupt, fraudulent, collusive, and coercive practices as defined in ITB Clause **Error! Reference source not found.**;

b) Drawing up or using forged documents;

c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and

d) Any other act analogous to the foregoing.

26) Procedures for Termination of Contracts

26.1 The following provisions shall govern the procedures for termination of this Contract:

a) **Verification** - Upon receipt of a written report of acts or causes which may constitute grounds for termination as aforementioned, or upon its own initiative, the End-User or Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such grounds and cause the execution of a Verified Report, with all relevant evidence attached.

b) **Notice to Terminate** - Upon recommendation by the End-User or Implementing Unit, the HoPE shall terminate contracts only by written notice to the supplier conveying the termination of the contract. The notice shall state:

i) That the contract is being terminated for any of the grounds aforementioned, and a statement of the acts that constitute the grounds constituting the same;

ii) The extent of termination, whether in whole or in part;

iii) An instruction to the Supplier, to show cause as to why the contract should not be terminated; and

iv) Special instructions of the Procuring Entity, if any.

The Notice to Terminate shall be accompanied by a copy of the Verified Report.

c) **Show Cause** - Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why the contract should not be terminated. If the Supplier, fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating the contract.

d) **Rescission of Notice of Termination** - The Procuring Entity may, at any time before receipt of the Supplier's verified position paper, withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice.

e) **Decision** - Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate the contract. It shall serve a a written notice to the Supplier of its decision and, unless otherwise provided, the contract is deemed terminated from receipt of the Supplier of the notice of the decision. The termination shall only be based on the grounds stated in the Notice to Terminate.

f) **Contract Termination Review Committee (CTRC)** - The HoPE may create a committee to assist in the discharge of its functions under the IRR. All decisions recommended by the CTRC shall be subject to the approval of the HoPE.

g) **Take-over of Contracts -** If a Procuring Entity terminates the contract due to default, insolvency, or for a cause, it may enter into a Negotiated Procurement (Take-over of Contracts) pursuant to Section 35(c) of the IRR.

h) **Procuring Entity's Options in Termination for Convenience in Contracts for Goods** - The Goods that have been performed or are ready for delivery within thirty (30) calendar days after the supplier's receipt of Notice to Terminate shall be accepted by the Procuring Entity at the contract terms and prices. For Goods not yet performed or ready for delivery, the Procuring Entity may elect:

i) To have any portion delivered or performed and paid at the contract terms and prices; or

ii) To cancel the remainder and pay to the supplier an agreed amount for partially completed or performed goods and for materials and parts previously procured by the supplier.

27) Assignment of Rights

The Supplier shall not assign its rights or obligations under this Contract, in whole or in part, except upon prior written consent of the Procuring Entity.

28) Amendment to Order

No variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties in accordance with the provisions on Amendment to Order, subject to applicable laws, rules and regulations.

29) Application

These General Conditions shall apply to the extent that they are not suspended by the provisions from other parts of this Contract.

Special Conditions of Contract

GCC Clause	
1(a)	The Procuring Entity is **Philippine National Oil Company.**
1(b)	The Supplier is *[to be inserted at the time of contract award].*
1(c)	The Funding Source is: 2.1 The GoP through the source of funding as indicated below for **2026** in the amount **Three Million Nine Hundred Sixty Thousand Five Hundred Fifty - Four Pesos (PhP 3,960,554.00).** 2.1 The source of funding is: b) GOCC and GFIs, the Corporate Operating Budget.
1(d)	The Project Site is **PNOC Industrial Park, Brgy. Batangas Dos, Mariveles Bataan.**
2	No further instructions.
5.1	The Procuring Entity's address for Notices is: **BAC Secretariat** **PNOC Building VI, Energy Center, Rizal Drive, Bonifacio Global City, Taguig City**
5.2	No further instructions.
6.2	**Delivery and Documents** 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: *For Goods Supplied from Abroad, state "*The delivery terms applicable to the Contract are DDP delivered *[insert place of destination].* In accordance with INCOTERMS." (DAP) *For Goods Supplied from Within the Philippines, state "*The delivery terms applicable to this Contract are delivered *[insert place of destination].* Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination." Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are as follows:

	For Goods supplied from within the Philippines: Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following original documents to the Procuring Entity: i) Supplier's invoice showing Goods' description, quantity, unit price, and total amount; ii) Delivery receipt/note, railway receipt, or truck receipt; iii) Supplier's factory inspection report; iv) Manufacturer's and/or Supplier's warranty certificate (if applicable); v) Certificate of origin (for imported Goods); vi) Delivery receipt detailing number and description of items received signed by the authorized receiving personnel; vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and viii) Four copies of the Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site. *For Goods supplied from abroad:* Upon shipment, the Supplier shall immediately communicate and notify the Procuring Entity and the insurance company the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify the Procuring Entity and present the following original documents as applicable with the documentary requirements of any letter of credit issued taking precedence: i) Supplier's invoice showing Goods' description, quantity, unit price, and total amount; ii) Negotiable, clean shipped on board bill of lading marked "freight prepaid", as well as a copy of the non-negotiable bill of lading; iii) Supplier's factory inspection report; iv) Manufacturer's and/or Supplier's warranty certificate; v) Certificate of origin (for imported Goods); vi) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site; vii) Certificate of Acceptance/Inspection Report signed by the Procuring Entity's representative at the Project Site; and viii) Invoice Receipt for Property signed by the Procuring Entity's representative at the Project Site.

	For purposes of this Clause the Procuring Entity's Representative at the Project Site is Engr. D.S. Inlong, OIC- Department Manager of PNOC Industrial Park. **Incidental Services** The Supplier is required to provide all of the following services, including additional services, if any, specified in Schedule of Requirements: a) performance or supervision of onsite assembly and/or startup of the supplied Goods; b) furnishing of tools required for assembly and/or maintenance of the supplied Goods; c) 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 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 required are listed in 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 spares for the Goods for a period of *[twelve (12) months].*

	Packaging The Supplier shall meet packaging standards for Goods in accordance with existing laws and regulations, and as indicated in this Contract to prevent damage or deterioration during transit to their final destination. The packaging shall be durable enough to withstand rough handling, exposure to extreme temperatures, salt, precipitation, open storage, and other extreme conditions during transit. Packaging case sizes and weights shall consider the remoteness of the Goods' final destination and the potential absence of heavy handling facilities at all transit points. The packaging, labeling, and documentation within and outside the packages shall comply strictly with special requirements as shall be expressly provided for in this Contract, including additional requirements, specified below, and in any subsequent instructions ordered by the Procuring Entity. The outer packaging must be clearly marked on at least four (4) sides as follows: 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 Hazardous Chemical classifications 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. Otherwise, the packaging list is to be placed outside the secondary packaging. **Insurance** The Supplier shall fully insure the Goods supplied under this Contract in a currency, local or tradeable and accepted by the *Bangko Sentral ng Pilipinas* against loss or damage incidental to manufacture, acquisition, transportation, storage, and delivery. The risk and ownership of the Goods remain with the Supplier until their final acceptance by the Procuring Entity, unless otherwise specified in this Contract.

	Transportation The Supplier shall arrange and pay for the delivery of the Goods, with the cost included in the Contract Price. When required under this Contract to deliver the Goods CIF, CIP, or DDP, the Supplier shall ensure the transport of the Goods to the port of destination or any other specified place of destination in the Philippines, as indicated in this Contract. The Supplier shall arrange for transport, insurance, and storage to the specified destination with the related costs included in the Contract Price. When required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site. The Goods must be transported using carriers registered in the Philippines when the Supplier is required under this Contract to deliver the Goods CIF (Cost, Insurance, and Freight), CIP (Carriage and Insurance Paid To), or DDP (Delivered Duty Paid). If no Philippine-registered carrier is available, the Goods may be shipped using a non-Philippine carrier, provided the Supplier obtains and presents certification from the nearest Philippine consulate at the port of dispatch. If Philippine-registered carriers are available but their schedules would impede timely delivery or cause delays in the Supplier's performance of this Contract, the period of delay from when the Goods were first ready for shipment to the actual date of shipment will be considered *force majeure* in accordance with **GCC** Clause 23. 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, risk and ownership will not be deemed transferred to the Procuring Entity until their receipt and final acceptance at the final destination. **Patent Rights** 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.
10.3	Maintain the GCC Clause.
11.4	Not applicable
11.5	Payment using LoC is not allowed.
13.4(c)	No further instructions.
16.1	None.

17.3	*If the Goods pertain to Expendable Supplies:* Three (3) months after acceptance by the Procuring Entity of the delivered Goods or after the Goods are consumed, whichever is earlier.
17.3(c)	Not applicable.
17.4	No further instructions.
17.5	No further instructions.
20.2	Not applicable.
21.1	No further instructions.

Schedule of Requirements

The delivery schedule, expressed in weeks or months, indicates the required delivery date which shall be understood as the date the Goods are to be delivered to the project site.

