



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

PHILIPPINE BIDDING DOCUMENTS

Repair of Jetty Structures

Invitation to Bid No. 2025-EPA-014

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

Section I. Invitation to Bid



PHILIPPINE NATIONAL OIL COMPANY

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

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

INVITATION TO BID

Repair of Jetty Structures

Invitation to Bid No. 2025-EPA-014

1. The *Philippine National Oil Company*, through the *2025 National Expenditure Program for Early Procurement Activities* intends to apply the sum of **Twenty Million Pesos (PhP 20,000,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for **Repair of Jetty Structures**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
2. The *Philippine National Oil Company*, now invites bids for the above Procurement Project. Completion of the Works is required within two hundred fifty (250) calendar days. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
4. Interested bidders may obtain further information from *Philippine National Oil Company*, and inspect the Bidding Documents at the address given below during **working hours from 8:00 AM to 5:00 PM**.
5. A complete set of Bidding Documents may be acquired by interested bidders starting **December 5, 2024** from given address and website/s below *and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Twenty Thousand Pesos (PhP 20,000.00)*. The Procuring Entity shall allow the bidder to present its proof of payment for the fees in person, by facsimile, or through electronic means.
6. The *Philippine National Oil Company*, will hold a Pre-Bid Conference on **December 12, 2024 (9:00 AM)** at the PNOC Bldg. 6, Energy Center, Rizal Drive, Bonifacio Global City, Taguig City or through videoconferencing which shall be open to prospective bidders.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below, on or before **January 9, 2025 (10:00 AM)**. Late bids shall not be accepted.

8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 15.
9. Bid opening shall be on **January 9, 2025 (10:30 AM)** at the given address below and through video-conferencing. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The *Philippine National Oil Company*, reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

The Secretariat

Bids and Awards Committee

Philippine National Oil Company

G/F PNOC Bldg. 6, Energy Center, Rizal Drive,
Bonifacio Global City, Taguig City

Tel. Nos.: 8789 – 7605

Fax Nos.: 8812 – 6041

Email: rgvergara@pnoc.com.ph / procurement@pnoc.com.ph

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

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

ATTY. JOSEPHINE CASSANDRA J. CUI

Chairperson
Bids and Awards Committee



Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, *Philippine National Oil Company* invites Bids for the *Repair of Jetty Structures*, with Project Identification Number *2025-EPA-014*.

The Procurement Project (referred to herein as "Project") is for the construction of Works, as described in Section VI (Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *2025 National Expenditure Program* in the amount of *Twenty Million Pesos (PhP 20,000,000.00)*.

2.2. The source of funding is:

- a. GOCC and GFIs, the Corporate Operating Budget.

3. Bidding Requirements

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

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

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

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

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

5. Eligible Bidders

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

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

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

6. Origin of Associated Goods

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

7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than fifty percent (50%) of the Project.
 - a. Subcontracting is not allowed.

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents Comprising the Bid: Eligibility and Technical Components

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

11. Documents Comprising the Bid: Financial Component

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

12. Alternative Bids

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

13. Bid Prices

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

14. Bid and Payment Currencies

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

14.2. *Payment of the contract price shall be made in:*

- a. Philippine Pesos.

15. Bid Security

15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

15.2. The Bid and bid security shall be valid until **one hundred twenty (120) calendar days from deadline of submission**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

16. Sealing and Marking of Bids

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

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

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

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

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

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

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 16 shall be submitted for each contract (lot) separately.

19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

20. Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Notes on the Bid Data Sheet (BDS)

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

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

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

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

Bid Data Sheet

| ITB Clause | | | | | | | | | |
|---|--|---------------|------------|---|---|---|--|--|---|
| 5.2 | <p>For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be:</p> <p>The contractor must have completed a project in the construction/rehabilitation/retrofitting of the jetty, ports, and/or harbor.</p> | | | | | | | | |
| 7.1 | <i>Subcontracting is not allowed.</i> | | | | | | | | |
| 10.3 | PCAB License under General Engineering (GE-E) with at least Category A Classification. | | | | | | | | |
| 10.4 | <p>The key personnel must meet the required minimum years of experience set below:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Key Personnel</th> <th style="text-align: center;">Experience</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;"> <p>Project Manager</p> <p>A licensed Civil Engineer with construction experience as Project Manager in Port Development, and Engineering Infrastructure</p> </td> <td style="vertical-align: top;"> <p>- Minimum of 15 years work experience in general construction.</p> <p>5 years minimum experience in a similar or related project</p> </td> </tr> <tr> <td style="text-align: center;"> <p>Site Engineer</p> <p>Licensed Civil/Structural Engineer with construction experience as a Project Engineer in Port Development, and Engineering Infrastructure</p> </td> <td style="vertical-align: top;"> <p>- Minimum 10 years work experience in general construction or related projects.</p> <p>5 years minimum experience in a similar or related project</p> </td> </tr> <tr> <td style="text-align: center;"> <p>Material/Quality Control Engineer</p> <p>DPWH Accredited Material Engineer II</p> </td> <td style="vertical-align: top;"> <p>- Minimum 2 years work experience in general construction</p> <p>Satisfactorily completed at least 1 related offshore project.</p> </td> </tr> </tbody> </table> | Key Personnel | Experience | <p>Project Manager</p> <p>A licensed Civil Engineer with construction experience as Project Manager in Port Development, and Engineering Infrastructure</p> | <p>- Minimum of 15 years work experience in general construction.</p> <p>5 years minimum experience in a similar or related project</p> | <p>Site Engineer</p> <p>Licensed Civil/Structural Engineer with construction experience as a Project Engineer in Port Development, and Engineering Infrastructure</p> | <p>- Minimum 10 years work experience in general construction or related projects.</p> <p>5 years minimum experience in a similar or related project</p> | <p>Material/Quality Control Engineer</p> <p>DPWH Accredited Material Engineer II</p> | <p>- Minimum 2 years work experience in general construction</p> <p>Satisfactorily completed at least 1 related offshore project.</p> |
| Key Personnel | Experience | | | | | | | | |
| <p>Project Manager</p> <p>A licensed Civil Engineer with construction experience as Project Manager in Port Development, and Engineering Infrastructure</p> | <p>- Minimum of 15 years work experience in general construction.</p> <p>5 years minimum experience in a similar or related project</p> | | | | | | | | |
| <p>Site Engineer</p> <p>Licensed Civil/Structural Engineer with construction experience as a Project Engineer in Port Development, and Engineering Infrastructure</p> | <p>- Minimum 10 years work experience in general construction or related projects.</p> <p>5 years minimum experience in a similar or related project</p> | | | | | | | | |
| <p>Material/Quality Control Engineer</p> <p>DPWH Accredited Material Engineer II</p> | <p>- Minimum 2 years work experience in general construction</p> <p>Satisfactorily completed at least 1 related offshore project.</p> | | | | | | | | |

