

PHILIPPINE NATIONAL OIL COMPANY

PNOC Building VI, Energy Center Rizal Drive, BGC, Taguig City Tel. No.: 8789 - 7662

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

REQUEST FOR QUOTATION / PROPOSAL

The PHILIPPINE NATIONAL OIL COMPANY (PNOC) through its Bids and Awards Committee (BAC), invites all interested and PhilGEPS-registered suppliers / contractors / consultants to submit quotations / proposals for the following company requirements:

Date

: 27 August 2024

Project Title

: Enhancement of PNOC Energy Center

Landscape

Reference No.

2024-08-120

Total ABC

PhP 890,000.00

Submission Deadline

03 September 2024 / 9:00 AM

Accomplished **Price Quotation/Proposal and Compliance Form** together with below listed documentary requirements and information may be submitted via:

Electronic Mail;

Password-protected PDF copy to email address:

newprocurement@pnoc.com.ph

Or Physical Submission Sealed envelope to PNOC Procurement

Management Division at the above address

Documentary Requirements:

- Signed Price Quotation / Proposal and Compliance Form
- Mayor's/Business Permit
- PhilGEPS Registration Number
- Notarized Omnibus Sworn Statement Annex "A" (Unnotarized copy may be submitted prior to submission deadline, but the notarized one shall be submitted after the award or before the payment)
- Latest Income / Business Tax Returns

The PNOC reserves the right to accept or reject any or all quotations/proposals or parts thereof, to waive formality therein or to accept such or to award any that are considered most advantageous to the company.

For any clarification, you may contact the Procurement Management Division at (02) 8789-7662 or send email to newprocurement@pnoc.com.ph / rgvergara@pnoc.com.ph.

Thank you.

ATTY. JOSEPHINE CASSANDRA J. CUI

Chairperson

Bids and Awards Committee

DRS.PNOC.COM.PH PROCMD

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PRICE QUOTATION / PROPOSAL AND COMPLIANCE FORM

Enhancement of PNOC Energy Center Landscape

| LOT NO. | UOM | DESCRIPTION | QTY | BID AMOUNT (₱) |
|---|---|---|-----|----------------|
| 1 | lot | Enhancement of PNOC Energy Center Landscape | 1 | |
| TOTAL > > ₱ | | | | |
| Total amount of ABC: PhP 890,000.00 | | | | |
| Project Completion: Within Fifteen (15) Calendar Days upon receipt of Notice to | | of Notice to | | |
| Project | Project Location: PNOC Energy Center, Rizal Drive, BGC, Taguig City | | | |

Bill of Quantities

| AREA | MATERIAL DESCRIPTION | QTY | иом | UNIT COST | TOTAL COST |
|------|---|-----|-----|--------------|---------------|
| | Design & work execution | | | | |
| 1 | Main entrance (right side corner plant strip) *see SDP for location | 10 | sqm | | |
| 2 | Left side of the laboratory (triangular garden and plant strip) *see SDP for location | 30 | sqm | | |
| 3 | Rear and left side of the gym (plant strip and island) *see SDP for location | 45 | sqm | | |
| 4 | Plant strip in front of building 1 *see SDP for location | 50 | sqm | | |
| 5 | Plant strip in front of building 6 and parking area *see SDP for location | 54 | sqm | | |
| 6 | Garden at building 5 and rotunda *see SDP for location | 90 | sqm | | |
| 7 | Parking islands (parking area 12 and 13) *see SDP for location | 115 | sqm | | |
| 8 | Power house area *see SDP for location | 60 | sqm | | |
| 9 | Plant strip and pots in front of building 6 *see SDP for location | 15 | sqm | | |
| | Total area | 469 | sqm | | |
| | Labors Manpower | 1 | lot | | |
| | PROJECT COST | | | | |
| | Value Added Tax | 1 | lot | | |
| | Vat (12% of the project Cost) | | | | |
| | GRAND TOTAL in PHP (Inclusive of 12% Tax) | | | | |

TERMS OF REFERENCE / TECHNICAL SPECIFICATIONS

I. SCOPE OF WORK

The contractor shall supply all required design, labor, tools, materials, equipment, and necessary supervision and technical expertise to execute and complete the Enhancement of the PNOC Energy Center Landscape and provide after care training for the PNOC gardener.

