

REPUBLIC OF THE PHILIPPINES NATIONAL POWER CORPORATION

(Pambansang Korporasyon sa Elektrisidad)

BID DOCUMENTS

Name of Project : REHABILITATION OF MOORING FACILITY FOR

POWER BARGE 106 AT ROMBLON, ROMBLON

Project Location: ROMBLON PORT, ROMBLON, ROMBLON

Specs No. : LuzP20Z1125Sr | S1 - 80622 - 004 (PB2)

Contents:

Section I - Invitation to Bid

Section II - Instructions To Bidders

Section III - Bid Data Sheet

Section IV - General Conditions of Contract
Section V - Special Conditions of Contract

Section VI - Technical Specifications

General Works

Civil Works

Section VII - Bill of Quantities

Section VIII - Bidding Forms

Section IX - Bid Drawings

Design and Development Department



LuzP20Z1125Sr

SECTION I

INVITATION TO BID



National Power Corporation INVITATION TO BID PUBLIC BIDDING – BCS 2022-0247

The NATIONAL POWER CORPORATION (NPC), through its approved Corporate Budget
of CY 2022 intends to apply the sum of (Please see schedule below) being the Approved Budget
for the Contract (ABC) to payments under the contract. Bids received in excess of the ABC shall be
automatically rejected at Bid opening.

PR Nos./PB Ref No. & Description	Similar Contracts	Pre-bid Conference	Bid Submission / Opening	ABC/ Amt. Bid Docs	
S1-KAB22-001 / PB220525-JC Supply and Delivery of Mechanical Spare Parts for 1 x 260kW Dale Perkins Model 2006-TAG and 1 x 163kW Dale Perkins Model 2006-TG1 of Kabugao DPP	Supply and Delivery of Diesel Generating Sets or Mechanical and/or Electrical Parts / Components / Equipment for Diesel Generating Sets	13 May 2022 9:30 A.M	25 May 2022 9:30 A.M	₽ 3,164,200. ₽ 5,000.00	00 /
S1-CAS22-006 / PB220425-JD00122 (PB2) Rehabilitation of Elevated Water Tank and Cistern Including Pump and Associated Piping at Casiguran DPP, Casiguran, Aurora PCAB License: License Category of at least "Category D - General Building" and registration classification of at least "Small B - Building and Industrial Plant"	Water supply / piping projects	13 May 2022 9:30 A.M	25 May 2022 9:30 A.M	₽ 1,423,000.0 ₽ 5,000.00	00 /
S1-B0622-004 / PB220425-JD00123 (PB2) Rehabilitation of Mooring Facility for Power Barge 106 at Romblon, Romblon PCAB License: License Category of at least "Category of at least "Category D – General Engineering" and registration classification of at least "Small B – Port, Harbor or Offshore Engineering"	Construction / rehabilitation of mooring facilities, port, terminal or loading / unloading jetty	13 May 2022 9:30 A.M	25 May 2022 9:30 A.M	₽ 4,744,000.0 ₽ 5,000.00	00 /

				10 Bid - BCS 2022-0247
S1-CTL22-001 / PB220118-JD00124 (PB2) Supply and Delivery of Various Steel Poles & Line Hardware at Catanduanes 69kV T/L & S/S	Hardware's and	13 May 2022	25 May 2022 9:30 A.M	P 1,843,000.00 / P 5,000.00
S1-CUY22-001 / PB220427-NA (PB2) Lease of 1.5 MW Modular Diesel Gensets for Cuyo DPP, Brgy. Suba, Cuyo, Palawan	Lease of Modular Diesel Generating Sets or Operation and Maintenance (O & M) of Diesel Generating Sets	13 May 2022	25 May 2022 9:30 A.M	P 28,374,500.00 / P 25,000.00
S3-DIN22-008 / PB220525-NA Lease of 3.5 MW Modular Diesel Gensets for Dinagat DPP, Dinagat Island, Surigao Del Norte	Lease of Modular Diesel Generating Sets or Operation and Maintenance (O & M) of Diesel Generating Sets	13 May	25 May 2022 9:30 A.M	P 47,140,000.00 / P 25,000.00
HO-PMD22-005 / PB220427-NA00076 (PB2) Supply, Delivery, Installation and Testing of Nationwide Intensification of Household Electrification for Samar Areas (Ilijan DPP, Takut DPP and Libucan DPP)	Supply, delivery, installation and testing of household connection / electrification materials	13 May 2022 9:30 A.M	25May 2022 9:30 A.M	P 3,072,000.00 / P 5,000.00
Electrification of New Areas in Bangsamoro-Basilan	Supply, Delivery, Installation, Test and Commissioning or Construction of Power Facilities, Installation, Test and Commissioning of Diesel Generating Set/s with at least one-unit capacity of 40kW Prime or Continuous Power with Power Transformer/s of at least 50kVA rating	13 May 2022 9:30 A.M	26 May 2022 9:30 A.M	P 39,809,300.00 / P 25,000.00