| | <p>Construction Safety and Health Officer</p> <p>Licensed Safety Practitioner With SO2/ SO3/ SO4 per requirement on RA11058/ DOLE Department Order 198- 18</p> | <ul style="list-style-type: none"> - Minimum 10 years work experience in general construction or related projects. <p>5 years minimum experience in a similar or related project</p> | | | | | | | | | | | | | |
|--|--|---|--|-----------|----------|--------------|------------------|-----------------|---|--|----------|----|--------------------|-------------------|---|
| | <p>Foreman</p> <p>NC II Certified Foreman</p> | <ul style="list-style-type: none"> - Minimum 5 years work experience in general construction <p>Satisfactorily completed at least 2 related offshore projects.</p> | | | | | | | | | | | | | |
| | <p>Welder</p> <p>TESDA Certified Underwater Welder (Submerged Arc Welding)</p> | <ul style="list-style-type: none"> - Minimum 2 years work experience in general construction <p>Satisfactorily completed at least 1 related offshore project.</p> | | | | | | | | | | | | | |
| | <p>Diver</p> <p>Philippine Association of Diving Instructor (PADI) Certified</p> | <ul style="list-style-type: none"> - Minimum 2 years of work experience diver <p>Satisfactorily completed at least 1 related offshore project.</p> | | | | | | | | | | | | | |
| | <p>Skilled Worker</p> <p>NC II Certified Steelman / Mason / Scaffolder</p> | <ul style="list-style-type: none"> - Minimum 2 years of work experience in general construction Satisfactorily completed at least 1 related offshore project. | | | | | | | | | | | | | |
| 10.5 | <table border="1"> <thead> <tr> <th>Equipment</th> <th>Capacity</th> <th>No. of Units</th> </tr> </thead> <tbody> <tr> <td>Diesel Generator</td> <td>At least 10 kVA</td> <td>1</td> </tr> <tr> <td>Diving Tools (Scuba Tank, Scuba Dive Equipment, Diving Compressor)</td> <td>Full set</td> <td>10</td> </tr> <tr> <td>Underwater Welding</td> <td>At least 20 - 135</td> <td>2</td> </tr> </tbody> </table> | | | Equipment | Capacity | No. of Units | Diesel Generator | At least 10 kVA | 1 | Diving Tools (Scuba Tank, Scuba Dive Equipment, Diving Compressor) | Full set | 10 | Underwater Welding | At least 20 - 135 | 2 |
| Equipment | Capacity | No. of Units | | | | | | | | | | | | | |
| Diesel Generator | At least 10 kVA | 1 | | | | | | | | | | | | | |
| Diving Tools (Scuba Tank, Scuba Dive Equipment, Diving Compressor) | Full set | 10 | | | | | | | | | | | | | |
| Underwater Welding | At least 20 - 135 | 2 | | | | | | | | | | | | | |

| | | | |
|------|---|---|---|
| | Equipment | Amp | |
| | Chipping Hammer | At least 1000 watts | 4 |
| | Pump Crete | At least 70 cubic meter/hour | 1 |
| | Concrete Mixer Truck | At least 16 cubic meter | 1 |
| | Concrete Vibrator (Diesel or Electric) | At least 2 HP | 2 |
| | Service Boat | Length: 20 ft max Capacity: 340 kg-force | 1 |
| 12 | <i>Alternative bids shall not be accepted.</i> | | |
| 15.1 | <p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <p>a. The amount of not less than PhP 400,000.00 [two percent (2%) of ABC], if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</p> <p>b. The amount of not less than PhP 1,000,000.00 [five percent (5%) of ABC] if bid security is in Surety Bond.</p> | | |
| 19.2 | Partial bid is not allowed. | | |
| 20 | <i>No additional requirement</i> | | |
| 21 | Additional contract documents relevant to the Project that <i>may be required</i> by existing laws and/or the Procuring Entity, such as construction schedule and S-curve, manpower schedule, construction methods, equipment utilization schedule, construction safety and health program approved by the DOLE, and other acceptable tools of project scheduling. | | |

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Contractor, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. **Scope of Contract**

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

2. **Sectional Completion of Works**

If sectional completion is specified in the **Special Conditions of Contract (SCC)**, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date shall apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

3. **Possession of Site**

4.1. The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the **SCC**, which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.

4.2. If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under Annex "E" of the 2016 revised IRR of RA No. 9184.

4. **The Contractor's Obligations**

The Contractor shall employ the key personnel named in the Schedule of Key Personnel indicating their designation, in accordance with **ITB** Clause 10.3 and specified in the **BDS**, to carry out the supervision of the Works.

The Procuring Entity will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are equal to or better than those of the personnel listed in the Schedule.

5. Performance Security

- 5.1. Within ten (10) calendar days from receipt of the Notice of Award from the Procuring Entity but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR.
- 5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

6. Site Investigation Reports

The Contractor, in preparing the Bid, shall rely on any Site Investigation Reports referred to in the **SCC** supplemented by any information obtained by the Contractor.

7. Warranty

- 7.1. In case the Contractor fails to undertake the repair works under Section 62.2.2 of the 2016 revised IRR, the Procuring Entity shall forfeit its performance security, subject its property(ies) to attachment or garnishment proceedings, and perpetually disqualify it from participating in any public bidding. All payables of the GOP in his favor shall be offset to recover the costs.
- 7.2. The warranty against Structural Defects/Failures, except that occasioned-on force majeure, shall cover the period from the date of issuance of the Certificate of Final Acceptance by the Procuring Entity. Specific duration of the warranty is found in the **SCC**.

8. Liability of the Contractor

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

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

9. Termination for Other Causes

Contract termination shall be initiated in case it is determined *prima facie* by the Procuring Entity that the Contractor has engaged, before, or during the implementation of the contract, in unlawful deeds and behaviors relative to contract acquisition and implementation, such as, but not limited to corrupt, fraudulent, collusive, coercive, and obstructive practices as stated in **ITB** Clause 4.

10. Dayworks

Subject to the guidelines on Variation Order in Annex "E" of the 2016 revised IRR of RA No. 9184, and if applicable as indicated in the **SCC**, the Dayworks rates in the Contractor's Bid shall be used for small additional amounts of work only when the Procuring Entity's Representative has given written instructions in advance for additional work to be paid for in that way.

11. Program of Work

- 11.1. The Contractor shall submit to the Procuring Entity's Representative for approval the said Program of Work showing the general methods, arrangements, order, and timing for all the activities in the Works. The submissions of the Program of Work are indicated in the **SCC**.
- 11.2. The Contractor shall submit to the Procuring Entity's Representative for approval an updated Program of Work at intervals no longer than the period stated in the **SCC**. If the Contractor does not submit an updated Program of Work within this period, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program of Work has been submitted.

12. Instructions, Inspections and Audits

The Contractor shall permit the GOP or the Procuring Entity to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by auditors of the GOP or the Procuring Entity, as may be required.

13. Advance Payment

The Procuring Entity shall, upon a written request of the Contractor which shall be submitted as a Contract document, make an advance payment to the Contractor in an amount not exceeding fifteen percent (15%) of the total contract price, to be made in lump sum, or at the most two installments according to a schedule specified in the **SCC**, subject to the requirements in Annex "E" of the 2016 revised IRR of RA No. 9184.

14. Progress Payments

The Contractor may submit a request for payment for Work accomplished. Such requests for payment shall be verified and certified by the Procuring Entity's Representative/Project Engineer. Except as otherwise stipulated in the **SCC**, materials and equipment delivered on the site but not completely put in place shall not be included for payment.

15. Operating and Maintenance Manuals

- 15.1. If required, the Contractor will provide "as built" Drawings and/or operating and maintenance manuals as specified in the **SCC**.
- 15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity's Representative's approval, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from payments due to the Contractor.

