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National Power Corporation

**Invitation to Bid for the
SUPPLY OF LABOR, MATERIALS, TOOLS AND EQUIPMENT FOR THE
CONSTRUCTION OF WORKSHOP AND WAREHOUSE OF PILAS DPP
(Purchase Requisition No.: S3-PIP25-008)**

1. The National Power Corporation (NPC), its CY 2025 Corporate Budget intends to apply the sum stated below, being the Approved Budget for the Contract (ABC) to payments under the contract for the subject PR Bids received in excess of the ABC shall be automatically rejected at bid opening.

| | |
|--------------------------------|---|
| PR No./ Description | S3-PIP25-008 / SUPPLY OF LABOR, MATERIALS, TOOLS AND EQUIPMENT FOR THE CONSTRUCTION OF WORKSHOP AND WAREHOUSE OF PILAS DPP |
| ABC | THREE HUNDRED FIFTY THOUSAND PESOS (PHP 350,000.00) |

2. The National Power Corporation now invites bids for the above Procurement Project. Delivery of the Goods is required within the contract period specified in the Technical Specifications. Bidders should have completed, within ten (10) years from the date of submission and receipt of bids, 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 a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

4. Prospective Bidders may obtain further information from National Power Corporation, Bids and Contracts Services Division and inspect the Bidding Documents at the address given below during office hours (8:00AM to 5:00PM), Monday to Friday.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **February 28, 2025** from the given address and website(s) and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Hundred Pesos (P500.00)**.
6. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **March 13, 2025, 9:00AM**. Late bids shall not be accepted.
7. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

8. Bid opening shall be on **March 13, 2025**, at **9:00AM** Conference Room, NPC Gov. Camins Ext., Zamboanga City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
9. The National Power Corporation 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 IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
10. For further information, please refer to:

BAC SECRETARIAT

National Power Corporation
Gov. Camins Ext., Zamboanga City.

11. You may visit the following websites:

For downloading of Bidding Documents: <https://www.napocor.gov.ph>

RAUL B. MORALES

Chairman, Bids and Awards Committee

SECTION II – INSTRUCTIONS TO BIDDERS

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SECTION II – INSTRUCTIONS TO BIDDERS

1. Scope of Bid

The **National Power Corporation (NPC or NAPOCOR)** wishes to receive Bids for the **SUPPLY OF LABOR, MATERIALS, TOOLS AND EQUIPMENT FOR THE CONSTRUCTION OF WORKSHOP AND WAREHOUSE OF PILAS DPP** with identification number **S3-PIP25-008**.

The Procurement Project (referred to herein as “Project”) is composed of one (1) lot and will be awarded to one (1) Bidder in one complete contract, the details of which are described in Section VI (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for CY 2025 in the amount of **₱ 350,000.00**

2.2. The source of funding is the Corporate Operating Budget of the National Power Corporation.

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 Manuals 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 **IB** 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 verified and accepted the general requirements of this Project, including 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, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, 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. Foreign ownership exceeding those allowed under the rules may participate when citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines.

The foreign bidder claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos shall submit a certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item/product. The said certification shall be validated during the post-qualification of bidders.

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 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.
- 7.2. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criterion stated in ITB Clause 5 in accordance with Section 23.4 of the 2016 revised IRR of RA No. 9184 pursuant to Section 23.1 thereof.
- 7.3. Subcontracting of any portion of the Project does not relieve the Contractor of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Contractor's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

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/webcasting 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 VIII (NPCSF-INFR-01 - Checklist of Technical and Financial Documents).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within ten (10) years prior to the deadline for the submission and receipt of bids.
- 10.3. 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. Similar to the required authentication above, 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.
- 10.4. The Statement of the bidder's Single Largest Completed Contract (SLCC) (NPCSF-INFR-03) and List of all Ongoing Government & Private Contracts Including Contracts Awarded but not yet Started (NPCSF-INFR-02) shall comply with the documentary requirements specified in the **BDS**.
- 10.5. 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.
- 10.6. 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 VIII (NPCSF-INFR-01 - Checklist of Technical and Financial Documents).
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

- 11.4. 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. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

- a. For Goods offered from within the Procuring Entity's country:
 - i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);
 - ii. The cost of all customs duties and sales and other taxes already paid or payable;
 - iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
 - iv. The price of other (incidental) services, if any, listed in the **BDS**.
- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
 - ii. The price of other (incidental) services, if any, as listed in the **BDS**.

13. Bid and Payment Currencies

- 13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or trade able 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.

- 13.2. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

- 14.1. 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**.
- 14.2. The Bid and bid security shall be valid for **One Hundred Twenty (120) calendar** days from the date of opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit two (2) copies of the first and second components of its Bid, marked Original and Photocopy. Only the original copy will be read and considered for the bid.

Any misplaced documents outside of the Original copy will not be considered. The photocopy is ONLY FOR REFERENCE.

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

17.1. 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.

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

18. Domestic Preference

18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 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 the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case may be. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.

- 19.3. The descriptions of the lots or items shall be indicated in **Section VI (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded to one (1) Bidder in one complete contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1. 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

- 21.1. 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

| ITB Clause | |
|---------------|---|
| 5.3 | <p>For this purpose, contracts similar to the Project shall be construction of warehouse, office, residential, storage, commercial building or any reinforced concrete structure.</p> <p>The Single Largest Completed Contract (SLCC) as declared by the bidder shall be verified and validated to ascertain such completed contract. Hence, bidders must ensure access to sites of such projects/equipment to NPC representatives for verification and validation purposes during post-qualification process.</p> <p>It shall be a ground for disqualification, if verification and validation cannot be conducted for reasons attributable to the Bidder.</p> |
| 7.1 | <p>Subcontracting may be allowed on transport, local/non-skilled labor under the supervision of the Bidder. The Bidder shall not be relieved from any liability or obligation that may arise from the performance of the Subcontractor.</p> |
| 10.1 | <p>The list of on-going contracts (Form No. NPCSF-INFR-02) shall be supported by the following documents for each on-going contract to be submitted during Post-Qualification:</p> <ol style="list-style-type: none"> 1. Contract/Purchase Order and/or Notice of Award 2. Certification coming from the project owner/client that the performance is satisfactory as of the bidding date <p>The bidder shall declare in this form all his on-going government and private contracts including contracts where the bidder (either as individual or as a Joint Venture) is a partner in a Joint Venture agreement other than his current joint venture where he is a partner. Non declaration will be a ground for disqualification of bid.</p> <p>The Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid (Form No. NPCSF- INFR-03) shall be supported by the following documents to be submitted during Bid Opening:</p> <ol style="list-style-type: none"> 1. Contract/Purchase Order. 2. Owner's Certificate of Final Acceptance issued by the project owner other than the contractor or a final rating of at least Satisfactory in the Constructors Performance Evaluation System (CPES). In case of contracts with the private sector, an equivalent document (Ex. Official Receipt or Sales Invoice) shall be submitted |

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|------|--|
| | The prospective bidders shall declare its Joint Venture partner during the purchase of bid/tender documents. Any single bidder/s who already procured/secured the bidding documents but want to avail the Joint Venture Agreement (JVA) shall inform the BAC in writing prior to the bid opening for records and documentation purposes. Failure to do so shall be a ground for disqualification/non-acceptance of its bid. |
| 10.3 | <p>Bidders shall also submit the following requirements in their first envelope, Eligibility and Technical Component of their bid:</p> <ol style="list-style-type: none"> 1. Data and Information to be submitted with the Proposal as specified in Clause TS-5.0 of Section VI - Technical Specifications. 2. Complete eligibility documents of the proposed sub-contractor, if any |
| 10.5 | <p>The lists of key personnel shall include the following minimum requirements:</p> <p>ONE (1) PROJECT ENGINEER:</p> <p>Registered Civil Engineer who had supervised at least a project similar in nature as to type and cost of the proposed project within the last 10 years. Must have 5 years professional experience as Civil Engineer on similar project.</p> <p>ONE (1) SAFETY & HEALTH OFFICER:</p> <p>Experienced Construction Safety & Health Officer accredited by the Bureau of Working Conditions of the Department of Labor & Employment (DOLE)</p> <p>The above key personnel must be either be employed by the Applicant or contracted by the Applicant to be employed for the contract to be bid. The professional personnel, (Project Manager & Project Engineer) must have a valid Professional Regulations Commission (PRC) license.</p> |
| 10.6 | <p>The list of construction equipment (owned or leased) shall include the following minimum requirements.</p> <ol style="list-style-type: none"> a. Welding Machine (at least 300 A) -1 unit Concrete Mixer (1 bagger) -1 unit c. Oxyacetylene cutting outfit - 1 unit d. Bar Cutter (25mm 0 capable) -1 unit |
| 12 | The price of the Goods shall be quoted DDP Project Site or the applicable International Commercial Terms (INCOTERMS) for this Project. |
| 14.1 | <p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a) The amount of not less two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of |