		···	. — — —		<u> </u>
HO-PIB22-006 / PB220427-HG00079 (PB2) Supply, Delivery, Installation, Test and Commissioning of 2 x 100kW (for Guinawayan DPP) and 2 x 80kW (for Nabuctot DPP) Diesel Gensets and Associated Electrical Equipment under Package 14-A	Commissioning of Diesel Generating Set/s with at least one-unit canacity of	13 May 2022 9:30 A.M	26 May 2022 9:30 A.M	₽ 21,342,04 ₽ 25,000.00	
SO-OPD22-010 / PB220427-HG00080 (PB2) Supply, Delivery, Installation, Test & Commissioning of 2 x 100 kW (for Costa Rica DPP) and 1 x 60 kW (for Lunang DPP) Modular Diesel Gensets and Associated Electrical Equipment under Package 20-A	Supply, Delivery, Installation, Test and Commissioning or Construction of Power Facilities, Installation, Test and Commissioning of Diesel Generating Set/s with at least one-unit capacity of 60kW Prime or Continuous Power with Power Transformer/s of at least 75kVA rating	13 May 2022 9:30 A.M	26 May 2022 9:30 A.M	₽ 17,729,200 ₽ 25,000.00	0.00 /
Venue: Kañ	ao Function Room, NPC	Bldg. Diliman	, Quezon City		

2. The NPC now invites bids for Items listed above. Delivery of the Goods is required (see table below) specified in the Technical Specifications. Bidders should have completed, within (see table below) 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. (Instruction to Bidders).

PR No/s. / PB Ref No/s.	Delivery Period / Contract Duration	Relevant Period of SLCC reckoned from the date of submission & receipt of bids
S1-KAB22-001	Ninety (90) Calendar Days	Ten (10) Years
S1-CAS22-006	One Hundred Twenty (120) Calendar Days	-
S1-B0622-004	Sixty (60) Calendar Days	
S1-CTL22-001	Sixty (60) Calendar Days	Ten (10) Years
S1-CUY22-001	Twelve (12) Months - Maximum Six (6) Months - Minimum	Ten (10) Years
S3-DIN22-008	Twelve (12) Months – Maximum Six (6) Months – Minimum	Ten (10) Years

HO-PMD22-005	Sixty (60) Calendar Days	-
S4-PIC22-036	Three (300) Calendar Days	Fifteen (15) Years
HO-PIB22-006	Two Hundred Forty (240) Calendar Days	Fifteen (15) Years
SO-OPD22-010	Two Hundred Forty (240) Calendar Days	Fifteen (15) Years

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.

- 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 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. <u>Bidding fee may be refunded in accordance with the guidelines based on the grounds provided under Section 41 of R.A. 9184 and its Revised IRR.</u>
- 6. The National Power Corporation will hold Pre-Bid Conference (see table above) and/or through video conferencing or webcasting which shall be open to prospective bidders.