Item Number	Description	No. of Personnel	Delivery Schedule
1	Civil Engineer	1	**Twelve (12) Months** (subject to adjustment based on the actual start date of the contract)
2	Carpenter	1	
3	Electrician/ Lineman	1	
4	Engineering Assistant (Base Radio Operator)	1	
5	Health, Safety, Security, and Environment (HSSE) Staff	1	
6	Millwright/ Technician	1	
7	Plumber	1	
8	Engineering Assistant (Pump Operator)	6	
9	Welder/ Fabricator	1	
10	Manual labor	4	
Total		18	

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.

Item	Specification	No. of Personnel	Statement of Compliance
1	Civil Engineer	1	
2	Carpenter	1	
3	Electrician/ Lineman	1	
4	Engineering Assistant (Base Radio Operator)	1	
5	HSSE Staff	1	
6	Millwright/ Technician	1	
7	Plumber	1	
8	Engineering Assistant (Pump Operator)	6	
9	Welder/ Fabricator	1	
10	Manual labor	4	
Total		**18**	

I. 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:

II. List of Required Personnel

The contractor shall provide **eighteen (18)** personnel with the following detail.

Position	Number of personnel	Office Assignment
Civil Engineer	1	Construction Facilities and Equipment Management Division (CFEMD) (Maintenance)
Carpenter	1	CFEMD (Maintenance)
Electrician/ Lineman	1	CFEMD (Maintenance)
Engineering Assistant (Base Radio Operator)	1	CFEMD (Operations)
HSSE Staff	1	Environmental Management and Technical Support Division (EMTSD)
Millwright / Technician	1	CFEMD (Maintenance)
Plumber	1	CFEMD (Maintenance)
Engineering Assistant (Pump Operator)	6	CFEMD
Welder / Fabricator	1	CFEMD (Maintenance)
Manual labor	4	CFEMD (Maintenance)
Total	**18 personnel**	

III. Monthly Work Schedule

Position	No. of Day for the whole contract period (For On-Call)	No. of Days in a Month (Regular)	Working hours	Rates (Php)	Remarks
Civil Engineer	-	21.75	Monday – Friday (8am-5pm)	950	Regular
Carpenter	36	-	Monday – Friday (8am-5pm)	800	On-call

Electrician/ Lineman	36	-	Monday – Friday (8am-5pm)	800	On-call
Engineering Assistant (Base Radio Operator)	-	21.75	Monday – Friday/ Shifting Hours (8am-5pm)	800	Regular
HSSE Staff	-	21.75	Monday – Friday (8am-5pm)	850	Regular
Millwright / Technician	36	-	Monday – Friday (8am-5pm)	800	On-call
Plumber	36	-	Monday – Friday (8am-5pm)	800	On-call
Engineering Assistant (Pump Operator)	-	21.75	Monday – Friday/ Shifting Hours (8am-5pm)	800	Regular
Welder / Fabricator	36	-	Monday – Friday (8am-5pm)	800	On-call
Manual labor	36	-	Monday – Friday (8am-5pm)	550	On-call (for 3 months)

Note:

- *On-call personnel shall be provided by the Contractor within seven (7) to ten (10) days upon receipt of a request from the PNOC Park Management Department.*
- *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.*

IV. Duties, Responsibilities and Qualifications

A. Civil Engineer

Duties and responsibilities:

- Plan, schedule, and supervise civil/structural maintenance and repair works within the industrial park.
- Ensure that all maintenance activities are carried out in compliance with applicable standards, codes, and safety regulations.

- Conduct regular inspections of roads, drainage systems, buildings, and other civil structures to identify defects or potential issues.
- Prepare assessment reports and recommend appropriate corrective or preventive maintenance measures.
- Oversee minor construction, rehabilitation, and renovation works required for facility upkeep.
- Prepare estimates of materials, labor, and equipment needed for civil works.
- Assist in the preparation of technical specifications, drawings, and procurement requirements for civil works.

Qualifications:

- Civil Engineering graduate.
- At least 2years experience in construction and related fields.
- Demonstrates good oral and communication skills.
- Can interpret plans and drawings.
- Can prepare 2D or 3D drawing.

B. Carpenter

Duties and responsibilities:

- Perform routine repair and maintenance of wooden structures, doors, windows, ceilings, flooring, partitions, furniture, and fixtures as directed by Maintenance Engineer.
- Fabricate, assemble, and install wooden or allied materials for building maintenance requirements.
- Assist in minor construction, renovation, or improvement works within the facility.
- Provide carpentry support for emergency repairs as directed by the Maintenance Engineer.
- Assist other maintenance personnel (e.g., masons, painters, plumbers, electricians) when additional manpower is required.