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Works procured. In preparing this Section, the following aspects should be checked:

- a. Information that complements provisions of the GCC must be incorporated.
- b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

| GCC Clause | |
|------------|---|
| 2 | No further instruction |
| 4.1 | No further instruction |
| 6 | The site investigation reports are: Kindly refer to the Scope of Work/Technical Specifications. |
| 7.2 | <ol style="list-style-type: none"> 1. The warranty period shall be five (5) years from the date of issuance of the Certificate of Final Acceptance for the scope of work involving the retrofitting of steel piles and repair of pile caps. During the warranty period, the Contractor shall be responsible for reimbursing the procuring entity for necessary restoration or reconstruction works brought about by structural defects or structural failures occurring due to improper performance of work, use of inferior quality/substandard materials, and any violation of the contract plans and specifications. 2. The warranty for the defect's liability shall be one (1) year. The contractor shall under take the repair works, at his own expenses of any damage to the infrastructure on account of use of materials of inferior quality, within ninety (90) days from the issuance of an order to undertake repair. 3. The warranty period shall be one (1) year for fenders and their accessories reckoned upon issuance of the Certificate of Final Acceptance. <p style="text-align: center;"><i>Note: During the warranty period. The contractor is still required to post a warranty security to be retained for one year after final acceptance to cover expenses incurred but even after the lapse of the one-year period, their warranty shall continue for the next 4 years, without the warranty security.)</i></p> |
| 10 | No dayworks are applicable to the contract. |
| 11.1 | The Contractor shall submit the Program of Work to the Procuring Entity's Representative within fifteen (15) calendar days from delivery of the Notice of Award. |
| 11.2 | The amount to be withheld for late submission of an updated Program of Work is Two Thousand Pesos (PhP 2,000.00) per day of delay. |
| 13 | The amount of the advance payment shall not exceed 15% of the contract amount. |
| 14 | Materials and equipment delivered on the site but not completely put in place shall not be included for payment. |

| | |
|------|---|
| 15.1 | <p>The date by which operating and maintenance manuals are required is ten (10) calendar days upon acceptance of Punch List.</p> <p>The date by which "as built" drawings are required within fifteen (15) calendar days upon acceptance of Punch List.</p> |
| 15.2 | <p>The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is Two Thousand Pesos (PhP 2,000.00).</p> |

Section VI. Specifications

I. SCOPE OF WORK

The contractor shall provide all essential labor, tools, materials, and equipment, as well as the requisite supervision and technical expertise for the rehabilitation of the existing Jetty Facility at the PNOG Industrial Park. The scope of services includes but not limited to the following:

Scope of works 1: Retrofitting of Piles

Part A: Retrofitting by concrete jacketing (101 piles)

1. Mobilization and setting-up of temporary facility
2. Conduct pile cleaning in all the existing steel piles that need to be retrofitted. (see attached plan).
3. Removal of existing fiber-reinforced polymer (FRP) on steel piles for retrofitting.
4. Remove existing anti-corrosion agents and clean from rust all existing steel members.
5. Enlargement of steel piles by incorporating a concrete mix, alongside the use of marine-grade and glass fiber-reinforced polymer (GFRP) as vertical bars. (see detail of concrete jacketing on attached plans)
6. After the curing process of reinforced concrete piles, apply petrolatum tape to the piles to prevent corrosion
7. Installation of New FRP.
8. Housekeeping and proper disposal of generated waste material.

Part B: Retrofitting by steel plate patching and replacement of new FRP (120 Piles)

1. Conduct pile cleaning in all the existing steel piles that need to be retrofitted. (see attached plan).
2. Removal of existing fiber-reinforced polymer (FRP) on steel piles for retrofitting.
3. Remove existing anti-corrosion agents and clean from rust all existing steel members.
4. Patch and repair damaged underwater piles using steel plates. (see detail on the attached plan).
5. Installation of new fiber-reinforced polymer (FRP)
6. Application of new anti-corrosion agent for all steel members.
7. Housekeeping and proper disposal of generated waste material.

Scope of works 2: Repair of pile caps 45 units (Line H-K) see attached key plan

1. Chipping and removal of loose concrete.
2. Cleaning/removal of loose rust.
3. Application of corrosion-resistant agents/coating on exposed rebar.
4. Application of concrete epoxy on pile cap with cracks
5. Application of epoxy putty on concrete spalling.
6. Housekeeping and proper disposal of generated waste material.

Scope of works 3: Replacement of new rubber leg fender

1. Supply, delivery, and installation of one (1) assembly of brand-new rubber leg fenders including their supports and accessories (see detail on material requirements).
2. Removed and recover existing fender and haul to PNOC staging area.
3. Set-up support to install new rubber fender.
4. Ensure correct alignment of the newly installed brand-new rubber leg fender.
5. Housekeeping and proper disposal of generated waste material.

II. LABOR REQUIREMENTS

1. The Contractor must have a minimum of two (3) years of work experience involving civil, structural, and electrical works, specifically involving construction and retrofitting projects for jetties or other related offshore projects.
2. The Contractor must assign a Project Manager and Site Engineer who will directly coordinate with the PNOC Park Management representative.
3. The Contractor must assign a Safety Officer who will ensure the safety of the workforce throughout the project duration.
4. The Site Engineer, Safety Officer, and Foreman must be present at the project site whenever work is being performed.
5. The minimum work experience requirements for key personnel of the contractor are the following:

| Key Personnel | Qualification | Experience |
|----------------------|---|---|
| Project Manager | A licensed Civil Engineer with construction experience as Project Manager in Port Development, and Engineering Infrastructure. | Minimum of 15 years work experience in general construction. 5 years minimum experience in a similar or related project |
| Site Engineer | Licensed Civil/Structural Engineer with construction experience as a Project Engineer in Port Development, and Engineering Infrastructure | Minimum 10 years work experience in general construction or related projects. 5 years minimum experience in a similar or related project |

| | | |
|--|---|--|
| Material/ Quality Control Engineer | DPWH Accredited Material Engineer II | - Minimum 2 years work experience in general construction Satisfactorily completed at least 1 related offshore project. |
| Construction Safety and Health Officer | Licensed Safety Practitioner With SO2/ SO3/ SO4 per requirement on RA11058/ DOLE Department Order 198- 18 | - Minimum 10 years work experience in general construction or related projects. 5 years minimum experience in a similar or related project |
| Foreman | NC II Certified Foreman | - Minimum 5 years work experience in general construction Satisfactorily completed at least 2 related offshore projects. |
| Welder | TESDA Certified Underwater Welder (Submerged Arc Welding) | - Minimum 2 years work experience in general construction Satisfactorily completed at least 1 related offshore project. |
| Diver | Philippine Association of Diving Instructor (PADI) Certified | - Minimum 2 years of work experience diver Satisfactorily completed at least 1 related offshore project. |

| | | |
|----------------|---|--|
| Skilled Worker | NC II Certified Steelman / Mason / Scaffolder | - Minimum 2 years of work experience in general construction Satisfactorily completed at least 1 related offshore project. |
|----------------|---|--|

III. MATERIAL REQUIREMENTS

Scope of works 1: Retrofitting of steel piles underwater

- a. 16 mm glass fiber reinforced polymer (GFRP) main bars
 - Minimum tensile modulus 50GPA
 - Modulus Elasticity – 2.2
- b. 10 mm glass fiber reinforced polymer (GFRP) dowel bars
 - Minimum tensile modulus 50GPA
 - Modulus Elasticity – 2.2
- c. Welding rods (E6010 or any alternative that is applicable to perform welding works)
- d. #16 Galvanized Iron tie wires
- e. Fiber reinforces polymer
 - Tensile Strength Kgf – (9min.,21max)
 - Basic weight(g/m²) – (360min., 540max)
- f. Ready mix concrete (27.58 mpa)
- g. Petrolatum tape
 - Breaking strength 200N/50mm
 - Breakdown Voltage (55%) -16kV min.
- h. Steel plate 8mm thick