| | |
|------|--|
| | <p>credit; or</p> <p>b) The amount of not less than five percent (5%) of ABC, if bid security is in Surety Bond.</p> |
| 19.3 | Partial bid is not allowed. The Goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award. |
| 19.5 | If the Bidder opted to submit a Committed Line of Credit (CLC), the bidder must submit a granted credit line valid/effective at the date of bidding. |
| 20.1 | <p>a. Contract/Purchase Order and/or Notice of Award for the contracts stated in the List of all Ongoing Government & Private Contracts Including Contracts Awarded but not yet Started (NPCSF-INFR-02);</p> <p>b. Certification coming from the project owner/client that the performance is satisfactory as of the bidding date for all ongoing contracts stated in form NPCSF-INFR-02.</p> <p>c. Drawings and documents to be submitted during post-qualification process as specified in the Technical Specifications.</p> <p>d. The licenses and permits relevant to the Project and the corresponding</p> <p>a. law requiring it as specified in the Technical Specifications, if any.</p> |
| 21.2 | <p>The following documents shall form part of the contract:</p> <ol style="list-style-type: none"> 1. Notice to Proceed 2. Construction schedule and S-curve 3. Manpower Schedule 4. Construction Methods 5. Equipment Utilization Schedule 6. Construction safety and health program of the contractor duly approved by the Bureau of Working Condition (BWC) of the Department of Labor and Employment (DOLE) or proof of submission to BWC 7. PERT/CPM. |

SECTION IV – GENERAL CONDITIONS OF CONTRACT

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SECTION IV – GENERAL CONDITIONS OF CONTRACT

1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

- 3.1. The Procuring Entity shall give possession of all or parts of the Site to the Contractor based on the schedule of delivery indicated in the **SCC**, which corresponds to the execution of the Works. If the Contractor suffers delay or incurs cost from failure on the part of the Procuring Entity to give possession in accordance with the terms of this clause, the Procuring Entity's Representative shall give the Contractor a Contract Time Extension and certify such sum as fair to cover the cost incurred, which sum shall be paid by Procuring Entity.
- 3.2. If possession of a portion is not given by the above date, the Procuring Entity will be deemed to have delayed the start of the relevant activities. The resulting adjustments in contract time to address such delay may be addressed through contract extension provided under Annex "E" of the 2016 revised IRR of RA No. 9184.

4. The Contractor's Obligations

Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184. 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 by the Bidder 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 of RA No. 9184.
- 5.2. The performance bond to be posted by the Contractor must also comply with additional requirements specified in the **SCC**.

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

- 5.1 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.
- 5.2 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 Constructor

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.

SECTION V – SPECIAL CONDITIONS OF CONTRACT

| GCC Clause | |
|-----------------------|---|
| 2 | Sectional completion is not specified. |
| 4 | <p>It shall also be the obligation and responsibility of the Contractor to carry out the Works properly and in accordance with this Contract, including but not limited to the following conditions:</p> <p>a. The Contractor shall conduct the Works with due regard to safety and health in accordance with its Construction Safety and Health Program (CSHP) duly approved by the Department of Labor & Employment (DOLE) and in compliance with the DOLE Department Order No. 13 - The Guidelines Governing Occupational Safety and Health in the Construction Industry.</p> <p>Failure to comply with the approved CSHP will be considered as non-compliance with the Contract and shall result to the imposition of Section 19, Violation and Penalties of the DOLE Department Order No. 13 and any appropriate sanctions such as, but not limited to:</p> <ol style="list-style-type: none"> 1. Suspend the work until the Contractor complies with the approved CSHP with the condition that the work resumption will not incur additional cost to the Corporation. 2. Suspend payment of the portion of work under question; 3. Correct the situation by employing 3rd party and charge all expenses incurred to the Contractor's collectibles/securities; and 4. Report the condition to the Bureau of Working Conditions of the DOLE for their appropriate action. <p>b. The Contractor shall be responsible for the strict compliance with the provision of the Philippine Laws affecting labor and operation of Wot1< under the contract and shall be responsible for the payment of all indemnities arising out of any labor accident which may occur in the execution of the Works and for which he may be responsible under Republic Act 3428, as amended, known as the Workmen's Compensation Law.</p> <p>c. The Contractor is obliged to exercise due care so as not to endanger life and property in the vicinity of the Works where he operates in connection with this Contract. He shall be liable for all damages Incurred in any manner by acts of negligence of his own, or his agents, employees, or workmen.</p> <p>d. It is the responsibility of the Contractor for the strict compliance with the requirements of the Philippine Clean Air Act of 1999 (R.A. 8749) and Philippine Clean Water Act of 2004 (R.A. 9275). The Contractor shall be liable for any damages/destructions to the environment including penalties that will be</p> |

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| | <p>imposed by the Department of Environment and Natural Resources (DENR) arising from noncompliance of the requirements thereof.</p> <p>e. The Contractor shall be responsible for the strict compliance with the requirements of the Environmental Compliance Certificate (ECC) issued for this project (if any) and DENR Administrative Order No. 26. He shall be liable for any damages/destructions to the environment including penalties that will be imposed by the DENR arising from non-compliance thereof, in any manner by his acts or negligence, or by his agents, employees, or workmen in the execution of the Works. The Contractor may employ a Pollution Control Officer accredited with the DENR for the duration of the project, if so required by the DENR Administrative Order No. 26</p> <p>f. It shall be the Contractor's responsibility for the correctness, accuracy and quality of works. NPC's approval does not relieve his contractual obligation and responsibility under this contract. Payment of all forms of taxes, such as value added tax (VAT) including municipal licenses and permits, and others that may be imposed by the Philippine Government or any of its agencies and political subdivisions in connection with the Contract shall be for the account of the Contractor.</p> <p>h. In general, the Contractor is totally responsible for the execution of the Works and therefore, takes upon himself all the technical, legal and economic risks and all obligations which could arise therefrom or connected therewith. The overall responsibility of the Contractor includes the responsibility for actions or omissions of his own personnel as well as the personnel of the sub-contractors.</p> |
| 5 | <p>1. The following must be indicated in the performance bond to be posted by the Contractor:</p> <ul style="list-style-type: none"> i. Company Name: ii. Correct amount of the Bond: iii. Contract/Purchase Order Reference Number: iv. Purpose of the Bond: <p>"To guarantee the faithful performance of the Principal's obligation to undertake (<i>Contract/Purchase Order Description</i>) in accordance with the terms and conditions of (<i>Contract No. & Schedule/Purchase Order No.</i>) entered into by the parties."</p> <p>2. The bond shall remain valid and effective until the duration of the contract (<i>should be specific date reckoned from the contract effectivity</i>) plus sixty (60) days after NPC's acceptance of the last delivery/final acceptance of the project.</p> <p>3. In case of surety bond, any extension of the contract duration or delivery period granted to the CONTRACTOR shall be considered as given, and any modification of the contract shall be considered as authorized, as if with the expressed consent of the surety, provided that such extension or modifications falls within the effective period of the said surety bond. However, in the event</p> |

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| | <p>that the extension of the contract duration or delivery schedule would be beyond the effective period of the surety bond first posted, it shall be the sole obligation of the CONTRACTOR to post an acceptable Performance Security within ten (10) calendar days after the contract duration/delivery period extension has been granted by NPC.</p> <p>4. Other required conditions in addition to the standard policy terms issued by the Bonding Company:</p> <ul style="list-style-type: none"> i. The bond is a penal bond, callable on demand and the entire amount thereof shall be forfeited in favor of the Obligee upon default of the Principal without the need to prove or to show grounds or reasons for demand for the sum specified therein; ii. The amount claimed by the Obligee under this bond shall be paid in full and shall never be subject to any adjustment by the Surety; iii. In case of claim, the Surety shall pay such claim within sixty (60) days from receipt by the Surety of the Obligee's notice of claim/demand letter notwithstanding any objection thereto by the Principal |
| 6 | No site investigation report. |
| 7.2 | <p>In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures: Fifteen (15) years.</p> <p>In case of semi-permanent structures, such as buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures: Five (5) years.</p> <p>In case of other structures, such as Bailey and wooden bridges, shallow wells, spring developments, and other similar structures: Two (2) years.</p> |

SECTION VI

**TECHNICAL
SPECIFICATIONS**

GW – (GENERAL WORKS)

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GW - GENERAL WORKS

GW-1.0 PROJECT HIGHLIGHTS

GW-1.1 General

This section covers the general technical requirements for furnishing all supervision, labor, materials, supplies, tools and equipment in accordance with specifications contained herein and as shown on the accompanying drawings to complete the **SUPPLY OF LABOR, MATERIALS, TOOLS AND EQUIPMENT FOR THE CONSTRUCTION OF WORKSHOP AND WAREHOUSE OF PILAS DPP.**

The Contractor shall accept full responsibility for its work in the performance qualifications, specifications, documentation, reports, fabrication, corrosion protection, cleaning, shop testing, preparation for shipment, field testing, warranty provisions and compliance with the applicable codes and standards and the requirements of this specification.