Qualifications:

- High School graduate.
- With at least two (2) years relevant experience.
- With TESDA national certification level II (NCII)

C. Electrician/lineman

Duties and responsibilities:

- Install, inspect, troubleshoot, and repair electrical systems, equipment, and fixtures within the facility.
- Maintain and repair distribution lines, transformers, circuit breakers, lighting systems, and other electrical components as directed by Maintenance Engineer.

- Assist in the installation of new electrical wiring, panels, outlets, lighting, and other devices as required.

Qualifications:

- High School graduate.
- With at least two (2) years relevant experience.
- With TESDA national certification level II (NCII)
- With experience in building wiring and maintenance of medium voltage system is advantageous.

D. Engineering Assistant (Base Radio Operator)

Duties and Responsibilities:

- Operate and maintain two-way/base radios and other communication equipment to ensure clear and reliable communication.
- Monitor communication channels, promptly log all transmissions, and relay messages, instructions, and updates to the concerned personnel.
- Record and log all incoming and outgoing radio messages and ensure proper documentation.
- Conduct routine checks, cleaning, and minor troubleshooting of radio and related communication equipment.
- Assist Engineers in daily activities related on Operations.

Qualifications:

- Must be BSECE Graduate.
- With NTC License of at least 2PHN Base Radio Operator
- In the event that the applicant (BSECE graduate) does not possess an NTC license, PNOC may still consider the application, provided that the contractor shall be responsible for securing the license within forty-five (45) calendar days upon engagement as indicated in the NTP; otherwise, the hired personnel shall be subject to replacement.
- Knowledgeable in troubleshooting of mechanical and electrical equipment is an advantage.

E. HSSE Staff

Duties and Responsibilities:

- Assist EMTSD personnel on day-to-day activity

Qualifications:

- At least 1 year of demonstrated experience in Health, Safety, Security, and Environment (HSSE) is required.
- Ability to comprehend HSSE laws and regulations.
- Demonstrates good oral and communication skills.
- Must be able to work with multiple people of different backgrounds.

F. Millwright / Technician

Duties and Responsibilities:

- Install, align, and assemble machinery, mechanical equipment, and components according to specifications, drawings, and safety standards
- Troubleshoot mechanical issues, identify root causes, and implement appropriate repair solutions improvements as directed by Maintenance Engr.
- Use precision measuring instruments (dial indicators) to ensure accurate alignment and balance of equipment.
- Adjust, calibrate, and fine-tune mechanical systems for optimal performance.

Qualifications:

- Graduate of any Vocational course.
- Preferably with TESDA National Certification Level II (NCII)
- With at least one (1) year of experience.
- Proficient in alignment of pump and motor using dial gauge.
- Knowledgeable in repair of booster pump and motor.

G. Plumber

Duties and Responsibilities:

- Install, repair, and maintain water supply lines, drainage systems, sanitary fixtures, and other plumbing facilities within the industrial park.
- Diagnose plumbing problems and carry out corrective measures promptly to minimize service disruptions.
- Respond to emergency plumbing repairs such as burst pipes, major leaks, or drainage backflow
- Perform cutting, threading, welding, and assembly of pipes and fittings as needed for repairs or system improvements as directed by Maintenance Engr.

Qualifications:

- High School graduate.
- With at least two (2) years relevant experience.
- With TESDA national certification level II (NCII)

H. Engineering Assistant (Pump Operator)

Duties and Responsibilities:

- Operate, start, and stop booster pumps and motors in accordance with the shift schedule and operational requirements.
- Monitor pump performance, including pressure, flow rate, and operating parameters, to ensure efficient and reliable operation.

- Support the Shift Engineer in day-to-day operations, including routine monitoring of utilities, equipment, and facilities.
- Carry out assigned tasks such as opening/closing valves, recording readings, and assisting in minor adjustments or troubleshooting.
- Conduct regular inspections of pumps, motors, and auxiliary equipment to detect abnormalities such as unusual noise, vibration, overheating, or leakage.
- Report any irregularities or equipment malfunctions to the Shift Engineer for immediate action.
- Perform other duties as may be assigned by the Shift Engineer or Park Management to support continuous and safe operations of the industrial park
- Perform duties and responsibility assigned as ERT member during emergency.

Qualifications:

- At least high school graduate or any vocational course.
- With knowledge in the operation of Pumps, Motors and Generator Set.
- Preferably knowledgeable in troubleshooting of mechanical and electrical equipment.
- With valid driver's license (restriction 1 and 2).
- Can drive automatic and manual vehicle.
- Can drive any location within PNOC IP premises.
- Civil Service eligibility is an advantage.