Note: All materials should comply with the following standard;

- ASTM D7205
- ASTM D7957/D7957M-22 – for round glass fiber reinforce polymer
- ASTM A82 – Steel Wire, Plain, for Concrete Reinforcement
- ASTM A615 - Deformed and Plain Billet – Steel Bars for Concrete Reinforcement.
- ASTM A615, Grade 60 and 40 - Steel bars
- ASTM D4762 – For Fiber Reinforce Polymer
- ASTM C31 Making and Curing Concrete Test Specimens
- in the Field
- ASTM C33 Concrete Aggregates
- ASTM C39 Compressive Strength of Cylindrical Concrete Specimens
- ASTM C42 Obtaining and Testing Drilled Cores and Sawed Beams
- ASTM C94 Ready-mixed Concrete
- ASTM C143 Slump of Hydraulic-Cement Concrete
- ASTM C150 Portland Cement
- ASTM C347 Recommended Practice for Concrete

- Formwork, US Corps of Engineers CRD C-572
- ASTM C494 Chemical Admixtures for Concrete
- ASTM C805 Rebound Number of Hardened Concrete

Scope of works 2: Repair of pile caps

- Rust remover/converter*
- Anti-corrosion agents*
- Concrete epoxy putty*
- Concrete epoxy*
- Cement*
- Crushed sand*

Scope of works 3: Replacement of fender system

- 1 set of 800mmH x 1500mmL rubber fender body. Energy absorption is 471-kilo Newton-meter per pair, reaction force is 1200 KN at deflection 52.5%*
- 1 set ultra-high molecular weight polyethylene (HMW PE) pad*
- 6 sets full threaded bolt M36 SS316 pad fixing*
- Chemical bolt for marine application.*

IV. TOOLS/EQUIPMENT REQUIREMENTS

The minimum major Equipment requirements are the following:

| TOOLS | Capacity | Number of units |
|---|-------------------------------------|------------------------|
| Diesel generator | At least 10 Kilo-volt-amperes (kVA) | 1 |
| Diving Tools (Scuba tank, scuba diving equipment, compressor) | Full set | 10 |
| Underwater Welding Equipment | At least 20-135 AMP | 2 |
| Chipping hammer | At least 1000 watts | 4 |
| Pump Crete | At least 70 cubic meter/hour | 1 |
| Concrete Mixer Truck | At least 16 cubic meter | 1 |
| Concrete vibrator (diesel or electric) power | At least 2 horsepower | 2 |
| Service Boat | Length= 20 feet ; | 1 |

| | | |
|--|---|--|
| | maximum capacity = 340 kilogram-force | |
|--|---|--|

V. BILL OF QUANTITIES

Refer to Section VIII.

VI. PROJECT EXECUTION REQUIREMENTS

Scope of work 1: Retrofitting of steel piles underwater

1. Retrofitting preparation
 - Remove the existing FRP cover on steel piles.
 - Take off the rust, residual coatings, and any contaminants present on steel piles.
2. Reinforced Concrete Jacketing
 - Installation of 16 mm glass fiber reinforced polymer (GFRP) vertical bars.
 - Strictly observed the designed number of vertical bars needed to enlarge piles EIA & EIB in the general notes (see attached plan).
 - Installation/Welding of 10 mm glass fiber reinforced polymer (GFRP) dowel bars to the edge of steel piles.
 - Fabrication of 10 mm glass fiber reinforced polymer (GFRP) ties.
 - Installation of #16 G.I wires in tying the main bars, dowels, and column ties.
 - Installation of glass fiber sheet as column forms.
 - The desired concrete cover for pile enlargement must be observed as per the general notes (see attached plan).
 - All debris, dirt and water shall be removed from the forms. Forms, reinforcement steel, pipes, conduits, sleeves, anchors and other embedded items shall be inspected and approved by the Engineer before placing any concrete. The Contractor shall advise the Engineer of his readiness to proceed at least 12 hours before each placement of concrete.
 - The surfaces of previously placed concrete, such as vertical or horizontal construction joints, shall be roughened, cleaned of foreign matter and laitance, and saturated with water.
 - Ready mix concrete for concrete pouring.
 - Concrete shall not be placed in water or stay submerged within 24 hours after
 - placing, except for curing nor shall running water be permitted to flow over concrete surfaces within four days after the placing of concrete.
 - Where water-stop type construction joints are provided, the concrete shall be properly worked by rodding and vibrating around the water stops to produce watertight joints, before any

concrete is poured on the upper surfaces, particularly in the case of horizontal water stops in slabs

- Use a concrete vibrator during concrete pouring to avoid the presence of honeycombs. At least one vibrator shall be used for every eight cubic meters of concrete placed per hour. One spare vibrator in operating condition shall be available on the site.
- Desired days in stripping of forms and concrete curing must be followed.
- All exposed surfaces including finished surfaces shall be treated immediately after concrete has been poured, to provide continuous moist curing for at least 7 days. Walls and vertical surfaces may be covered with continuously saturated burlap or kept moist by other approved means. Horizontal surfaces, slabs, etc. shall be ponded to a depth of 15mm or kept continuously wet utilizing sprinklers or other approved methods
- Application of petrolatum tape on concrete piles to prevent corrosion.
 - Undercoat or prime the entire surface with the petrolatum paste,
uniformly at a covering capacity of 5.0 sq.m./kg. The paste will
serve as water displacing agent and corrosion inhibitor.
 - Spirally apply the petrolatum tape for areas under water ensuring a 50% overlap. The tape must have sufficient tension to expel water form between the metal surface and the tape.
 - The laps and entire tape surface must be pressed and smoothed with the hands in order to bind it firmly to the substrate and ensure a complete seal.
 - Note: The end lap of each roll shall overlap the end of the preceding roll by a minimum length of 200mm.
 - Areas of deep pitting must be treated with a liberal coating of the petrolatum paste to fill up any voids.
Note: If very deep pitting occurs, cut a patch of tape and press
○ firmly in the area after pasting.
 - Apply a liberal coat of petrolatum paste over the areas where there are weld scars and protrusions.
Note: After wrapping the pile with tape, examine the area where scars occur. If there is any "bridging" of the tape around the scars, cut with a sharp knife and press the tape down around the scar. Cut a patch of tape and apply over the area, rub down to amalgamate the compound
- Installation of new FRP on piles

Note:

BASIS OF ACCEPTANCE / REJECTION

- Final acceptance of all concrete will be based on satisfactory results of compressive strength tests.
- Strength tests representing each class of concrete must meet the following two requirements:
 - a. The average of any three consecutive strength tests shall be equal to, or greater than the specified strength.
 - b. No individual strength test shall be more than 15% below the specified strength.
- Except as provided below, acceptance criteria will be as outlined in ASTM C94 and ACI 318. Concrete which achieves the required compressive strength will be accepted as satisfactory for payment provided placement, finish and tolerance meet the specified requirements.
- Concrete with average strength deficient by not more than fifteen per cent (15%) of the required strength may be accepted, subject to cost reduction given in the following schedule:

| Per Cent (%) Deficiency In Average Strength | Per Cent (%) of Unit Price Reduction |
|--|--|
| <ul style="list-style-type: none">• Less than 3• 0 to less than 5• 5 to less than 10• 10 to 15• more than 15 | <ul style="list-style-type: none">• 0• 15• 30• 40• 100 |

3. Reinforcement using steel plate
 - Remove the existing FRP cover on steel piles.
 - Clean the pile to expose the damaged part.
 - Cut steel plate with required size based on damaged part.
 - Patching and welding steel plate on damaged pile (*refer to attached key plan for the detail of patching method*)
 - Apply anti-corrosion protection on piles
 - Application of petrolatum tape on concrete piles to prevent corrosion. (follow previous methodology on installation)
 - Installation of new FRP

Scope of work 2: Repair of pile caps

1. Concrete Spalling/Crack Repair

Method 1:

- Identify Spalled areas

- Chipping and remove loose concrete and chip till good concrete is reached.
- Prepare structural epoxy putty to spalled area, let epoxy putty cure
- Grind protruding epoxy putty flush to concrete surface.