Only registered bidder/s shall be allowed to participate for the conduct of virtual pre-bid conference. **Unregistered bidders** may attend the Pre-Bid Conference at the Kañao Room, NPC subject to the following:

- a. Only a maximum of two (2) representatives from each bidder / company shall be allowed to participate during the virtual pre-bid conference.
- b. A "No Face mask / No Entry" policy shall be implemented in the NPC premises. Face mask shall be 3-ply surgical or KN95 mask type.
- c. The requirements herein stated including the medium of submission shall be subject to GPPB Resolution No. 09-2020 dated 07 May 2020
- d. The Guidelines on the Implementation of Early Procurement Activities (EPA) shall be subject to GPPB Circular No. 06-2019 dated 17 July 2019
- 7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below; (ii) online or electronic submission before the specified time stated in the table above for opening of bids. Late bids shall not be accepted.
- 8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
- Bid opening shall be on Kañao Function Room, NPC Head Office, Diliman, Quezon City and/or via online platform to be announced by NPC. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. 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 R.A. No. 9184, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

Bids and Contracts Services Division, Logistics Department

BIR Road cor. Quezon Avenue

Diliman, Quezon City

Tel Nos.: 8924-5211 and 8921-3541 local 5611 / 5504 / 5361

Fax No.: 8922-1622

Email: bcsd@napocor.gov.ph / bcsd_napocor@yahoo.com

12. You may visit the following websites:

For downloading of Bidding Documents: https://www.napocor.gov.ph/bcsd/bids.php

Vice President, Power Engineering Services and Chairman, Bids and Awards Committee

SECTION II

INSTRUCTIONS TO BIDDERS



LuzP20Z1125Sr

SECTION II - INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

CLAUS	SE NO.	TITLE	PAGE NO.
1.	SCOPE OF BID	***************************************	
2.	FUNDING INFORMA	ATION	
3.	BIDDING REQUIRE	MENTS	
4.	CORRUPT, FRAUDI	JLENT, COLLUSIVE, COERCIVE,	AND OBSTRUCTIVE 1
5.		***************************************	
6.		ATED GOODS	
7.			
8.		NCE	
9.	CLARIFICATION AN	ID AMENDMENT OF BIDDING DO	OCUMENTS 2
10.	DOCUMENTS COMI	PRISING THE BID: ELIGIBILITY A	ND TECHNICAL
11.		PRISING THE BID: FINANCIAL CO	
12.	ALTERNATIVE BIDS	S	
13.	BID PRICES	***************************************	
14.		CURRENCIES	
15.		***************************************	
16.		KING OF BIDS	
17.		BMISSION OF BIDS	
18.	OPENING AND PRE	LIMINARY EXAMINATION OF BII	DS 4
19.	DETAILED EVALUA	TION AND COMPARISON OF BIL	DS 5
20.	POST QUALIFICATI	ON	5
21.	SIGNING OF THE CO	ONTRACT	5

SECTION II - INSTRUCTIONS TO BIDDERS

1. Scope of Bid

NPC invites Bids for the REHABILITATION OF MOORING FACILITY FOR POWER BARGE 106 AT ROMBLON, ROMBLON, with Project Identification Number LuzP20Z1125Sr.

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

2. Funding Information

The GOP through the source of funding as indicated below for CY 2022 in the amount of specified in the Invitation to Bid. The source of funding is the proposed Corporate Operating Budget of the National Power Corporation (NPC).

3. Bidding Requirements

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

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

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

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

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. The Bidder must have an experience of having completed a Single Largest Completed Contract (SLCC) that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC adjusted, if necessary, by the Bidder to



current prices using the PSA's CPI, except under conditions provided for in Section 23.4.2.4 of the 2016 revised IRR of RA No. 9184.

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

- 5.3. For Foreign-funded Procurement, the Procuring Entity and the foreign government/foreign or international financing institution may agree on another track record requirement, as specified in the Bidding Document prepared for this purpose.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4,2 of the 2016 IRR of RA No. 9184.

6. Origin of Associated Goods

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

7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than fifty percent (50%) of the Project.
- 7.1. The Bidder must submit together with its Bid the documentary requirements of the subcontractor(s) complying with the eligibility criterial 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.
- 7.2. 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 1B.

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 Form NPCSF-INFR-01 - Checklist of Technical and Financial Documents, Section VIII - Bidding Forms.



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

11. Documents Comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in Form NPCSF-INFR-01 Checklist of Technical and Financial Documents, Section VIII Bidding Forms.
- 11.2. Any bid exceeding the ABC indicated in paragraph 1 of the IB shall not be accepted.
- 11.3. For Foreign-funded procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Alternative Bids

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

13. Bid Prices

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



14. Bid and Payment Currencies

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

15. Bid Security

- 15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the BDS, which shall be not less than the percentage of the ABC in accordance with the schedule in the BDS.
- 15.2. The Bid and bid security shall be valid until One Hundred Twenty (120) calendar days from 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.