I. Welder / Fabricator

Duties and Responsibilities:

- Perform welding, cutting, grinding, and fabrication of metal structures, frames, supports, tanks, pipelines, and other steel components as directed by Maintenance Engineer.
- Repair and reinforce damaged or corroded metal structures, gates, fences, and other park facilities.
- Assist in civil and mechanical maintenance works requiring metal fabrication or reinforcement.
- Provide fabrication support for minor construction, rehabilitation, and improvement projects within the industrial park.

Qualifications:

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

- With TESDA national certification level II (NCII)

J. Manual Laborer

Duties and Responsibilities:

- Provide support to skilled maintenance personnel during scheduled maintenance, repair, or rehabilitation works.
- Perform tasks as directed by the Maintenance Engineer or assigned supervisor.
- Follow work instructions carefully to ensure safe and efficient accomplishment of maintenance activities.

Qualifications:

- High School graduate.
- With experience on industrial facility

V. Personal Protective Equipment (PPE)

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

1. Civil Engineer	-Hard Hat with chin strap -Safety Glasses -Reflective Vest -Safety shoes (Steel toe)
2. Carpenter	-Hard Hat with chin strap -Safety Glasses -Reflective Vest -Safety shoes (Steel toe)
3. Electrician/ Lineman	-Hard Hat with chin strap -Safety Glasses -Reflective Vest -Safety shoes (Steel toe)
4. Engineering Assistant (Base Radio Operator)	-Hard Hat with chin strap -Safety Glasses -Reflective Vest -Safety shoes (Steel toe)
5. HSSE Staff	-Hard Hat with chin strap -Safety Glasses -Reflective Vest -Safety shoes (Steel toe)
6. Millwright / Technician	-Hard Hat with chin strap

	-Safety Glasses -Reflective Vest -Safety shoes (Steel toe)
7. Plumber	-Hard Hat with chin strap -Safety Glasses -Reflective Vest -Safety shoes (Steel toe)
8. Engineering Assistant (Pump Operator)	-Hard Hat with chin strap -Safety Glasses -Reflective Vest -Safety shoes (Steel toe) -Rain Coat -Ear plug
9. Welder / Fabricator	-Hard Hat with chin strap -Safety Glasses -Reflective Vest -Safety shoes (Steel toe) -Welding gloves -Welding face mask
10. Manual labor	-Hard Hat with chin strap -Safety Glasses -Reflective Vest -Safety shoes (Steel toe)

Note:

- *All PPE must be always in good condition, if found defective it must be replaced by the contractor without any additional cost to PNOC.*
- *Provision of uniforms for all personnel deployed in the industrial park shall be the responsibility of the Contractor.*

VI. Special Conditions:

A. 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).

B. The Contractor shall be liable for all direct and consequential damages arising out of any failure to perform the work.

C. Personnel deployed at the PNOC Industrial Park (PIP) must be equipped with complete personal protective equipment (PPE) appropriate to their assigned project or task. The Contractor shall be responsible for providing all required PPE to its personnel in accordance with the provisions of Section V.

D. The contractor shall provide the requested manpower within the period indicated in Section IV. 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.

E. 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.

F. 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.

G. Attendance from the Biometrics shall be strictly applied. The Contractor shall provide One (1) unit Biometric Machine for attendance monitoring of the contractor's personnel. No Biometrics attendance shall be considered as no attendance. Manual approval shall not be considered.

H. Coordination Meeting to be attended by PNOC Representative and Contractor's Representative should be conducted monthly.

Note:

- The Holiday & Overtime pay is not yet included in the Approved Budget Cost (ABC).
- The total amount of ABC to be applied will be determined based on the actual covered period when the project is awarded.

VI. Contractor Eligibility/Qualification

Contractor must have the following:

- Registration of Certification of Department Order 174; and
- Contractor shall screen the resumes of applicants for the required manpower and shall submit to PNOC within seven (7) calendar days upon Contractor's receipt of the "Notice of Award". Final interview of

the Contractor's applicants shall be scheduled by PNOC Park Management Department in coordination with the Contractor.

Name of Company: _____

Authorized Representative: _____

(Name and Signature)

Bid Form for Procurement of Goods

[Note: The duly accomplished form shall be submitted with the Bid]

BID FORM
Project Identification No.: *[Insert number]*

*To: [**Name of Procuring Entity]***

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

a) I/We have no reservation to the PBD, including the Supplemental Bid Bulletins, for the Procurement Project ***[Project Title]***;

b) Select one, delete the other

- I/We undertake to deliver the Goods in accordance with the delivery schedule in the Schedule of Requirements;
- I/We offer to execute the Works for this Contract in accordance with the PBD;

c) The total price of our Bid in words and figures, excluding any discount 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 or in the ***[Select one, delete the other:*** the Price Schedules/ Detailed Estimates];

f) This Bid shall remain valid within a period stated in the PBD, and it shall be binding upon me/us at any time before the expiration of that period;

g) If our bid is accepted, I/We commit to provide a performance security in the form, amounts, and within the times prescribed in the PBD.