Method 2:

- Identify cracks
- V-cut along cracks and drill ½ inch dia. Hole to a depth of approximately half the structure dimension.
- Clean and remove loose concrete and concrete powders.
- Install ¼ inch dia. Copper tubing into a drill holes.
- Apply structural epoxy 316 putty on V-cut and around peripheries of copper tubing, and allow the putty to cure.
- Pressure injects structural epoxy 316 thru the copper tubes to fill cracks and honeycombs
- Grind the protruding copper tubes and putty flush to concrete surface.

Scope of works 3: Supply, delivery, and installation of brand-new rubber leg fender

- i. *Set up and fix the A-frame at the platform area together with chain blocks and ropes.*
- ii. *Remove the existing bolt of the old fender*
- iii. *Recover the exiting rubber fender and transfer to the staging area*
- iv. *Core drilling for the installation of new bolts for the new fender.*
- v. *Install the brand-new fixing bolts and apply grouts.*
- vi. *Assemble one set of brand-new rubber leg fenders.*
- vii. *Carefully lower down and place the hole to the fixing bolts.*
- viii. *Retighten the connections of the leg fenders.*
- ix. *The contractor shall ensure that the newly installed rubber leg fenders are free from dents or damage and aligned with the existing rubber leg fenders. Otherwise, will form part of rectification works.*

VII. ADDITIONAL REQUIREMENTS

A. General Conditions

1. The contractor must inspect and examine the site and the surroundings of the proposed project to estimate the labor, materials, and equipment necessary to carry out the work.
2. A joint inspection must be conducted by the Contractor and PNOC Park Management Department Representatives on the specific works to be done for the project.

3. The contractor must secure the required surety, performance, and guarantee bonds before the commencement of work. In addition, warranty security must be posted by the Contractor for one year from the issuance of the certificate of final acceptance.
4. The contractor is required to submit the following items subject to the approval of the PNOC Park Management Department before commencing the Work:
 - a. Construction Methodology;
 - b. Inspection and Test Plan;
 - c. BOQ with Weighted Percentage;
 - d. Manpower Histogram;
 - e. Tools and Equipment Histogram;
 - f. Quality Control Plans;
 - g. Work Schedule and S-Curve; and
 - h. Construction Safety and Health Program.
5. The contractor shall secure the following requirements before the execution of works:
 - a. PNOC Industrial Park Work Permit; and
 - b. Safety and Health Orientations of all personnel by PIP HSSE Officer.
6. The contractor must conduct proper planning and safety orientation meetings with all personnel involved in the work before the start of the work.
7. The contractor is required to coordinate all activities and work relative to the project with the PNOC Park Management Department representative for proper monitoring and coordination.
8. The contractor shall commence work on the agreed Start Date and shall carry out the work following the program of work submitted by the CONTRACTOR, as approved by the PNOC Park Management Department representative, and complete the project by the completion date as indicated in the Scope of Work.
9. The Contractor shall comply with all the Safety and Health, Security, and Environmental policies and settle the corresponding penalty for non-compliance under the PIP Schedule of Penalties (on top of the penalty that DOLE imposes). The contractor shall be liable for all accident claims and other related claims arising from injuries and damages, which may occur concerning 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 must comply with RA 11058, DOLE DO 198-18, OSHS, and other requirements to include, among others, the use of personal protective equipment by all workers, installation of safety signage, proper ID; and PNOC Industrial Park's rules, regulations, and penalties on safety, security and environment.

13. The work shall be executed in the best and thorough manner throughout the project timeline to the satisfaction of PNOC, as represented by its engineers and supervisors who will jointly interpret the meaning of the scope of work and its conditions and shall have the authority to reject any work, method of accomplishing every part of work and material used which in their judgment are not fully following the specifications and/or description as provided in the scope of work and are deemed to be disadvantageous to PNOC.
14. The Contractor shall submit to the PNOC Industrial Park representative the Daily Accomplishment Report for construction monitoring purposes.
15. The PIP's operations shall be given priority on the phasing of works. The Contractor should therefore coordinate with the PIP representative regarding the scheduling and phasing of works so as not to interrupt the Park's operations during project implementation.
16. The Contractor is responsible for the performance of all tests and inspection required by this Standard Specification. However, the owner reserves the right to perform any or all prescribed tests and inspection where such is deemed necessary to ensure that delivered materials conform to the specifications, and shall be paid for by the Contractor. The Contractor shall furnish the owner certified copies of records showing that each material has been pre-tested, and complied with all applicable requirements of this Standard. The Contractor shall, at his own expense, replace all rejected materials for failure to comply with this Specification.
17. The Contractor shall be liable for all direct and consequential damages arising out of any failure to perform the work following the schedule and with the terms and conditions of the contract documents.
18. The Contractor must submit within thirty (30) calendar days upon acceptance of the punch list the following documents:
 - a. Inspection certificate (to be issued during site inspection)
 - b. As-built plan (signed and sealed by registered Engineer)
 - c. Product data and brochure (for the supplied materials and equipment)

B. Site Possession

1. The CONTRACTOR must confirm that he has inspected the site where the work will be performed; that he is fully aware of the conditions which might affect the nature, extent, and cost of the work required; that PNOC shall in no way be responsible for any costs or expenses which may be incurred on account of the failure of the CONTRACTOR to make an accurate examination of present and/or assessment of future factors that may affect the cost of execution.
2. The Park Management Department shall designate a specific area to be used by the CONTRACTOR as a temporary facilities/storage area/administration area in connection with the project. However, barracks/ sleeping quarters are prohibited inside the PIP premises.

3. The Contractor may tap with the existing electrical power supply and water supply of PIP as long as within the carrying capacity of the existing electrical equipment/ deep wells. The Contractor shall provide a kilowatt-hour sub-meter for monitoring electrical consumption during project execution. Coordination of equipment tapping and related tasks shall be appropriately managed in consultation with the PNOC Park Management representative to ensure the provision of adequate electrical power sources for the intended equipment usage.
4. The Contractor shall thoroughly review all issued documents pertinent to the project and verify all existing site conditions. No allowances will be made for alleged misunderstandings or misinterpretations regarding the specifications, materials, or scope of work.
5. All activities shall be diligently coordinated with the Park Management Department.
6. All activities especially on the platform area shall stop during vessel berthing.

C. Contract interpretation

- i. The contract documents, specifications, and drawings are mutually complimentary. In case of conflict, what is noted in one although not shown in another shall be considered contained in all. The specifications shall prevail over the drawings. The documents forming contract shall be interpreted in the following order of priority:
 - a. Contract Agreement/Construction Agreement
 - b. Letter of Acceptance
 - c. Contractor's Bid
 - d. Special Conditions of the Contract
 - e. Specifications
 - f. Drawings
 - g. Bill of Quantities
- ii. Any other documents listed in the Special Conditions of the Contracts shall be considered as forming part of the Contract. The Contractor shall examine all the issued documents relating to the work and must have verified all existing conditions at the site. No consideration will be given for any alleged misunderstanding or misinterpretation of the specifications and materials to be used or work to be done.
- iii. All works shall be properly coordinated with the PNOC Park Management Department.