16. Sealing and Marking of Bids

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

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

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

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

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

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

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



19. Detailed Evaluation and Comparison of Bids

- The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "passed" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.
- If the Project allows partial bids, all Bids and combinations of Bids as indicated in the BDS shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by ITB Clause 15 shall be submitted for each contract (lot) separately.
- 19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

20. Post Qualification

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

21. Signing of the Contract

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



SECTION III

BID DATA SHEET

SECTION III - BID DATA SHEET

ITB Clause	
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall contracts and/or projects involving construction/rehabilitation of mooring facilities, port, terminal or loadin/unloading jetty.
	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.
7.1	Only a maximum of fifty percent (50%) of the Works may be subcontracted. All Subcontractors must be approved by NPC.
10.1	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:
	Contract/Purchase Order and/or Notice of Award
	Certification coming from the project owner/client that the performance is satisfactory as of the bidding date.
	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.
	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:
	Contract/Purchase Order
	 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.
10.3	The required License issued by the Philippine Contractors Accreditation Board (PCAB): License Category of at least "CATEGORY D – GENERAL ENGINEERING" and registration classification of at least SMALL B – PORT, HARBOR OR OFFSHORE ENGINEERING".

LuzP20Z1125Sr

10.4	The list of key personnel shall include the following minimum requirements:
	a. One (1) Project/Site Engineer
	Registered Civil Engineer who had supervised at least a project similar in nature as to the type of the proposed project within the last 10 years. Must have 3 years professional as Civil Engineer on similar project
	b. One (1) Safety Officer 2
	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)
	Valid Professional Regulations Commission (PRC) license for professional personnel, Construction Safety and Health Training Certificate from OSHC/STOs accredited by DOLE for the Safety Officer, shall be submitted and included as an attachment in the Standard Form NPCSF-INFR-09: List of Key Personnel Proposed to be Assign to the Contract.
	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.
10.5	The list of construction equipment (owned or leased) shall include the following minimum requirements:
	a. Pile Driving Equipment (Barge Mounted) complete with 4.5 ton ram weight, 25 ton drop hammer and 40-50ton capacity crane b. Deck Barge (800 to 1000DWT) c. Welding Machine (at least 500 Amp) d. Portable Generator e. Oxy-acetylene Cutting Outfit f. Cargo Truck c. Service Vehicle - 1 unit
10.6	Bidders shall also submit the following requirements in their first envelope, Eligibility and Technical Component of their bid: 1. Complete eligibility documents of the proposed sub-contractor, if any
10.7	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.
12	No further instructions
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: 1. The amount of not less than 2% of ABC, if bid security is in cash,
	cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;



LuzP20Z1125Sr

	2. The amount of not less than 5% of ABC if bid security is in Surety Bond.
19.2	Partial Bid is not allowed. The project is grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.
20	 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);
	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.
	c. The licenses and permits relevant to the Project and the corresponding law requiring it as specified in the Technical Specifications, if any.
21	The following documents shall form part of the contract:
	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



SECTION IV – GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS

CLAUS	<u>E NO.</u>	<u>TITLE</u>	PAGE NO.
1.	SCOPE OF CONTRA	ACT	
2.	SECTIONAL COMP	LETION OF WORKS	
3.	POSSESSION OF S	ITE	
4.		R'S OBLIGATIONS	
5.		CURITY	
6.		ON REPORTS	
7.		*************************************	
8.		CONTRACTOR	
9.		OTHER CAUSES	
10.		********************************	
11.		RK	
12.		SPECTIONS AND AUDITS	
13.		IT	
14.		NTS	
15.		AINTENANCE MANUALS	

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

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

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



5. Performance Security

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

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

Subject to the guidelines on Variation Order in Annex "E" of the 2016 revised IRR of RA No. 9184, and if applicable as indicated in the SCC, the Dayworks rates in the Contractor's Bid shall be used for small additional amounts of work only when the



Procuring Entity's Representative has given written instructions in advance for additional work to be paid for in that way.