The Contractor shall strictly observe the general requirements of this specification in conjunction with the specific requirements specified in the relevant specifications.

GW-1.2 Project Location

The project is located at **PILAS, BASILAN.**

GW-1.3 Scope of Work

The works and services to be performed under this Contract shall essentially consist of, but not limited to the following:

- a. Mobilization and establishment of Contractor's complete construction camp and other facilities;
- b. Site grading, excavation and backfilling works;
- c. Structural excavation and backfilling works for all foundations;
- d. Complete construction of all structural components (i.e. footings, columns, beams, walls, floors, etc.), including fabrication, installation/erection and pre-painting of metal/steel structures;
- e. Furnishing and application of all architectural finishes for walls, and floors, including water proofing;
- f. Complete construction of Septic tank walls and manhole cover.
- g. Demobilization, including clearing of site and demolition of Contractor's camp facilities; and
- h. All other works necessary to complete the project.

GW-1.4 Contract Period

The Contractor shall complete the works as herein specified within **Sixty (60)** calendar days. The contract period is inclusive of Sixteen (16) unworkable days considered unfavorable for the execution of the works. The total contract duration shall be reckoned from the date of contract effectivity as specified in the **Notice to Proceed**.

GW-1.5 Contractor's Classification

The Contractor must have undertaken similar contracts and/or projects involving construction of warehouse, office, residential, storage, commercial building or any reinforced concrete structure.

GW-1.6 Minimum Required Personnel

For the duration of the contract, the Contractor shall have the following minimum required personnel assigned to the project:

a) One (1) Project Engineer

Registered Civil Engineer who had supervised at least a project similar in nature as to the type and cost of the proposed project within the last 10 years. Must have at least 3 years professional experience as Civil Engineer on similar project.

b) One (1) Safety Officer

Construction Safety Officer who has completed at least forty (40) hours of Construction Safety and Health Training (COSH) from Occupational Safety and Health Center (OSHC) or Safety Training Organizations (STOs) accredited by the Department of Labor and Employment (DOLE).

Required attachments in the Standard Form NPCSF-INFR-09 List of Key Personnel to be Assign to the Contract:

- Certificate of Employment, Biodata and valid PRC license of the professional personnel;
- Certificate of Employment, Biodata and Construction and Health Training Certificate of the Safety Officer completing at least forty (40) hours.

The above key personnel must either be employed by the Bidder or contracted by the Bidder to be employed for the contract to be bid.

GW-1.7 Minimum Required Construction Equipment

The list of construction equipment (owned or leased) shall include the following:

- a. Welding Machine (at least 300A) -1 unit
- b. Concrete Mixer (at least 1 bagger) -1 unit
- c. Oxyacetylene cutting outfit -1 unit
- d. Bar Cutter (25mm (D capable) -1 unit

GW-2.0 GENERAL REQUIREMENTS**GW-2.1 Language and System of Measurement**

All documentation relative to this Contract shall be in English. Submitted drawings, literature, etc., which are not in English language will be considered as not submitted at all.

Metric units shall be used in all documents, correspondence, technical schedules and drawings. On drawings or printed pamphlets where other units have been used; the metric equivalent shall be marked in addition.

GW-2.2 Correspondence

Actions or responses to all communications pertaining to this Contract shall be addressed to:

BAC SECRETARIAT

National Power Corporation
Gov. Camins Ext., Zamboanga City.

The Contractor shall maintain a record of all correspondences that shall be accessible to NPC for information. The Contractor shall forward its correspondences to NPC in one (1) original.

All correspondences between NPC and the Contractor shall be numbered consecutively.

GW-2.3 Contractor's Organization & Personnel**GW-2.3.1 Organization**

The Contractor shall maintain in the project site offices - for management, control and execution of the Contract - its organization and personnel required in GW (1.6) and as named in its proposal. Any changes in the organization and personnel shall be subject to the approval of NPC.

The Contractor shall maintain an up-to-date project organization chart, which shall be submitted to NPC for approval in the event of any changes.

GW-2.3.2 Personnel/Key Positions

Listed in GW (1.6) above comprises the Contractor's key personnel under this Contract. These key positions in the organization charts of the Contractor pertains to individuals assigned to management/supervisory positions, who at any time during the execution of the work can give decision and recommendation on matters pertaining to the proper and early completion of the Works.

The appointment, transfer and replacement of personnel to all positions shall be subject to NPC's prior approval.

GW-2.4 Planning and Scheduling**GW-2.4.1 General**

The Contractor shall be responsible for planning and scheduling, progress monitoring and reporting of all works and activities defined under this Contract.

Within fifteen (15) calendar days from the effectivity of the Contract, the Contractor shall submit for NPC approval a detailed work schedule using applicable project management tool(s) for monitoring project activity progress, such as a Critical Path Method (CPM) network or Project Evaluation and Review Technique (PERT) diagram.

The detailed work schedule shall show commencement and completion dates of the project's major activities and milestones.

GW-2.4.2 Format and Presentation

The Contractor shall prepare an activity network with the activities listed in early start order and showing the following:

- (a) Activity code
- (b) Activity description
- (c) Duration in days
- (d) Early start and finish dates
- (e) Late start and finish dates

The Contractor shall also prepare a bar chart identifying all activities which cannot be performed without NPC's approval, and the need dates for NPC's decision thereof.

The Contract Schedule submitted shall meet the completion dates in the Construction Schedule and Schedule of Timings and shall clearly demonstrate the manner in which the various phases of the Works shall be completed.

All activities required for execution of the Works shall be carried out in accordance with the sequence and times and completion dates shown on the work schedule or subsequent revisions as approved by NPC.

GW-2.4.3 Progress Monitoring Principle and System

For the duration of the Contract, the Contractor shall monitor progress of the Works, and shall immediately advise NPC in advance of any anticipated delays in schedule, and the reason therefore.

If the Contractor believes it is necessary or advantageous to change the sequence of events shown on the Contract Schedule, he shall submit a proposed revision accompanied by a full explanation of the reasons and ramification of the change to NPC for approval. No change shall be made in the order in which the Works activities are being performed until NPC's approval for the revised Contract Schedule has been obtained.

Actual progress of each activity of the Works shall be updated and compared with the progress indicated on the approved Contract Schedule at least once every month by the Contractor.

After NPC approves the Contractor's detailed Contract Schedule and planned activity completion dates, the Contractor shall update and analyze the Contract Schedule on a monthly basis and submit updates to NPC on or before the 5th day of the following month.

The Contractor shall not change the sequence of activities shown on the approved Contract Schedule without NPC's prior approval.

GW-2.4.4 Meetings

A. Progress Review Meetings

The Contractor shall schedule and hold monthly progress review meetings with NPC to a mutually agreed agenda that shall be held at the Contractor's site offices or preferred venue.

B. Interface Meetings

The Contractor shall attend interface meetings with NPC's other contractors, if any, as arranged by NPC on a monthly, or as needed, basis. The Contractor may also call for such meetings whenever necessary.

C. Design Review Meetings

The Contractor may request for a design review meeting during the processing stage of seeking the approval of NPC to all design drawings to review, clarify and evaluate the design submitted with reference to the tender, the final design and the Contract Specification. The Contractor shall submit a meeting agenda seven (7) days prior to the meeting.

D. Other Meetings

The Contractor shall arrange discipline meetings and other meetings as necessary with sub-contractors, etc. NPC shall be notified in due time of such arrangements and given opportunity to attend. The Contractor and NPC shall, as required, hold meetings on specific subjects.