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 the Bidder.

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

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

The undersigned is authorized to submit the bid on behalf of ***[Name of the Bidder]*** as evidenced by the attached ***[State the Written Authority]***.

I/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.

Duly authorized to sign the Bid for and behalf of:

[Insert Bidder's Name]

[Signature over Printed Name]
[Position/Designation]
[Date]

Contract Form

[Note: The duly accomplished form is not required to be submitted with the Bid but shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT FOR [Insert Project Title]

This **CONTRACT** executed on the _____ day of _____ 20_____ by and between:

[Name of Procuring Entity], a government agency of the Republic of the Philippines, hereinafter called "the Entity";

-and-

[Name of Supplier /Contractor/ Consultant] a company duly organized and existing under the laws of [city and country], with principal office at [insert address], hereinafter called "the Supplier".

WHEREAS, the Entity invited Bids for certain goods and services/works/consulting services, particularly ***[Brief description of Project]*****;**

WHEREAS, the Supplier/Contractor/Consultant submitted a responsive bid and was awarded the contract for the procurement in the total amount of ***[Contract price in words and figures, including currency],*** hereinafter referred to as the "Contract Price."

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows:

1) Unless otherwise stated, terms and expressions used in this Contract shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Contract.

2) The following documents as required by the Implementing Rules and Regulations of Republic Act No. 12009 shall form part and be read and construed as integral parts of this Contract, *viz.*:

   a) Philippine Bidding Document (PBD); ***[Select one, delete the others]***

   - ***For Procurement of Goods***

     i) Invitation to Bid;
     ii) Instruction to Bidders;
     iii) 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;
     iv) Bid Data Sheet;
     v) Schedule of Requirements;

vi) Technical Specifications;
vii) General and Special Conditions of Contract;
viii) Supplemental Bid Bulletins, if any; and
ix) Other contract documents that may be required by existing laws and/or the Entity.

b) Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;

c) Performance Security;

d) Notice of Award of Contract; and the Bidder's Conforme thereto; and

e) Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBD, such as but not limited to the Notice to Proceed and Warranty Security.

3) In consideration of the Contract Price of ***[Contract Price in words and figures],*** or such other sums as may be determined in accordance with the terms of the Contract, the Supplier/Contractor/Consultant agrees to deliver and perform the items and related services for the ***[Project Title]*** described herein in accordance with the terms and conditions specified in the Contract and its annexed documents.

4) The ***[Name of the Procuring Entity]*** agrees to pay the above-mentioned sum to the Supplier/Contractor/Consultant in accordance with the schedule and manner provided in the Bidding Documents and its annexes.

5) Any dispute, difference, or claim arising out of or relating to this Contract, including its existence, validity, interpretation, breach, or termination thereof, may be submitted to arbitration or other form of alternative dispute resolution in accordance with the applicable law, such as Republic Act No. 9285 (Alternative Dispute Resolution Act of 2004) or Executive Order No 1008, series 1985 (Construction Industry Arbitration Law).

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

For the Procuring Entity	*For the Bidder*
Head of the Procuring Entity or Duly Authorized Representative	Duly authorized to sign the Contract for and behalf of ***[Bidders Name]***:
[Signature over Printed Name]	***[Signature over Printed Name]***
[Position/Designation]	***[Position/Designation]***
[Date]	***[Date]***

Signed in the presence of:

[Name and Signature] *Witness – Procuring Entity*	*[Name and Signature]* *Witness- Supplier*

ACKNOWLEDGMENT

BEFORE ME, A Notary Public for and in the _____, City/Province of _____, this _____ day of _____, 20_____, personally appeared the above-named persons who have satisfactorily proven to me their identity, through their identifying documents written below their names and signatures, that they are the same persons who executed and voluntarily signed the foregoing instrument consisting of ____ pages, including this page where this Acknowledgement is written, which they acknowledged before me as their free and voluntary act and deed.