- 1. Print out of Landscaping perspectives.
- 2. Mobilization;
- 3. Uprooting of the existing/old plants and undesired weeds.
- 4. Cleaning of the area by removing rubbish and debris.
- 5. Perform ground preparation and filling-up garden soil.
- 6. Supply and installation of various garden plants, boulders and rubbles as proposed design.
- 7. Conduct of post procedure and gardening to ensure 100% survival of installed plants.
- 8. Conduct orientation and training to PNOC Gardeners regarding maintenance of plants and grass.
- 9. Proper transport and disposal of debris material out of the PNOC Energy Center premises.

II. LABOR REQUIREMENTS

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

| Key Personnel | General Experience |
|------------------|--|
| Landscape Artist | Minimum 3 years professional experience as a |
| | Landscape Artist |

The contractor's Landscape Artist must always be present on site whenever work is being performed.

III. EQUIPMENT REQUIREMENTS

Safety Equipment – Personal Protective Equipment (PPE) for a safe and stable work environment for specific work.

IV. GENERAL REQUIREMENTS

a. Workmanship

All operations/ undertakings required in any and all parts of the scope of work specifications shall be undertaken in an orderly, workmanlike manner. Only qualified and skilled personnel with sufficient experience in similar operations nominated by the Contractor shall be allowed to undertake the same.

b. Inspection of Site

The Proposal is deemed to have been based on current date, including physical conditions at the site. The Service Provider acknowledges and warrants that it has inspected and examined the site and their surroundings,

and has satisfied itself by submitting its Proposal as to the requirements of the work and materials necessary for the completion of the works, the means of access to the site, the accommodation it may require and that it has obtained for itself, all necessary information as to risks, contingencies and other circumstances which may have influenced or affects it Proposal. No increase in cost of extension of time will be considered for failure to familiarize, inspect and examine the site condition.

c. Criteria for Evaluation

The criteria for evaluation are outlined as follows:

Design (40%): This criterion assesses the design approach employed in clustering the plants.

Type of Plant (30%): This criterion evaluates the selection and suitability of the plant species used.

Cost (30%): This criterion considers the pricing of the plants.

The total evaluation is based on a cumulative score of 100%.

V. DRAWINGS

The contractor should refer to the PNOC As- built Site Development plan for the location of the landscape areas.

VI. PROJECT EXECUTION REQUIREMENTS

A. Methodology Requirements

- 1. Submission of Gantt chart for determination of activities and timelines & per area landscape perspectives.
- 2. Mobilization
 - a. The Contractor shall validate and check any conditions on-site which may have an effect on the work and shall immediately notify PNOC commencing the works.
 - b. The Contractor shall provide safety signage/ early warning signs visible at the jobsite as required for the proper execution of the work. Safety precautions shall at all times be observed.
 - c. All temporary services and facilities installed by the Contractor shall be removed by the Contractor on completion of this Contract. The Contractor shall restore any damage, alteration, caused by such removal and during the project implementation.
- 3. Uprooting of the existing/old plants and undesired weeds.
- 4. Cleaning of the area by removing rubbish and debris.
- 5. Perform ground preparation and filling-up garden soil.
- 6. Installation of various garden plants, boulders and rubbles as proposed by the Landscape Contractor.
- 7. Conduct of post procedure and gardening to ensure 100% survival of installed plants.

- 8. Conduct orientation and training to PNOC Gardeners regarding maintenance of plants and grass.
- 9. Proper transport and disposal of debris material out of the PNOC Energy Center premises.

ADDITIONAL REQUIREMENTS:

A. General Conditions

- 1. The Contractor must do inspection and actual measurements on all areas to be done by the scope of works prior to submission of bid to arrive to an estimate of the labor, materials, equipment, facilities and services necessary to carry out the work. The absence of a site inspection shall be grounds for disqualification of bids in evaluation.
- 2. The Contractor shall commence the work on the agreed Start Date and shall carry out the work in accordance with the program of work submitted by the CONTRACTOR, as updated, with the approval of the PNOC Admin-GSD representative and complete the project by the completion date as indicated in the TOR.
- 3. The Contractor must comply with all standard health and safety requirements to include, among others, the use of personal protective equipment by all workers, installation of safety signage, proper ID and observe company rules and regulations on safety and security.
- 4. The work shall be executed in the best and thorough manner throughout the project timeline and to the satisfaction of PNOC-Admin GSD, as represented by its engineers and supervisors who will jointly interpret the meaning of the scope of work and its conditions and shall have the power to reject any work, method of accomplishing every part of work and material used which in their judgement are not in full accordance with the specifications and/or description as provided in the scope of work and are deemed to be disadvantageous to PNOC.
- 5. A joint inspection must be conducted by the Contractor and PNOC Representatives on the specific works to be done for the project.
- 6. The contractor is required to provide an after care training schedule for the PNOC Gardeners after the project is completed.
- 7. The contractor must conduct proper planning and safety orientation meetings with all personnel involved in the work prior to commencement.
- 8. The contractor is required to coordinate all activities and work relative to the project with the PNOC representative for proper monitoring and coordination.
- 9. The contractor shall be liable for all accident claims and other related claims arising from injuries and damages, which may occur in relation to the execution of the project.
- 10. The contractor shall hold PNOC and its personnel free from any and all liabilities for damages arising from injuries or liabilities to persons or damages to property occasioned by any act or omissions of the contractor including any and all expenses which may be incurred by PNOC and its personnel in the defense of any claim, action or suit.
- 11. The cost of any and all rework and/or restoration of damaged properties due to the Contractor's poor workmanship or negligence shall be borne by the contractor.
- 12. The Contractor shall be liable for all direct and consequential damages arising out of any failure to perform the work in accordance with the schedule and with terms and conditions of the contract documents.