E. Call for Meetings

Except for regular scheduled meetings, calls for meetings and agenda shall be sent out by the party calling the meeting to all requested attendees.

F. Minutes of Meetings

Minutes shall be prepared by the Contractor on an agreed form and be issued for NPC's review the next working day after the meeting has taken place. Minutes shall be approved by NPC before copies are distributed to all attending parties.

Matters requiring action shall be assigned the responsible party with dates for completion of such action. Result of action from previous meetings shall be recorded.

Copies of the minutes of meetings from interface meetings and other meetings, as stated above, shall be sent to NPC in six (6) copies.

GW-2.4.5 Reports

A. Monthly Reports

The Contractor, beginning on the second month after Commencement Date, shall submit to NPC a monthly report related to the Works performed during the preceding month. The Contractor shall present the report with diagrams in printed format.

Cut-off date for the report shall be the last Sunday of each month and, there upon, the monthly report shall be submitted to NPC not later than 12:00 noon of Wednesday after the cut-off date.

The monthly report shall include, but not limited to, the following items:

- (a) Narrative discussion of major accomplishments and any deviations from time schedule, reasons for such deviations, with recommended actions and potential effects;
- (b) The Contract Detail Schedule showing the status at the cut-off date by means of a front line or equivalent;
- (c) A systematic listing and analysis of all significant time critical activities;
- (d) A summary of HSE activities and reported incidents in own and major sub-contractor's activities;
- (e) Report on interface activities; and
- (f) Narrative report on quality management activities.

B. Project Control Close-out Reports

The Contractor shall submit to NPC a project control close-out report within ten (10) days after the issuance of the Completion Certificate, which shall at least contain the following:

- (a) Final as-is Contract Detail Schedule;
- (b) Final as-is cost report; and
- (c) Final as-is Contract amendment (if any) and Variation Order register, if any.

GW-2.5 Documents to be Prepared by the Contractor

GW-2.5.1 General

All documents, calculations, certifications, manuals, drawings, etc. pertaining to the execution of all works that are to be prepared by the Contractor are listed hereunder. The Contractor's attention is drawn to various sections of the Specification, where detailed contents of the required documentation are specified.

GW-2.5.2 Detailed Drawings, Design and Specifications

Whenever required in the Contract, the Contractor shall submit corresponding detailed fabrication drawings and applicable specifications of structural and/or material assemblies (i.e., steel connections, concrete to steel connections, etc.) supported by the corresponding design calculations.

The detailed drawings and specification shall include the following:

- As-stake site development plans/layout and/or general assembly drawings, as may be applicable
- Erection/installation methodology indicating: 1) the various materials, equipment, and tools to be used; 2) system and procedures; and 3) testing and commissioning.
- Assembly drawings showing: 1) sectional views; 2) mounting details; 3) function of the assemblies; 4) adjustment and operating ranges; 5) concrete pedestals and foundation including bolts and anchorages; 6) field tolerances; 7) all field joints; and 8) methods of lubrication (if required)
- When applicable, engineering instructions and detailed specifications for manufacturing, fabrication, painting (including final color scheme), heat treatment, welding, surface treatment and testing.

GW-2.5.3 Design Calculation and Final Design Data

Upon the completion of the preliminary design, the Contractor shall submit the final design data, analysis and calculations (referred to as designs) - all type written and in book bound form, clearly laid out with all the design criteria and standards indicated, for NPC's review and approval.

GW-2.5.4 Critical Path Network and Time Bar Diagram

Immediately upon effectivity of the Contract, NPC and the Contractor shall re-examine the Critical Path Network and Time Bar Diagram submitted with the Bid and determine by mutual agreement the "Agreed Critical Path Network" and "Agreed Time Bar Diagram. The "Agreed Critical Path Network" shall not be revised or modified without the prior approval of NPC or except where the extension of the contract period is approved in accordance with relevant provisions of the Specifications.

GW-2.5.5 Catalogue Cuts, Illustrations, Etc.

Applicable requirements of this paragraph with reference to drawings shall apply equally to catalogue cuts, illustrations, printed specifications, design data, analysis/calculation, and manufacturer's descriptive literature and instructions for all equipment and/or applicable materials furnished to demonstrate fully of their conformance to the requirements and intent of the Contract Documents.

GW-2.5.6 Final / As-Built Drawings

GW-2.5.7 Presentation/Submission of Documents

GW-2.5.8 Building/Occupancy Permit and other Licenses and Permits imposed for the Contract

GW-3.0 Materials & Equipment

GW-3.1 General

All materials to be furnished by the Contractor shall be new and unused, free from defects and imperfections and best suited for its intended purpose. All materials shall comply with the latest revisions or editions of the specified standards or material specifications.

The equipment and/or materials to be furnished under this specification shall be essentially the current standard products of the respective manufacturer regularly engaged in the production of such equipment and/or materials. It shall be designed and manufactured for maximum safety and reliability in accordance with quality specifications.

Original brochures, catalogs and other related technical data sheets of materials and equipment to be furnished by the Contractor under this contract shall be submitted in prescribed form during the project implementation for NPC's review and approval prior to its fabrication and/or procurement.

Certified mill test reports, as required in the relevant sections of this specification and the governing codes and standards, shall be furnished by the Contractor for NPC's record. Copies of each mill test report shall be submitted to NPC prior to procurement/fabrication of materials under consideration.

GW-3.2 Codes and Standards

All materials, equipment, fabrication, construction, installation, inspection and testing furnished shall conform to the latest specifications and provisions of engineering societies or other internationally accepted standards listed hereunder;

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| ACI | - | American Concrete Institute |
| AISC | - | American Institute of Steel Construction |
| ANSI | - | American National Standard Institute |
| API | - | American Petroleum Institute |
| ASME | - | American Society of Mechanical Engineers |
| ASNT | - | American Society of Non-Destructive Testing |
| ASTM | - | American Society of Testing Materials |

| | | |
|------|---|--|
| AWS | - | American Welding Society |
| NPFA | - | National Fire Protection Association |
| OSHA | - | Occupational Safety Health Act of 1970 |
| SSPC | - | Steel Structures Painting Council |

Other standards not mentioned above may be accepted provided that they ensure equal or higher quality: provided; further, that they meet the requirements of existing laws and regulations of the Government of the Republic of the Philippines.

In the event of any conflict among the above listed or other applicable codes and this Specification, Appendices and Attachments, the Contractor shall refer the conflict to NPC for written resolution. Otherwise, the responsibility shall be on the Contractor to show the suitability of any alternative standards he may wish to use without NPC approval. In addition to the above codes and standards, the Contractor shall comply with all applicable state and local laws and regulations. The latest edition of each standard shall mean the latest edition available at the date of contract signing.

Other internationally recognized national standards may be accepted, if in the opinion of NPC, such will guarantee a quality not inferior to that guaranteed by the above standards. The list of these alternative standards which the Contractor proposes to adopt must be attached to his Bid for acceptance. In every case, the Contractor must list fully the standards they will conform to for this Contract.

All units, dimensions and calculations shall be in metric system.

GW-3.3 Test of Materials

All materials, parts and/or assemblies, to be used in the Works shall be tested conforming to the specifications and provisions of the approved and applicable standards for testing of materials. Results of the test shall be submitted to provide the means of determining compliance with the applicable specifications. All test or trials shall be made in the presence of NPC or his duly authorized representative unless NPC waived in writing its right to witness such test.

GW-3.4 Tropical Serviceability

GW-3.4.1 General

In choosing materials and their finishes, due regard shall be given to the humid tropical conditions and environment under which the equipment is to work, and the structures are to be built. Some relaxation of the following provisions may be permitted where equipment is hermetically sealed, but it is preferred that tropical grade materials should be used wherever possible.

GW-3.4.2 Metals

Iron and steel, in general, are to be galvanized or painted, as appropriate or specified. Small iron and steel plate (other than SUS 316 stainless steel) of all instruments and devices, the metal parts or mechanisms are to be treated in an approved manner to prevent corrosion. Other components which are laminated, or which cannot be rust

proofed, shall have all the expected parts thoroughly cleaned and heavily enameled, lacquered or compounded.

GW-3.5 Workmanship

Workmanship shall be of first-class quality and in accordance with the best modern engineering practice for construction of all civil works structures and the manufacture, assembly, test and commissioning of equipment and other components, notwithstanding any omissions from the specifications and drawings. To ensure quality workmanship, only technicians and competent workers, skilled in their respective trades, shall be employed.