WITNESS MY HAND AND SEAL this ___ day of *[month] [year].*

NAME OF NOTARY PUBLIC

Notarial Commission No. _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. __, *[date issued], [place issued]*
IBP No. __, *[date issued], [place issued]*

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

Omnibus Sworn Statement Form

[Note: The duly accomplished form shall be submitted with the Bid]

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

OMNIBUS SWORN STATEMENT

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

1) ***Select one, delete the others:***

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

- *If 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]***;

- *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* I am the individual consultant or authorized representative of ***[Name of Bidder]*** with office address at *[**Address of Bidder]***;

2) ***Select one, delete the others:***

- *If 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 ***[Project Title]*** of the ***[Name of the Procuring Entity]****[insert* "as supported by the attached duly notarized Special Power of Attorney" *for authorized representative]*;

- *If 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 ***[Project Title]*** of the *[**Name of the Procuring Entity]***, as supported by the attached duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable*;*

- *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* As the individual consultant 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 ***[Project Title]*** of the ***[Name of the Procuring Entity]***, as supported by the attached duly notarized Special Power of Attorney *for authorized representative*;

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;

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 others:***

- *If sole proprietorship :* The ***[Name of Bidder]*** and its spouse are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

- *If partnership :* The partnership itself and the partners of ***[Name of Bidder]*** are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

- *If cooperative:* The cooperative itself and members of the board of directors, general manager, or chief executive officer of ***[Name of Bidder]*** are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

- *If corporation, or joint venture:* The corporation or joint venture itself, and officers, directors, and controlling stockholders of ***[Name of Bidder]*** are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

- *If individual consultant not registered under a sole proprietorship, in case of Consulting Services:* The individual consultant and its spouse are not related by consanguinity or affinity up to the third civil degree to the Head of the Procuring Entity, Procurement Agent (if engaged), End-User or Implementing Unit, project consultants, head of the Project Management Office, or the members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat;

7) It is understood that failure to faithfully disclose its relationship with the HoPE, members of the BAC, the TWG, and the BAC Secretariat, the head of the PMO or the end-user unit or implementing unit, and the project consultants of the Procuring Entity, or of the procurement agent by consanguinity or affinity up to the third civil degree, as well as its submission of beneficial ownership information containing false entries shall be subject to blacklisting under Section 100 of the IRR of RA No. 12009, without prejudice to criminal and civil liabilities under applicable laws, including their accessory penalties, if any.

[Select one, delete the rest:]

- *In case of corporations:* ***[Name of Bidder]*** declares its beneficial ownership consistent with its updated General Information Sheet or Beneficial Ownership Declaration Form or any other document duly submitted to the SEC in accordance with its annual reportorial requirements.

- *In case of Foreign Bidders:* ***[Name of Bidder]*** submitted an appropriate equivalent document in English issued by the country of the bidder concerned in accordance with Section 20.2.9.2 of the IRR of RA No. 12009.

8) ***[Name of Bidder]*** complies with existing labor laws and standards; and

9) ***[Name of Bidder]*** is aware of and has undertaken the following responsibilities as a Bidder:

a) Carefully examine all of the Bidding Documents;

b) Acknowledge all conditions, local or otherwise, affecting the implementation of the Contract;

c) Made an estimate of the facilities available and needed for the contract to be bid, if any; and

d) Inquire or secure Supplemental Bid Bulletin(s) issued for the ***[Project Title]***.

10) ***[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.

11) **[Name of Bidder]** hereby assigns the following contact number/s and email 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.

12) In case advance payment was made or given to ***[Name of Bidder]***, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability under existing laws.

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

Duly authorized to sign the Bid for and behalf of:

[Insert Bidder's Name]

[Affiant's Signature over Printed Name]
[Position/Designation]
[Date]

JURAT

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. _____.

WITNESS MY HAND AND SEAL this ___ day of ***[month] [year].***

NAME OF NOTARY PUBLIC
Notarial Commission No. _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. __, *[date issued], [place issued]*
IBP No. __, *[date issued], [place issued]*

Doc. No. _____
Page No. _____
Book No. _____
Series of _____.

Bid Securing Declaration Form

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

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

BID SECURING DECLARATION

Project Identification No.: *[Number]*

To: ***[Insert name 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;

   [Insert paragraph for Unsolicited Offer with Bid Matching]

   I/We understand that upon conferment of the original offeror status under Section 30.6 of the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009, the offeror shall submit a Bid Securing Declaration within ten (10) days from the receipt of the certificate of conferment;

2) **Select one, delete the other:**

   - I/We accept that: (a) I/we will be automatically disqualified from bidding for any procurement contract with any Procuring Entity upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under 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 52.2 (a), 63.2, 69.1 and 100, except 100.3 (c),of the IRR of Republic Act No. 12009; without prejudice to other legal action the government may undertake; and

   (For Unsolicited Offer with Bid Matching)

   - I/We accept that: I/we will be automatically disqualified from any procurement opportunity of the Procuring Entity for a period of one (1) year on the first offense, two (2) years on the second offense, and perpetually on the third offense 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;

[Insert this paragraph for Unsolicited Offer with Bid Matching]

b) Upon contract award and the LCCRB is not the original offeror; or

c) I am/we are declared the bidder with the ***[Insert Award Criterion[1]]*** 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]*.