D. Other Requirements

- i. Bidders must submit *Project Owner's Certificate of Final Acceptance issued by the Owner other than the Contractor or the Constructors Performance Evaluation System (CPES) Final Rating*

- of at least three (3) completed projects in the construction / rehabilitation / retrofitting of the jetty, ports, and / or harbor.
- ii. Bidders shall conduct actual site inspection. Inspection certificate to be issued by project proponent as part of post qualification requirements.
- iii. Bidders shall submit product data and brochure for the supplied materials and equipment.
- iv. The bidder must possess a PCAB license under General Engineering (GE-E), with at least a Category A classification.

VIII. PROJECT DURATION

1. Work should be completed within Two Hundred Fifty (250) calendar days reckoned from the date of receipt of the Notice to Proceed.
2. Work should start from 8:00 AM – 5:00 PM on weekdays and weekends including holidays.

NOTE: Delays due to work stoppage ordered by PNOG shall not be counted against the set completion date.

IX. WARRANTY

- i. The warranty period shall be five (5) years from the date of issuance of the Certificate of Final Acceptance for the scope of work involving the retrofitting of steel piles and repair of pile caps. During the warranty period, the Contractor shall be responsible for reimbursing the procuring entity for necessary restoration or reconstruction works brought about by structural defects or structural failures occurring due to improper performance of work, use of inferior quality/substandard materials, and any violation of the contract plans and specifications.
- ii. The warranty for the defect's liability shall be one (1) year. The contractor shall under take the repair works, at his own expenses of any damage to the infrastructure on account of use of materials of inferior quality, within ninety (90) days from the issuance of an order to undertake repair.
- iii. The warranty period shall be one (1) year for fenders and their accessories reckoned upon issuance of the Certificate of Final Acceptance.

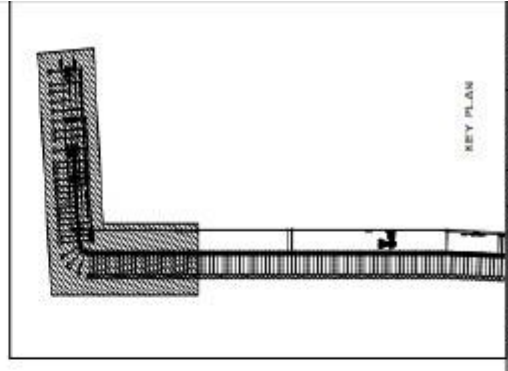
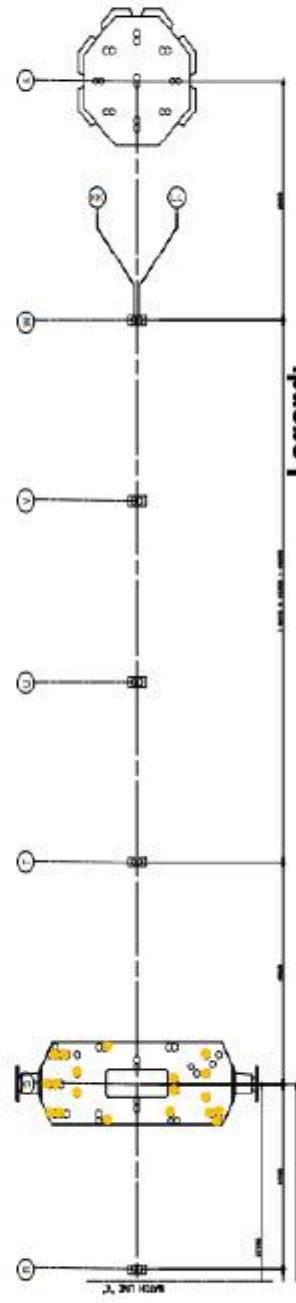
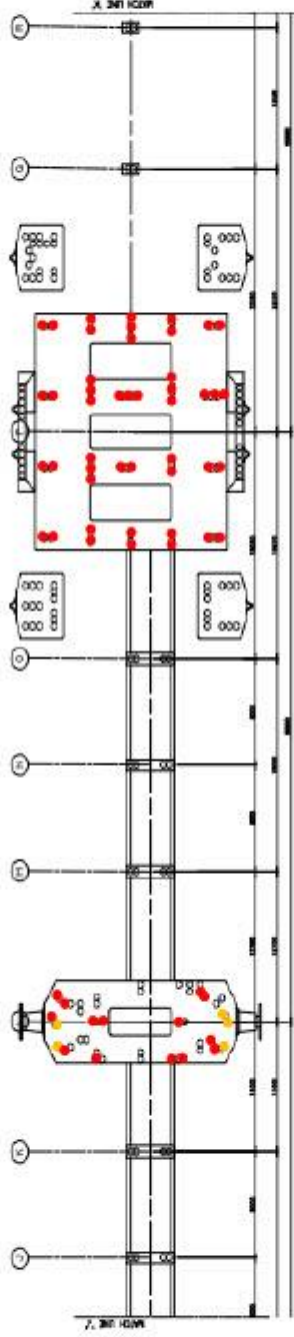
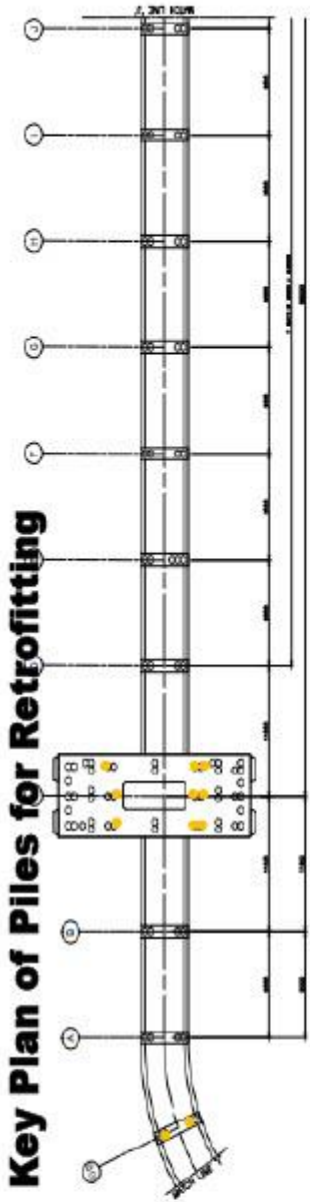
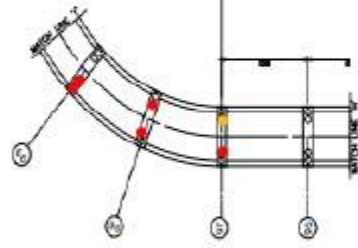
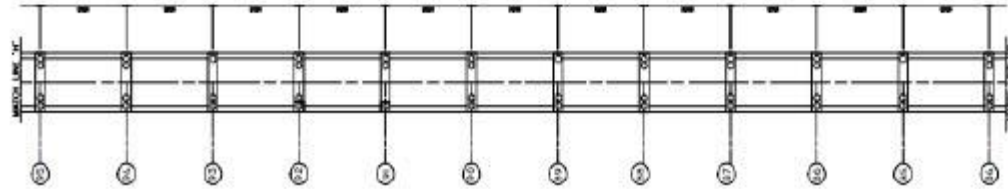
Note: During the warranty period. The contractor is still required to post a warranty security to be retained for one year after final acceptance to cover expenses incurred but even after the lapse of the one-year period, their warranty shall continue for the next 4 years, without the warranty security.)