GW-4.0 DESIGN AND CONSTRUCTION CONDITIONS

GW-4.1 Acknowledgement to Site Conditions

It shall be the responsibility of the Contractor to conduct site inspection to determine the nature, location and extent of the works, the physical site conditions, and the availability/sources of materials and facilities needed to undertake the Work. The Contractor shall thoroughly investigate and familiarize himself with all the conditions prevailing at the site, assessment of existing facilities/installations that may be affected by the works under this contract, the surrounding areas, means of communication and transportation, and all other factors that could potentially hamper the smooth execution of the works under the contract.

Any and/or all expenses arising from the lack of knowledge, familiarity or understanding of the existing site conditions shall be the responsibility of the Contractor and no additional payment to that regard shall be made by NPC.

GW-4.2 Site Conditions

GW-4.3 Earthquake and Wind Design Requirements

GW-4.4 Sound Control

GW-5.0 DRAWINGS

GW-5.1 Drawings Contained in the Tender Document

All drawings referred to in this section shall be the Bid Drawings attached to the Tender Document unless specifically stated otherwise.

Discrepancies between the drawings and actual field conditions, or between drawings and specifications, shall be immediately brought to the attention of NPC for proper resolution. All works with apparent discrepancies shall not be started without NPC's formal approval.

Anything mentioned in these specifications and not shown on the drawings or shown in the drawings but not mentioned in the specifications but are obviously necessary to complete the works shall be considered and included as if they are both mentioned and shown.

Drawings and the specifications are complimentary to each other and what is called for in one shall be as binding as if called for both.

Bid drawings may be used for planning the work but shall not be used for construction purposes or for furnishing materials, unless authorized or approved by NPC. Bid Drawings, which show the work to be done as definitely and in as much detail as possible, may be used as guide by the Contractor to proceed in the performance of his work.

Drawings which require changes or adjustments to suit with the actual site conditions shall be prepared/submitted by the Contractor for NPC's review and approval.

GW-5.2 Contractor/Manufacturer Drawings

GW-5.2.1 General

GW-5.2.2 As-Built Drawings

GW-5.2.3 Processing of Drawings

GW-5.2.4 Documents for NPC's Records

GW-6.0 INSPECTION AND TESTS

GW-6.1 General

GW-6.2 Inspection/Tests at Contractor's Premises

GW-6.3 Tests Failures

GW-7.0 QUALITY ASSURANCE REQUIREMENTS

GW-7.1 General

GW-7.3 Quality Plan

GW-7.4 Records

GW-7.5 Reporting and Corrective Action

GW-8.0 CERTIFICATE OF COMPLETION AND ACCEPTANCE

When all the works and services have been satisfactorily completed as required in the Contract, the Contractor may give notice to this effect to NPC. Such notice shall be deemed to be the basis for NPC to conduct final joint inspection. Certificate of Completion shall be issued within fifteen (15) days after all works have been inspected and found in conformance to the specifications and contract requirements.

The Defects Liability Period of one (1) year for the completed Works shall commence on the date of issue of the Certificate of Completion. During this period, the Contractor

shall undertake the repair works, at his own expense, of any damage to the infrastructure on account of the use of materials of inferior quality, within ninety (90) days from the time NPC has issued an order to undertake repair. In case of failure or refusal to comply with this mandate, NPC shall undertake such repair works and shall be entitled to full reimbursement of expenses incurred therein upon demand.

One (1) year after the issuance of Certificate of Completion, provided that there are no defects found and/or pending repair works, NPC shall issue the Certificate of Final Acceptance for the completed Works. Project warranty period shall start upon issuance of final acceptance.

GW-9.0 GUARANTEE / WARRANTY

The Contractor guarantees that structural defects/failures shall comply with the provision stipulated in GCC 7.2. The Contractor also guarantees that when the equipment and/or material are placed in operation and/or use, it will perform in the manner as set forth in the Contract.

Section VII - Bill of Quantities (Quotation)

| Item No. | Description of Works or Materials | Work to be Done | Reference | Unit | Estimated Quantity | Unit Price in Pesos | Total Amount |
|---------------|--|-----------------|---------------------------|-------|--------------------|---------------------|--------------|
| CW-1.0 | SUPPLY OF LABOR, MATERIALS, TOOLS AND EQUIPMENT FOR THE CONSTRUCTION OF WORKSHOP AND WAREHOUSE OF PILAS DPP | GW-1.3 | Refer to NPC TS & Drawing | | | | |
| | Cement | | | BAG | 50 | | |
| | Gravel | | | CU.M. | 2 | | |
| | Sand | | | CU.M. | 2 | | |
| | Re-bars, 10mm | | | PC | 50 | | |
| | Hollow Blocks, 4 | | | PC | 500 | | |
| | GI Pipe, 50mm, sched. 40 x 6m | | | PC | 20 | | |
| | GI Pipe, 100mm, sched. 40 x 6m | | | PC | 20 | | |
| | GI Corrugated Roof, Sched. 26x12' | | | PC | 10 | | |

| | | | | | | | |
|--|------------------------------|--|--|-----|-----|--|--|
| | Welding Rod, #16 | | | KG | 5 | | |
| | Tex Screw | | | PC | 200 | | |
| | Cyclone Fence, 1m height | | | MTR | 20 | | |
| | LED Bulb, 15W, 1800Lm | | | PC | 5 | | |
| | AWG Wire, #16 | | | MTR | 150 | | |
| | Junction Box | | | PC | 2 | | |
| | Flexible Hose, Electrical | | | MTR | 30 | | |
| | 2-gang Light Switch | | | PC | 1 | | |
| | C-Purlins, 100x50x15x3mmx12' | | | PC | 15 | | |
| | Rain Gutter | | | PC | 4 | | |
| | Sanitary Pipe, 2"x12' | | | PC | 4 | | |
| | Elbow, 4" | | | PC | 4 | | |
| | Cement Solvent | | | PC | 1 | | |
| | QDE Paint, Blue | | | GAL | 4 | | |
| | QDE Paint, Yellow | | | GAL | 4 | | |
| | QDE Paint, White | | | GAL | 4 | | |
| | Paint Thinner | | | GAL | 4 | | |
| | Latex Paint, White | | | GAL | 2 | | |
| | Labor Cost | | | LOT | 1 | | |

TOTAL AMOUNT OF BID: _____

Name of Firm

Name and Signature of Authorized Representative

Designation

SECTION VIII – BIDDING FORMS

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Standard Form No: NPCSF-INFR-01

Checklist of Technical & Financial Envelope Requirements for Bidders**A. THE 1ST ENVELOPE (TECHNICAL COMPONENT) SHALL CONTAIN THE FOLLOWING:****1. ELIGIBILITY DOCUMENTS****a. (CLASS A)**

➤ Any of the following:

- PhilGEPS Certificate of Registration and Membership under Platinum Category in accordance with Section 8.5.2 of the IRR;

Note:

- The failure by the prospective bidder to update its Certificate with the current and updated Class “A” eligibility documents shall result in the automatic suspension of the validity of its Certificate until such time that all of the expired Class “A” eligibility documents has been updated.
- Statement of all its ongoing government and private contracts if any, whether similar or not similar in nature and complexity to the contract to be bid (NPCSF-INFR-02)
- The Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, and whose value, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least 50% of the ABC (NPCSF-INFR-03) complete with the following supporting documents:
1. Contract/Purchase Order
 2. Certificate of Acceptance; or Certificate of Completion; or Official Receipt (O.R); or Sales Invoice
- (The Single Largest Completed Contract (SLCC) as declared by the bidder shall be verified and validated to ascertain such completed contract. Hence, bidders must ensure access to sites of such projects/equipment to NPC representatives for verification and validation purposes during post-qualification process.*
- It shall be a ground for disqualification, if verification and validation cannot be conducted for reasons attributable to the Bidder.)*
- Duly signed computation of its Net Financial Contracting Capacity (NFCC) at least equal to the ABC (NPCSF-INFR-04) or a Committed Line of Credit (CLC) at least equal to ten percent (10%) of the ABC, issued by a Universal or Commercial Bank; If the Bidder opted to submit a Committed Line of Credit (CLC), the bidder must submit a granted credit line valid/effective at the date of bidding.

b. (CLASS B)

➤ For Joint Venture (if applicable), any of the following:

- Valid Joint Venture Agreement (NPCSF-INFR-05)