B. Site Possession

- The CONTRACTOR confirms that he has inspected the site where the work will be performed; that he is fully aware of the conditions which might affect the nature, extent, and cost of the work required; that PNOC shall in no way be responsible for any costs or expenses which may be incurred on account of the failure of the CONTRACTOR to make an accurate examination of present and/or assessment of future factors that may affect the cost of execution.
- 2. Tapping of equipment and other related work shall be properly coordinated with PNOC Energy Center-Admin GSD designated representative for provision of electrical power source for outlets.
- 3. The GSD shall designate a specific area to be used by the CONTRACTOR as temporary facilities/storage area/ administration are in connection with the project.

VII. PROJECT DURATION

Work should be completed within fifteen days (15) calendar days reckoned from the date of receipt of the Notice to Proceed.

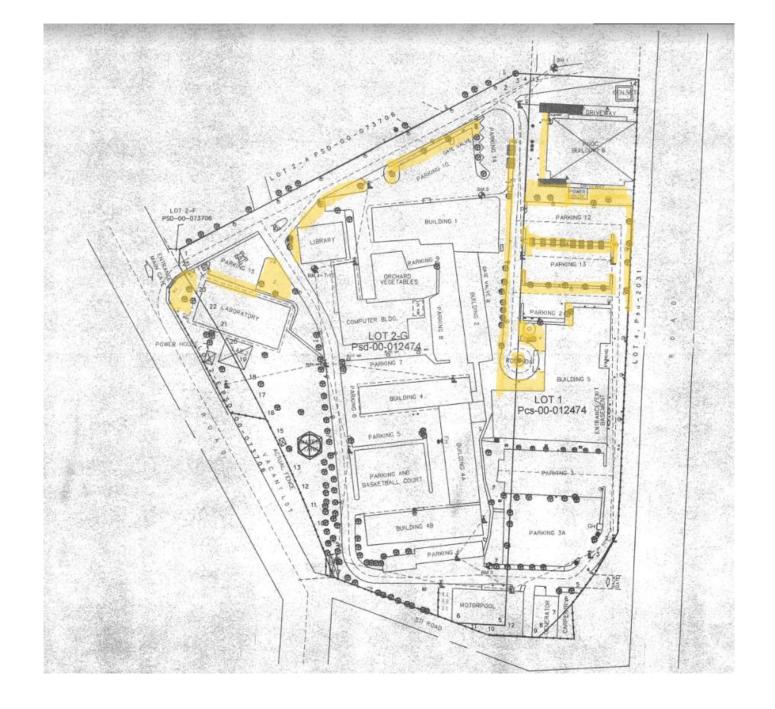
NOTE: Delays due to work stoppage (related to contractor's noncompliance to Safety, Health, Security, and Environmental policies of PNOC-Admin GSD) ordered by PNOC-Admin GSD will still be counted to the original contract duration; i.e. no suspension of time shall be granted to the contractor.

VIII. WARRANTY PROVISIONS

To warrant the full growth of the plants as prescribed under this Terms of Reference (TOR), the Service Provider shall perform after-care maintenance for the plants for one (1) month and provide after-care training for the PNOC Gardeners from the date of completion of the work project.

IX. DEFINITION OF SIMILAR PROJECTS

The contractor must have completed a minimum of one (1) project in landscaping worth at least 50% of the ABC.