Duly authorized to sign the Bid for and behalf of:

[Insert Bidder's Name]

[Signature over Printed Name]
[Position/Designation]
[Date]

JURAT

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. _____.

WITNESS MY HAND AND SEAL this ___ day of *[month] [year].*

NAME OF NOTARY PUBLIC
Notarial Commission No. _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. __, *[date issued], [place issued]*
IBP No. __, *[date issued], [place issued]*

Doc. No. _____
Page No. _____
Book No. _____
Series of _____.

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 Works

Name and Signature of Authorized Representative

Date

*Instructions:

a) State all ongoing contracts including those awarded but not yet started (government and private contracts which may be similar or not similar to the project called for bidding) as of **DEADLINE OF SUBMISSION OF BIDS.**

b) If there is no ongoing contract including awarded but not yet started as of the aforementioned period, state none or equivalent term.

c) The total amount of the ongoing and awarded but not yet started contracts should be consistent with those used in the Net Financial Contracting Capacity (NFCC) in case an NFCC is submitted as an eligibility document.

d) **"Name of Contract". Indicate here the Nature/ Scope of the Contract for easier tracking of the entries/ representation**

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

ANNEX B

REGULAR PERSONNEL				
PARTICULARS	**Civil Engineer**	**Eng'g Assistant (Base Radio Operator)**	**HSSE Staff**	**Eng'g Assistant (Pump Operator)**
Work Schedule	8am – 5pm	Shifting 8am – 5pm	8am – 5pm	Shifting 8am – 5pm
Daily Basic Salary Rate (PHP)	**950**	**800**	**850**	**800**
Number of Days per month	21.75	21.75	21.75	21.75
a. Basic Pay/ Month				
b. Night Differential Premium Pay (Basic Pay x 10% x No. of hrs/ 8)				
c. 13th Month Pay				
d. 5 Days Service Incentive Leave (SIL)				
e. Separation Pay				
Sub-Total A				
a. SSS- Employer Share				

REGULAR PERSONNEL				
PARTICULARS	**Civil Engineer**	**Eng'g Assistant (Base Radio Operator)**	**HSSE Staff**	**Eng'g Assistant (Pump Operator)**
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	6
Number of Month/s	**12**	**12**	**12**	**12**
TOTAL FOR REGULAR PERSONNEL				

ON-CALL PERSONNEL						
PARTICULARS	**Carpenter**	**Electrician/ Lineman (high voltage)**	**Millwright/ Technician**	**Plumber**	**Welder/ Fabricator**	**Manual labor**
Work Schedule	8am – 5pm	8am – 5pm	8am – 5pm	8am–5pm	8am – 5pm	8am – 5pm
Daily Basic Salary Rate (PHP)	**800**	**800**	**800**	**800**	**800**	**550**
Number of Days per month	3	3	3	3	3	3
a. Basic Pay/ Month						
b. Night Differential Premium Pay (Basic Pay x 10% x No. of hrs/ 8)						
c. 13th Month Pay						
d. 5 Days Service Incentive Leave (SIL)						
e. Separation Pay						
Sub-Total A						
a. SSS- Employer Share						

ON-CALL PERSONNEL						
PARTICULARS	**Carpenter**	**Electrician/ Lineman (high voltage)**	**Millwright/ Technician**	**Plumber**	**Welder/ Fabricator**	**Manual labor**
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	4
Number of Month/s	**12**	**12**	**12**	**12**	**12**	**12**

ON-CALL PERSONNEL						
PARTICULARS	**Carpenter**	**Electrician/ Lineman (high voltage)**	**Millwright/ Technician**	**Plumber**	**Welder/ Fabricator**	**Manual labor**
Maximum number of days for the contract period	**36**	**36**	**36**	**36**	**36**	**36**
TOTAL FOR ON-CALL PERSONNEL						

Note: This form is intended to establish the basis for computing the daily rate of ON-CALL personnel. The total compensation shall be determined by multiplying the approved daily rate by the actual number of days worked. The indicated number of days (36 days) cover the entire contract period and is not limited to a monthly allocation. Actual deployment may vary depending on operational requirements, provided that the total number of days rendered does not exceed the maximum number of days specified for the contract.

	BID AMOUNT
TOTAL FOR **REGULAR** PERSONNEL	
TOTAL FOR **ON-CALL** PERSONNEL	
GRAND TOTAL	

Name of Company: _____

Authorized Representative: _____

signature over printed name