OR

- Notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA, if awarded the contract
- Certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item/product *(For foreign bidders claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos)*

2. Technical Documents

➤ Bid Security, any one of the following:

Standard Form No: NPCSF-INFR-01

- Bid Securing Declaration (NPCSF-INFR-06c)
OR
- Cash or Cashier's/Manager's check issued by a Universal or Commercial Bank – 2% of ABC;
OR
- Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: (NPCSF-INFR-06a) - 2% of ABC;
OR
- Surety Bond callable upon demand issued by a reputable surety or insurance company (NPCSF-INFR-06b) - 5% of ABC, with
 - Certification from the Insurance Commission as authorized company to issue surety
- **Duly signed, completely filled-out and notarized Omnibus Sworn statement (Revised) (NPCSF-INFR-07), complete with the following attachments:**
 - **For Sole Proprietorship:**
 - **Special Power of Attorney**
 - **For Partnership/Corporation/Cooperative/Joint Venture:**
 - **Document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)**
- Data and Information to be submitted with the Bid/Proposal as specified in the Clause TS-___ of Section VI - Technical Specifications (if any or if applicable)
- Complete eligibility documents of the proposed subcontractor, if any

B. THE 2ND ENVELOPE (FINANCIAL COMPONENT) SHALL CONTAIN THE FOLLOWING:

- Duly signed Bid Letter indicating the total bid amount in accordance with the prescribed form (NPCSF-INFR-08)
- Duly signed and completely filled-out Schedule of Requirement (Section VII) indicating the unit and total prices per item and the total amount in the prescribed Price Schedule form.
- For Domestic Bidder claiming for domestic preference:
 - Letter address to the BAC claiming for preference
 - Certification from DTI as Domestic Bidder in accordance with the prescribed forms provided

CONDITIONS:

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

Standard Form No: NPCSF-INFR-01

2. *In the case of foreign bidders, the eligibility requirements under Class “A” Documents (except for Tax Clearance) may be substituted by the appropriate equivalent documents, if any, issued by the country of the foreign bidder concerned. The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder’s country; and 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.*

These documents shall be accompanied by a Sworn Statement in a form prescribed by the GPPB stating that the documents submitted are complete and authentic copies of the original, and all statements and information provided therein are true and correct. Upon receipt of the said documents, the PhilGEPS shall process the same in accordance with the guidelines on the Government of the Philippines – Official Merchants Registry (GoP-OMR).

3. *A Bidder not submitting bid for reason that his cost estimate is higher than the ABC, is required to submit his letter of non-participation/regret supported by corresponding detailed estimates. Failure to submit the two (2) documents shall be understood as acts that tend to defeat the purpose of public bidding without valid reason as stated under Section 69.1.(i) of the revised IRR of R.A. 9184.*

Standard Form Number: NPCSF-INFR-02

List of All Ongoing Government and Private Contracts Including Contract Awarded But Not Yet Started

Business Name : _____

Business Address : _____

| Name of Contract/ Project Cost | a. Owner's Name b. Address c. Telephone Nos. | Nature of Work | Bidder's Role | | a. Date Awarded b. Date Started c. Date of Completion or Contract Duration/ Date of Delivery | Value of Outstanding Works / Undelivered Portion |
|-----------------------------------|--|----------------|---------------|---|--|--|
| | | | Description | % | | |
| <u>Government</u> | | | | | | |
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| <u>Private</u> | | | | | | |
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| | | | | | | |
| | | | | | | |
| Total Cost | | | | | | |

The bidder shall declare in this form all his on-going government and private contracts including contracts where the bidder (either as individual or as a Joint Venture) is a partner in a Joint Venture agreement other than his current joint venture where he is a partner. Non declaration will be a ground for disqualification of bid.

Note : This statement shall be supported with the following documents for all the contract(s) stated above which shall be submitted during Post-qualification:

1. Contract/Purchase Order and/or Notice of Award
2. Certification coming from the project owner/client that the performance is satisfactory as of the bidding date.

Submitted by : _____

(Printed Name & Signature)

Designation : _____

Date : _____

Standard Form Number: NPCSF-INFR-03

The Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid

Business Name : _____

Business Address : _____

| Name of Contract | a. Owner's Name b. Address c. Telephone Nos. | Nature of Work | Contractor's Role | | a. Amount at Award b. Amount at Completion c. Duration | a. Date Awarded b. Contract Effectivity c. Date Completed |
|------------------|--|----------------|-------------------|---|--|---|
| | | | Description | % | | |
| | | | | | | |

- Notes: 1. The bidder must state only one (1) Single Largest Completed Contract (SLCC) similar to the contract to be bid.
 2. Supporting documents such as Contract/Purchase Order and any of the following: Certificate of Acceptance; or Certificate of Completion; or Official Receipt (O.R); or Sales Invoice for the contract stated above shall be submitted during Bid Opening.

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

*Standard Form Number: NPCSF-INFR-04***NET FINANCIAL CONTRACTING CAPACITY (NFCC)**

- A. Summary of the Supplier's/Distributor's/Manufacturer's assets and liabilities on the basis of the income tax return and audited financial statement for the immediately preceding calendar year are:

| | | Year 20__ |
|----|---------------------------|-----------|
| 1. | Total Assets | |
| 2. | Current Assets | |
| 3. | Total Liabilities | |
| 4. | Current Liabilities | |
| 5. | Net Worth (1-3) | |
| 6. | Net Working Capital (2-4) | |

- B. The Net Financial Contracting Capacity (NFCC) based on the above data is computed as follows:

NFCC = [(Current assets minus current liabilities) x 15] minus the value of all outstanding or uncompleted portions of the projects under ongoing contracts, including awarded contracts yet to be started coinciding with the contract for this Project.

NFCC = P _____

Herewith attached is certified true copy of the audited financial statement, stamped "RECEIVED" by the BIR or BIR authorized collecting agent for the immediately preceding calendar year.

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Date : _____

Standard Form Number: NPCSF-INFR-05

JOINT VENTURE AGREEMENT**KNOW ALL MEN BY THESE PRESENTS:**

That this JOINT VENTURE AGREEMENT is entered into by and between:
_____, of legal age, (civil status) _____, authorized representative of
_____ and a resident of _____.

- and –

_____, of legal age, (civil status) _____, authorized representative of
_____ a resident of _____.

That both parties agree to join together their capital, manpower, equipment, and other resources and efforts to enable the Joint Venture to participate in the Bidding and Undertaking of the hereunder stated Contract of the **National Power Corporation**.

NAME OF PROJECT**CONTRACT AMOUNT**

That the capital contribution of each member firm:

| NAME OF FIRM | CAPITAL CONTRIBUTION |
|--------------|----------------------|
| 1. | P |
| 2. | P |

That both parties agree to be jointly and severally liable for their participation in the Bidding and Undertaking of the said contract.

That both parties agree that _____ and/or _____ shall be the Official Representative/s of the Joint Venture, and are granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the Bidding and Undertaking of the said contract, as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation.

That this Joint Venture Agreement shall remain in effect only for the above stated Contract until terminated by both parties.

Name & Signature of Authorized Representative

Official Designation

Name of Firm

Name & Signature of Authorized Representative

Official Designation

Name of Firm

Witnesses

1. _____

2. _____

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

Standard Form Number: NPCSF-INFR-06a

FORM OF BID SECURITY (BANK GUARANTEE)

WHEREAS, (Name of Bidder) (hereinafter called “the Bidder”) has submitted his bid dated (Date) for the [name of project] (hereinafter called “the Bid”).

KNOW ALL MEN by these presents that We (Name of Bank) of (Name of Country) having our registered office at _____ (hereinafter called “the Bank”) are bound unto National Power Corporation (hereinafter called “the Entity”) in the sum of [amount in words & figures as prescribed in the bidding documents] for which payment well and truly to be made to the said Entity the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are that:

- 1) if the Bidder withdraws his Bid during the period of bid validity specified in the Bidding Documents; or
- 2) if the Bidder does not accept the correction of arithmetical errors of his bid price in accordance with the Instructions to Bidder; or
- 3) if the Bidder, having determined as the LCB, fails or refuses to submit the required tax clearance, latest income and business tax returns and PhilGEPs registration certificate within the prescribed period; or
- 4) if the Bidder having been notified of the acceptance of his bid and award of contract to him by the Entity during the period of bid validity:
 - a) fails or refuses to execute the Contract; or
 - b) fails or refuses to submit the required valid JVA, if applicable; or
 - c) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

we undertake to pay to the Entity up to the above amount upon receipt of his first written demand, without the Entity having to substantiate its demand, provided that in his demand the Entity will note that the amount claimed by it is due to the occurrence of any one or combination of the four (4) conditions stated above.