X. DEFINITION OF SIMILAR PROJECT

The contractor must have completed a project in the construction/rehabilitation/retrofitting of the jetty, ports, and/or harbor.

Section VII. Drawings

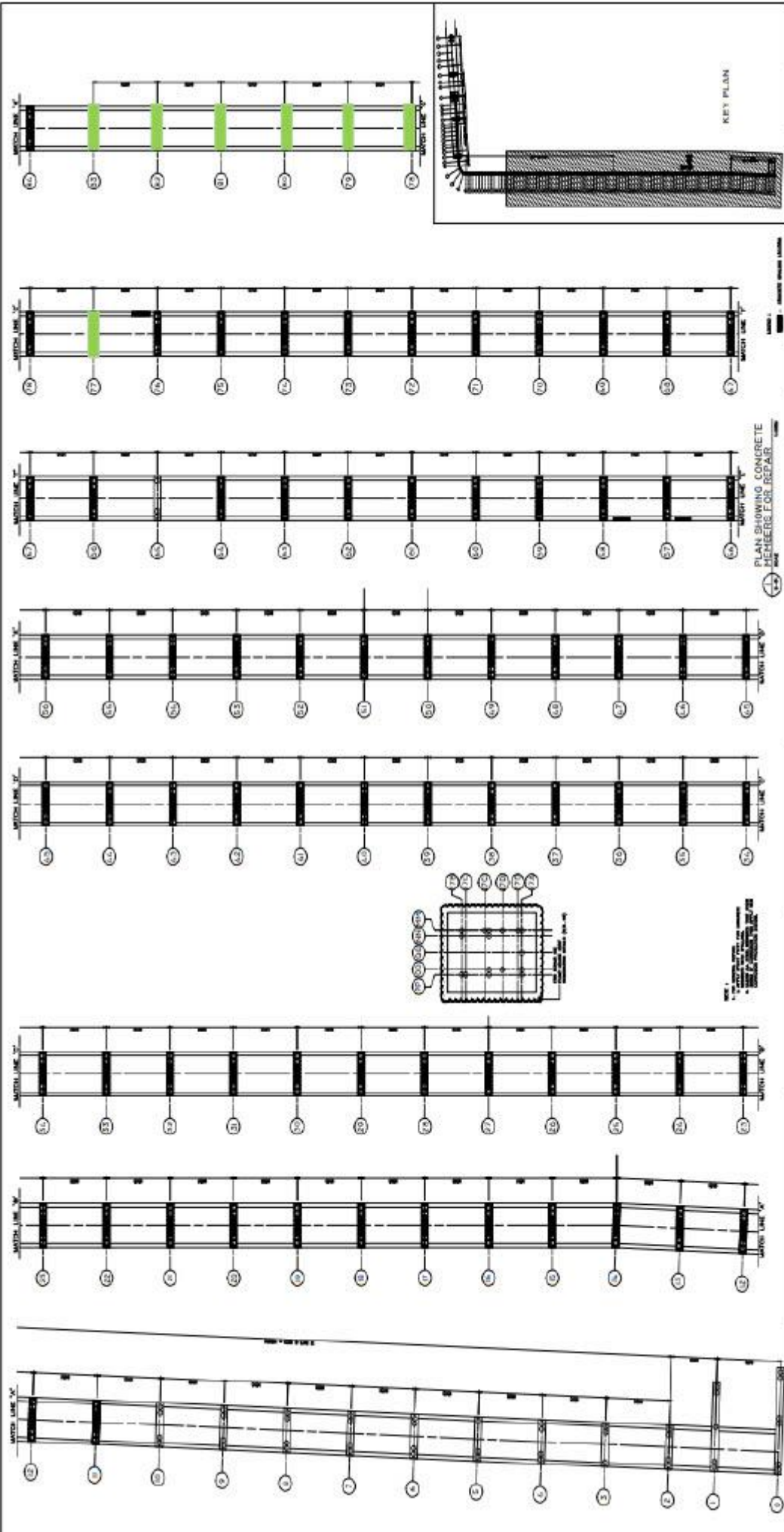
Key Plan of Piles for Retrofitting



Legend:
 ● - EPA1 (65 pcs)
 ● - EPA2 (36 pcs)

PLAN SHOWING CONCRETE BEAMS,
PILE CAPS & CORNELS

| | | | | |
|---|---|------------------|-------------------|-------------------------------------|
| PHILIPPINE NATIONAL OIL COMPANY (PNOC) PROJECT RELATIONSHIP PNOC - JETTY FACILITY AS-BUILT DRAWINGS | SHEET CONTAINS PLAN SHOWING CONCRETE BEAMS, PILE CAPS & CORNELS | CHECKED DATE | APPROVED DATE | SHEET NO. S-02 |
| | PHILIPPINE NATIONAL OIL COMPANY (PNOC) PROJECT RELATIONSHIP PNOC - JETTY FACILITY AS-BUILT DRAWINGS | CHECKED DATE | APPROVED DATE | SHEET NO. S-02 |
| DESIGNED BY A.DENIC, ONS, M.Eng., JOSP DATE: 1 JANUARY 2023 | CHECKED DATE | APPROVED DATE | SHEET NO. S-02 | PROJECT NO. AS-BUILT (P-23-0101) |



| | | |
|---|--|--|
| ALCON CONSULTING INC. ENGINEERING • ARCHITECTURE • SURVEYING 1000 West 10th Street, Suite 1000, Vancouver, BC V6H 3G9 TEL: 604-271-8888 FAX: 604-271-8889 | | SHEET NO. S-01 PROJECT NO. EC-0-0301-00 |
| CLIENT # ALCON CONSULTING INC. PROJECT # PHILIPPINE NATIONAL OIL COMPANY (PNOC) | SHEET OWNERS PHILIPPINE NATIONAL OIL COMPANY (PNOC) PROJECT DESCRIPTION PHOC - JETTY FACILITY STRUCTURAL RETROFITTING | DRAWN BY: [Name] CHECKED BY: [Name] DATE: [Date] |
| TITLE: PHOC - JETTY FACILITY STRUCTURAL RETROFITTING SHEET: S-01 SCALE: AS SHOWN | PROJECT NO. EC-0-0301-00 SHEET NO. S-01 | PROJECT NO. EC-0-0301-00 SHEET NO. S-01 |

Section VIII. Bill of Quantities

Notes on the Bill of Quantities

Objectives

The objectives of the Bill of Quantities are:

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

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

Daywork Schedule

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

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

Provisional Sums

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

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

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

Signature Box

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

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

BILL OF QUANTITIES

| Items | Description | Qty | Unit | Unit Price | Material Cost |
|---|--|---------|----------------|------------|---------------|
| A. | Description | | | | |
| | Mobilization/Demobilization | 1 | lot | | |
| B. | Material Cost | | | | |
| | Scope of work 1: | | | | |
| | 16 mm glass fiber reinforced polymer (GFRP) main bars | 278 | pcs | | |
| | 10 mm glass fiber reinforced polymer (GFRP) dowel bars | 1610 | pcs | | |
| | Welding rods, E6010 | 100 | kg | | |
| | 10 mm glass fiber reinforced polymer (GFRP) ties | 1658 | pcs | | |
| | #16 Galvanized Iron tie wires | 410 | kg | | |
| | Glass fiber sheet for column forms | 1507 | pcs | | |
| | Ready mix concrete | 112 | m ³ | | |
| | Petrolatum tape | 1591.54 | m ² | | |
| | Scope of work 2: | | | | |
| | <i>Rust remover/converter</i> | 10 | gal | | |
| | <i>Structural epoxy injection (390mL/pc)</i> | 700 | gal | | |
| | <i>Concrete epoxy putty</i> | 900 | gal | | |
| | <i>Cement</i> | 20 | bags | | |
| | <i>Crushed sand</i> | 3 | m ³ | | |
| | Scope of work 3: | | | | |
| <i>1 sets of 800mmH x 1500mmL rubber fender body. Energy absorption is 471kNm per pair, reaction force is 1200KN at deflection 52.5%.</i> | 1 | set | | | |
| <i>1 set UHMW PE pad</i> | 1set | set | | | |
| <i>6 sets full threaded bolt M36 SS316 pad fixing</i> | 6 | set | | | |
| <i>Chemical bolt for marine application</i> | 1 | lot | | | |
| C | Equipment Cost | | | | |
| | Diesel generator | 1 | Set | | |
| | Diver tools | 10 | Set | | |

| | | | | | |
|----------|--|----|-----------|--|--|
| | Under water Welding Equipment | 2 | Set | | |
| | Pump Crete | 1 | Unit | | |
| | Concrete Mixer Truck | 1 | Unit | | |
| | Diesel vibrator | 1 | Set | | |
| | Chipping hammer | 2 | Pcs | | |
| | Service Boat | 1 | Unit | | |
| | | | | | |
| D | Labor Cost | | | | |
| | Project Manager | 1 | Personnel | | |
| | Site Engineer | 1 | Personnel | | |
| | Safety Officer | 1 | Personnel | | |
| | Foreman | 2 | Personnel | | |
| | Underwater Welder | 4 | Personnel | | |
| | Diver | 6 | Personnel | | |
| | Skilled Worker | 16 | Personnel | | |
| | Helper | 8 | Personnel | | |
| | | | | | |
| E | Total Direct Cost (A+B+C+D) | | | | |
| F | Mark-Up | | | | |
| G | Project Cost | | | | |
| H | VAT (12%) | | | | |
| I | Total Project Cost (inclusive of VAT and all applicable taxes) | | | | |

Note: The materials shall not be limited to the provided Bill of Quantities.

Name of Company : _____

Authorized Representative : _____
Signature over printed name

Section IX. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR;

Technical Documents

- (b) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**
- (c) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules;

The statement of the Bidder's SLCC shall be supported by the Notice of Award and/or Notice to Proceed, Project Owner's Certificate of Final Acceptance issued by the Owner other than the Contractor or the Constructors Performance Evaluation System (CPES) Final Rating, which must be at least satisfactory. In case of contracts with the private sector, an equivalent document shall be submitted; **and**

- (d) PCAB License / Special PCAB License in case of Joint Ventures; **and** registration for the type and cost of the contract to be bid; **and**
- (e) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission; **or**
Original copy of Notarized Bid Securing Declaration; **and**
- (f) Project Requirements, which shall include the following:
- a. Organizational chart for the contract to be bid;
 - b. List of contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data;
 - c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be; **and**
- (g) Original duly signed Omnibus Sworn Statement (OSS); **and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full

power and authority to its officer to sign the OSS and do acts to represent the Bidder, **and**

- (h) Project Inspection Certificate signed by PNOC Representative and bidders, **and**
- (i) Resume or CVs of proposed manpower (with complete details), **and**
- (j) Project Owner's Certificate of Final Acceptance issued by the Owner other than the Contractor or the Constructors Performance Evaluation System (CPES) Final Rating of at least three (3) completed projects in the construction / rehabilitation / retrofitting of the jetty, ports, and / or harbor.

Financial Documents

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

Class "B" Documents

- (l) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence;
or
duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

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

Other documentary requirements under RA No. 9184

- (n) Original of duly signed Bid Prices in the Bill of Quantities; **and**
- (o) Duly accomplished Detailed Estimates Form, including a summary sheet indicating the unit prices of construction materials, labor rates and equipment rentals used in coming up with the Bid; **and**
- (p) Cash Flow by Quarter.

Section VIII. Bidding Forms

Bid Form for the Procurement of Infrastructure Projects

[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

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

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

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: *[insert name of contract]*;
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: *[insert information]*;
- d. The discounts offered and the methodology for their application are: *[insert information]*;
- e. The total bid price includes the cost of all taxes, such as, but not limited to: *[specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties]*, which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within the period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of *[insert percentage amount]* percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines¹ for this purpose;
- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;

- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the [Name of the Procuring Entity].
- l. We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: _____

Legal Capacity: _____

Signature: _____

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

Date: _____

Bid Securing Declaration Form
[shall be submitted with the Bid if bidder opts to provide this form of bid security]

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

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

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

I/We, the undersigned, declare that:

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

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

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

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

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

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

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

Performance Securing Declaration (Revised)
[if used as an alternative performance security but it is not required to be submitted with the Bid, as it shall be submitted within ten (10) days after receiving the Notice of Award]

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

PERFORMANCE SECURING DECLARATION

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

I/We, the undersigned, declare that:

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

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

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

NAME OF NOTARY PUBLIC

Serial No. of Commission _____

Notary Public for _____ until _____

Roll of Attorneys No. _____

PTR No. ____ [date issued], [place issued]

IBP No. ____ [date issued], [place issued]

Doc. No. _____

Page No. _____

Book No. _____

Series of _____

Omnibus Sworn Statement (Revised)
[shall be submitted with the Bid]

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NAME OF NOTARY PUBLIC

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

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

NET FINANCIAL CONTRACTING CAPACITY

| | |
|--|-----------|
| Current Assets | |
| Less: Current Liabilities | |
| Total | |
| Multiply by K | 15 |
| Total | |
| Less: Value of All On-going Contracts | |
| Net Financial Contracting Capacity | |

Net Financial Contracting Capacity (NFCC)

NFCC = at least equal to the Approved Budget

= [(current assets - current liabilities) (K) - (value of all outstanding works

or projects under on-going contracts, including awarded contracts yet to started

Name of Company: _____

Authorized Representative: _____

signature over printed name

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

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

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

Name and Signature of Authorized Representative

Date

*Instructions:

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

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

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

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

Name and Signature of Authorized Representative

Date

*Notes:

- a) Cut-off date as of **DEADLINE OF SUBMISSION OF BIDS.**
- b) **"Name of Contract". Indicate here the Nature/ Scope of the Contract for the Procuring Entity to determine the relevance of the entry with the Procurement at hand. Example: "Construction of Ports, Harbor, etc."**

Format of Curriculum Vitae (CV) for Proposed Professional Staff

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

| Technical Expertise | |
|--|---------------|
| Database | |
| Operating Systems | |
| Application Software | |
| Professional Licenses, Certificates, Other Credentials | |
| Title | Date Received |
| | |
| | |
| | |
| | |
| | |

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

[Printed Name and Signature of staff member]

Date: _____
MM/DD/YYYY

CERTIFIED CORRECT:

[Printed Name and Signature of authorized representative of the firm]

Date: _____
MM/DD/YYYY

Statement of Availability of Equipment

(Date of Issuance)

Attention : The Chairperson
Bids and Awards Committee

Dear Sir / Madame:

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

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

Very truly yours,

(Name of Representative)

(Position)

(Name of Bidder)