TERMS AND CONDITIONS

- 1. Payment Terms: Government Terms full payment upon completion of delivery/implementation, or subject to the conditions specified in the Scope of Works/Activities or Terms of Reference.
- 2. All entries shall be typed or written in a clear legible manner.
- 3. Bidder shall offer one (1) bid only. Alternative bids shall be rejected.
- 4. All prices offered herein are valid, binding and effective for THIRTY (30) calendar days upon issuance of this document.
- 5. As a general rule, price quotations to be denominated in Philippine Peso shall include all taxes, duties and/or levies payable.
- 6. In case of tie quotations, tie breaking shall be on draw lots or toss coin.
- 7. In case supplier pro forma quotation is submitted, conditions will be governed by the submitted signed Terms of Reference / Technical Specifications Sheet.

- 8. During evaluation of quotation/proposal, the project proponent may require additional documents to verify, validate and ascertain the compliance of the supplier/contractor or consultant.
- 9. Liquidated damages shall be imposed pursuant to Section 68 of the Revised IRR of RA 9184.

We undertake, if our Proposal is accepted, to supply/deliver the goods/services in accordance with the specifications and/or delivery schedule.

We agree to abide by this quotation/proposal for a period of thirty (30) calendar days, which is the price's validity period and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We acknowledge that failure to password-protect/seal our proposal/quotation or submitting it late will result in automatic disqualification.

Until a Contract or a Purchase Order is executed, this Quotation/Proposal shall be binding upon us. We understand that you are not bound to accept the lowest or any Proposal you may receive.

| Signature over Printed Name | : |
|------------------------------|---|
| Designation / Position | : |
| Name of Organization | : |
| Address | : |
| | |
| Telephone/Mobile No. | : |
| Email Address | : |
| TIN | : |
| PhilGEPS Registration Number | : |
| | |

OMNIBUS SWORN STATEMENT

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

AFFIDAVIT

- I, [Name of Affiant], of legal age, [Civil Status], [Nationality], and residing at [Address of Affiant], after having been duly sworn in accordance with law, do hereby depose and state that:
- 1. [Select one, delete the other:]

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

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

2. [Select one, delete the other:]

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

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

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

6. [Select one, delete the rest:]

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

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

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

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

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

| IN WITNESS WHEREOF , I | have hereunto set my hand this_ | day of |
|-------------------------------|---------------------------------|----------------|
| , 2024 at | | , Philippines. |

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

| SUBSCRIBED AND SWORN to befor [year]at[place of execution], Philippines. Aff and was/were identified by me through com defined in the 2004 Rules on Notarial Practic exhibited to me his/her [insert type of gover with his/her photograph and signature appears issued on at | iant/s is/are personally known to me petent evidence of identity as se (A.M. No. 02-8-13-SC). Affiant/s snment identification card used], |
|--|--|
| Witness my hand and seal this da | y of [month] [year]. |
| Serial No. Notary Pu Roll of Att PTR No. | F NOTARY PUBLIC of Commission blic for until orneys No [date issued], [place issued] [date issued], [place issued] |
| Doc. No Page No Book No Series of | |

INSTRUCTIONS AND PROCEDURES FOR ONLINE SUBMISSION OF QUOTATIONS/PROPOSALS FOR SMALL-VALUE PROCUREMENT

 Interested bidders must submit proposal/quotation in a single file password-protected portable document (PDF) format via email address newprocurement@pnoc.com.ph without giving the password yet.

File format should be:

RFQREFERENCENO_NAME OF THE COMPANY_passwordprotected.pdf Example: RFQ202401001_XYZCompany_passwordprotected.pdf

Note: RFQ Reference Number is located at the front page of the request for quotation.

Proposal/quotation must be in a single PDF file only and must not exceed 25 MB.

- 2. Bidders will be immediately notified via email of the receipt of the proposal/quotation.
- 3. Proposal/quotation not password-protected and/or submitted late based on system timestamp will be automatically disqualified.
- 4. A bid opening will take place immediately after the deadline through video conferencing. The meeting link will be sent to participating bidders.
- 5. For proposal/quotation submitted online, the bidder shall provide the password of the file password when requested via the chat box or call/SMS during the bid opening.
- 6. Upon opening, the BAC shall verify the presence or absence of the specified requirements in the quotation/proposal. All eligible quotations/proposals will undergo further evaluation.
- 7. The award of contract shall be made to the Lowest Calculated Responsive Quotation or Highest Rated Responsive Bid, which complies with the minimum technical specifications and other terms and conditions. The result will be posted on the website and the official social media sites of PNOC.