The Guarantee will remain in force up to 120 days after the opening of bids or as it may be extended by the Entity, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

(Signature, Name and Address)

Standard Form Number: NPCSF-INFR-06b

FORM OF BID SECURITY (SURETY BOND)

BOND NO.: _____ DATE BOND EXECUTED: _____

By this bond, We (Name of Bidder) (hereinafter called "the Principal") and (Name of Surety) of (Name of Country of Surety), authorized to transact business in the Philippines (hereinafter called "the Surety") are held and firmly bound unto National Power Corporation (hereinafter called "the Employer") as Obligee, in the sum of (amount in words & figures as prescribed in the bidding documents), callable on demand, for the payment of which sum, well and truly to be made, we, the said Principal and Surety bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

SEALED with our seals and dated this _____ day of _____ 20 _____

WHEREAS, the Principal has submitted a written Bid to the Employer dated the _____ day of _____ 20 _____, for the _____ (hereinafter called "the Bid").

NOW, THEREFORE, the conditions of this obligation are:

- 1) if the Bidder withdraws his Bid during the period of bid validity specified in the Bidding Documents; or
- 2) if the Bidder does not accept the correction of arithmetical errors of his bid price in accordance with the Instructions to Bidder; or
- 3) if the Bidder, having determined as the LCB, fails or refuses to submit the required tax clearance, latest income and business tax returns and PhilGEPs registration certificate within the prescribed period; or
- 4) if the Bidder having been notified of the acceptance of his bid and award of contract to him by the Entity during the period of bid validity:
 - d) fails or refuses to execute the Contract; or
 - e) fails or refuses to submit the required valid JVA, if applicable; or
 - f) fails or refuses to furnish the Performance Security in accordance with the Instructions to Bidders;

then this obligation shall remain in full force and effect, otherwise it shall be null and void.

PROVIDED HOWEVER, that the Surety shall not be:

- a) liable for a greater sum than the specified penalty of this bond, nor
- b) liable for a greater sum than the difference between the amount of the said Principal's Bid and the amount of the Bid that is accepted by the Employer.

Standard Form Number: NPCSF-INFR-06b
Page 2 of 2

This Surety executing this instrument hereby agrees that its obligation shall be valid for 120 calendar days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Surety is hereby waived.

PRINCIPAL _____ SURETY _____

SIGNATURE(S) _____ SIGNATURES(S) _____

NAME(S) AND TITLE(S) _____ NAME(S) _____

SEAL _____ SEAL _____

Standard Form No: NPCSF-INFR-06c

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.**BID-SECURING DECLARATION**
SUPPLY AND DELIVERY OF LABOR, MATERIALS AND EXPERTIES FOR THE
CONSTRUCTION OF SEPTIC TANK WATER TIGHT FOR SITANGKAI DPP:
PR NO: S3-SIT25-004To: **National Power Corporation**
HC Bldg., Gov. Camins Ave. Ext.
Zamboanga CityI/We¹, 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 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 R.A. 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;
 - (c) I am/we are declared as the bidder with the Lowest Calculated and Responsive Bid, and I/we have furnished the performance security and signed the Contract.

IN WITNESS WHEREOF, I/we have hereunto set my hand this ____ day of ____
20____ at _____, Philippines._____
[Name and Signature of Bidder's Representative/
Authorized Signatory]
[Signatory's legal capacity]
Affiant**[Jurat]**

[Format shall be based on the latest Rules on Notarial Practice]

¹ Select one and delete the other. Adopt same instruction for similar terms throughout the document.

Standard Form No: NPCSF-INFR-07

Omnibus Sworn Statement (Revised)

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. 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 INFR 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

[Jurat]

[Format shall be based on the latest Rules on Notarial Practice]

Standard Form Number: NPCSF-INFR-08

CONTRACTOR'S ORGANIZATIONAL CHART FOR THE CONTRACT

Submit Copy of the Organizational Chart that the Contractor intends to use to execute the Contract if awarded to him. Indicate in the chart the names of the Project Manager, Project Engineer, Foreman and other Key Engineering Personnel.

Attach the required Proposed Organizational Chart for the Contract as stated above.

NOTES:

- 1. This organization chart should represent the "Contractor's Organization" required for the Project, and not the organizational chart of the entire firm.*
- 2. Each such nominated engineer/key personnel shall comply with and submit duly accomplished forms NPCSF-INFR-10a, NPCSF-INFR-10b and NPCSF-INFR-11.*
- 3. All these are required to be in the Technical Envelope of the Bidde*

*Standard Form Number: NPCSF-INFR-09***LIST OF KEY PERSONNEL PROPOSED TO BE ASSIGNED TO THE CONTRACT**
(Based on the Minimum Key Personnel Required in the Bidding Documents)

Business Name: _____

Business: _____

| | DESIGNATION | | | | |
|------------------------|-------------|--|--|--|--|
| 1. Name | | | | | |
| 2. Address | | | | | |
| 3. Date of Birth | | | | | |
| 4. Employed Since | | | | | |
| 5. Experience | | | | | |
| 6. Previous Employment | | | | | |
| 7. Education | | | | | |
| 8. PRC License | | | | | |
| | | | | | |

Required Attachments:

- 1. Certificate of Employment, Bio Data and Construction Safety and Health Training Certificate of the Safety Officer*
- 2. Certificate of Employment, Bio Data and valid PRC License of the (professional) personnel*

Submitted by: _____
(Printed Name & Signature)

Designation: _____

Date: _____

One of the requirements from the bidder to be included in its Technical Envelope is a list of contractor's key personnel (based on the minimum key personnel

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required in the bidding documents) to be assigned to the contract to be bid, with their complete qualification and experience data (including the key personnel signed written commitment to work for the project once awarded the contract).

Standard Form Number: NPCSF-INFR-10a

**KEY PERSONNEL'S CERTIFICATE OF EMPLOYMENT
(PROFESSIONAL PERSONNEL)**_____
Issuance Date**BIDS AND AWARDS COMMITTEE**National Power Corporation
HC Bldg., Gov. Camins Ave. Ext.
Zamboanga City

Dear Sir:

I am _____ (Name of Nominee) a Licensed _____ Engineer with Professional License
No. _____ issued on _____ (Date of Issuance) at _____ (Place of Issuance).I hereby certify that _____ (Name of Bidder) has engaged my services as _____ (Designation) for the
_____ (Name of Project) if awarded to it.

As _____ (Designation), I supervised the following completed projects similar to the contract under bidding:

| NAME OF PROJECT | OWNER | COST | DATE COMPLETED |
|-----------------|-------|-------|----------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

At present, I am supervising the following projects:

| NAME OF PROJECT | OWNER | COST | DATE COMPLETED |
|-----------------|-------|-------|----------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

In case of my separation for any reason whatsoever from the above-mentioned Contractor, I shall notify the National Power Corporation at least twenty-one (21) days before the effective date of my separation.

As _____ (Designation), I know I will have to stay in the job site all the time to supervise and manage the Contract works to the best of my ability, and aware that I am authorized to handle only one (1) contract at a time.

I do not allow the use of my name for the purpose of enabling the above-mentioned Contractor to qualify for the Contract without any firm commitment on my part to assume the post of _____ (Designation) therefor, if the contract is awarded to him since I understand that to do so will be a sufficient ground for my disqualification as _____ (Designation) in any future National Power Corporation bidding or employment with any Contractor doing business with the National Power Corporation.

(Name and Signature)
AFFIANT**[Jurat]***[Format shall be based on the latest Rules on Notarial Practice]*

One of the requirements from the bidder to be Included In Its Technical Envelope Is a list of contractor's key personnel (viz. Project Manager, Project Engineer, Construction Safety Officer, Foremen, etc), to be assigned to the contract to be bid, with their complete qualification and experience data (Including the key personnel's signed written commitment to work for the project once awarded the contract).

Standard Form Number: NPCSF-INFR-10b

**KEY PERSONNEL'S CERTIFICATE OF EMPLOYMENT
(CONSTRUCTION SAFETY AND HEALTH OFFICER)**_____
*Issuance Date***BIDS AND AWARDS COMMITTEE**National Power Corporation
HC Bldg., Gov. Camins Ave. Ext.
Zamboanga City

Dear Sir:

I am _____ *(Name of Nominee)* an Construction Safety & Health Officer with Certificate
No. _____ issued on _____ *(Date of Issuance)* at _____ *(Place of Issuance)*.I hereby certify that _____ *(Name of Bidder)* has engaged my services as Construction Safety
& Health Officer for the _____ *(Name of Project)* if awarded to it.I am the Construction Safety & Health Officer of the following completed projects similar to the
contract under bidding:

| NAME OF PROJECT | OWNER | COST | DATE COMPLETED |
|--------------------|-------|-------|----------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

At present, am the Construction Safety & Health Officer of the following projects:

| NAME OF PROJECT | OWNER | COST | DATE COMPLETED |
|--------------------|-------|-------|----------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

In case of my separation for any reason whatsoever from the above-mentioned Contractor, I
shall notify the National Power Corporation at least twenty-one (21) days before the effective date of
my separation.As Construction Safety & Health Officer, I know I will have to stay in the job site all the time to
supervise and manage the Contract works to the best of my ability, and aware that I am authorized to
handle only one (1) contract at a time.I do not allow the use of my name for the purpose of enabling the above-mentioned Contractor
to qualify for the Contract without any firm commitment on my part to assume the post Construction
Safety & Health Officer therefor, if the contract is awarded to him since I understand that to do so will
be a sufficient ground for my disqualification as Construction Safety & Health Officer in any future
National Power Corporation bidding or employment with any Contractor doing business with the
National Power Corporation._____
(Name and Signature)
AFFIANT**[Jurat]***[Format shall be based on the latest Rules on Notarial Practice]*

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This should cover the past ten (10) years of experience. (Attached as many pages as necessary to show involvement of personnel in projects using the format below).

One of the requirements from the bidder to be Included In Its Technical Envelope is a list of contractor's key personnel (viz. Project Manager, Project Engineer, Construction Safety Officer, Foremen, etc), to be assigned to the contract to be bid, with their complete qualification and experience data (Including the key personnel's signed written commitment to work for the project once awarded the contract).

Standard Form Number: NPCSF-INFR-11

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1. Name : _____
2. Name and Address of Owner : _____
3. Name and Address of the
Owner's Engineer
(Consultant) : _____
4. Indicate the Features of Project : _____
(particulars of the project
components and any other
particular interest connected with
the project)
5. Contract Amount Expressed in : _____
Philippine Currency
6. Position : _____
7. Structures for which the : _____
employee was responsible
8. Assignment Period : _____
_____ Year from: _____ (months) _____ (year)
to: _____ (months) _____ (year)

Name and Signature of Employee

It is hereby certified that the above personnel can be assigned to this project, if the contract is awarded to our company.

(Place and Date)

(The Authorized Representative)

One of the requirements from the bidder to be Included In Its Technical Envelope is a list of contractor's key personnel (viz. Project Manager, Project Engineer, Construction Safety Officer, Foremen, etc), to be assigned to the contract to be bid, with their complete qualification and experience data (Including the key personnel's signed written commitment to work for the project once awarded the contract).

Standard Form Number NPCSF-INFR-12

LIST OF EQUIPMENT, OWNED OR LEASED AND/OR UNDER PURCHASE AGREEMENT
(Based on the Minimum Equipment Required in the Bidding Documented)Business Name: _____
Business: _____

| Description | Model/Year | Capacity/ Performance / Size | Plate No. | Motor No. / Body No. | Location | Condition | Proof of Ownership / Lessor or Vendor |
|-----------------------------|------------|---------------------------------|-----------|-------------------------|----------|-----------|--|
| A. Owned | | | | | | | |
| i. | | | | | | | |
| ii. | | | | | | | |
| iii. | | | | | | | |
| iv. | | | | | | | |
| v. | | | | | | | |
| B. Leased | | | | | | | |
| i. | | | | | | | |
| ii. | | | | | | | |
| iii. | | | | | | | |
| iv. | | | | | | | |
| v. | | | | | | | |
| C. Under Purchase Agreement | | | | | | | |
| i. | | | | | | | |
| ii. | | | | | | | |
| iii. | | | | | | | |
| iv. | | | | | | | |
| v. | | | | | | | |

Submitted by: _____

(Printed Name & Signature)

Designation: _____

Date: _____

BID DOCUMENTS

SUPPLY OF LABOR, MATERIALS, TOOLS AND
EQUIPMENT FOR THE CONSTRUCTION OF WORKSHOP
AND WAREHOUSE OF PILAS DPP

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One of the requirements from the bidder to be included in Us Technical Envelope is the list of its equipment units pledged for the contract to be bid, based on minimum equipment required in the bidding docs, which are owned (supported by proof/s of ownership), leased, and/or under purchase agreements (with corresponding engine numbers, chassis numbers and/or serial numbers), supported by certification of availability of equipment from the equipment lessor/vendor for the duration of the project

Standard Form No: NPCSF-INFR-13

BID LETTER

Date: _____

To: **BIDS AND AWARDS COMMITTEE**
National Power Corporation
HC Bldg., Gov. Camins Ave. Ext.
Zamboanga City

We, the undersigned, declare that:

- (a) We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract **SUPPLY AND DELIVERY OF LABOR, MATERIALS AND EXPERTIES FOR CONSTRUCTION OF SEPTIC TANK WATER TIGHT FOR SITANGKAI DPP (S3-SIT25-004)**.
- (b) We offer to execute the Works for this Contract in accordance with the Bid Documents, Technical Specifications, General and Special Conditions of Contract accompanying this Bid.

The total price of our Bid, excluding any discounts offered below is: (insert information)The discounts offered and the methodology for their application are: (insert information)

- (c) Our Bid shall be valid for a period of (insert number) days from the date fixed for the Bid submission deadline in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period:
- (d) 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:
- (e) Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the following eligible countries: (insert information) ;
- (f) 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;
- (g) Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, has not been declared ineligible by the Funding Source;
- (h) 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
- (i) We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.

- (j) 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 **SUPPLY AND DELIVERY OF LABOR, MATERIALS AND EXPERTIES FOR THE CONSTRUCTION OF SEPTIC TANK WATER TIGHT FOR SITANGKAI DPP** of the National Power Corporation.
- (k) We acknowledge that failure to sign each and every page of this Bid Letter, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name: _____

In the Capacity of: _____

Signed: _____

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

Date: _____

Standard Form No.: NPCSF-INFR-14

DETAILED COST ESTIMATE FORM

Name of Bidder : _____

[illegible]

Name, Signature of Authorized Representative

Designation

*Standard Form No.: NPCSF-INFR-15***SUMMARY SHEETS OF MATERIALS PRICES, LABOR RATES
AND EQUIPMENT RENTAL RATES****Name of Bidder:****I. Unit Prices of Materials**

| Materials Description | Unit | Unit Price |
|-----------------------|------|------------|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |

II. Manpower Hourly Rates

| Designation | Rate/Hr. |
|-------------|----------|
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |

III. Equipment Hourly Rental Rates

| Designation | Rate/Hr. |
|-------------|----------|
| 1. | |
| 2. | |
| 3. | |
| 4. | |
| 5. | |
| 6. | |
| 7. | |

Name, Signature of Authorized Representative_____
Designation

Bank Guarantee Form for Advance Payment

To: **BIDS AND AWARDS COMMITTEE**
National Power Corporation
HC Bldg., Gov. Camins Ave. Ext.
Zamboanga City

[name of Contract]

Gentlemen and/or Ladies:

In accordance with the Advance Payment Provision, of the General Conditions of Contract, [name and address of Supplier] (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of [amount of guarantee in figures and words].

We, the [name of the universal/commercial bank], as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding [amount of guarantee in figures and words].

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date the advance payment is received by the Supplier under the Contract and until the INFR are accepted by the PROCURING ENTITY.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

CERTIFICATION AS A DOMESTIC BIDDER

This is to certify that based on the records of this office, (Name of Bidder) is
duly registered with the DTI on _____.

This further certifies that the articles forming part of the product of (Name of Bidder)
which are/is (Specify) _____ are substantially composed of
articles, materials, or supplies grown, produced or manufactured in the Philippines. (Please
encircle the applicable description/s).

This certification is issued upon the request of (Name of Person/Entity) in
connection with his intention to participate in the bidding for the (Name of Project)
of the National Power Corporation (NPC).

Given this ____ day of _____ 20__ at _____, Philippines

Name

Position

Department of Trade & Industry