11. Program of Work

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

12. Instructions, Inspections and Audits

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

13. Advance Payment

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

14. Progress Payments

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

15. Operating and Maintenance Manuals

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



SECTION V

SPECIAL CONDITIONS OF CONTRACT

SECTION V - SPECIAL CONDITIONS OF CONTRACT

GCC Clause	
2	Sectional completion is not specified.
4	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:
	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.
	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:
	 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;
	Suspend payment of the portion of work under question;
	Correct the situation by employing 3 rd party and charge all expenses incurred to the Contractor's collectibles/securities; and
:	Report the condition to the Bureau of Working Conditions of the DOLE for their appropriate action.
	b. The Contractor shall be responsible for the strict compliance with the provision of the Philippine Laws affecting labor and operation of Work 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.
	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.
	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 imposed by the Department of Environment and Natural Resources (DENR) arising from non- compliance of the requirements thereof.

	In case of surety bond, any extension of the contract duration or delivery period granted to the CONTRACTOR shall be considered.
	2. The bond shall remain valid and effective until the duration of the contract (should be specific date reckoned from the contract effectivity) plus sixty (60) days after NPC's acceptance of the last delivery/final acceptance of the project.
	 i. Company Name ii. Correct amount of the Bond iii. Contract/Purchase Order Reference Number iv. Purpose of the Bond: "To guarantee the faithful performance of the Principal's obligation to undertake (Contract/Purchase Order Description) in accordance with the terms and conditions of (Contract No. & Schedule/Purchase Order No.) entered into by the parties."
5	The following must be indicated in the performance bond to be posted by the Contractor:
4.1	NPC shall give access to the Site for the Contractor to commence and proceed with the works on the start date. The access to the site referred herein shall not be exclusive to the Contractor but only to enable him to execute the Work.
	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.
	g. 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.
	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.
	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

	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. 4. Other required conditions in addition to the standard policy terms issued by the Bonding Company: 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	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. 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.			
	In case of other structures, such as Bailey and wooden bridges, shallow wells, spring developments, and other similar structures: Two (2) years.			
10	No dayworks are applicable to the contract.			
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within Ten (10) calendar days of delivery of the Notice of Award/Letter of Acceptance.			
11.2	The period between Program of Work updates is Thirty (30) calendar days. The amount to be withheld for late submission of an updated Program of Work is One percent (1%) of contract amount.			

12	During contract implementation, the Procuring Entity shall conduct Constructors Performance Evaluation in accordance with Section 13, Annex E of the Revised Implementing Rules and Regulation of R.A. 9184 using the NPC Constructors Performance Evaluation System (CPES) Guidelines.
,	CPES ratings shall be used for the following purposes: a) eligibility screening/post-qualification; b) awarding of contracts; c) project monitoring & control; d) issuance of Certificate of Completion; and in adopting measures to further improve performance of contractors in the prosecution of government projects.
	Qualified Constructors Performance Evaluators (CPE) shall conduct project evaluation as follows:
	(a) During Construction - Except for those projects with a duration of 90 calendar days and below which may be subjected to at least one (1) visit, all projects shall be subjected to a minimum of two (2) evaluations to be performed by the CPE. The number of evaluations beyond the prescribed minimum shall be determined by the CPES-Implementing Unit based on the size, nature and complexity of the project and shall be subject to approval by the proper authorities within the agency. The first evaluation shall be performed when the project is at least thirty percent (30%) physically complete or as maybe required by the CPES-IU using the S-curve or other appropriate means to determine whether there is substantial work completed for evaluation.
	(b) Upon Completion - only one evaluation shall be performed by the CPE right after the Project Implementation Group reports one hundred percent (100%) completion of the project.
13	The maximum amount of advance payment is fifteen percent (15%) of the Contract Price and paid in lump sum.
14	No further instructions.
15.1	The date by which "as built" drawings and operating and maintenance manuals are required is within thirty (30) calendar days after completion of contract.
15.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is Five percent (5%) of contract amount.

SECTION VI TECHNICAL SPECIFICATIONS FOR GENERAL WORKS



PART 1 - TECHNICAL SPECIFICATIONS GW - GENERAL WORKS

TABLE OF CONTENTS

<u>CLAUSE N</u>	NO. TITLE	PAGE NO
GW-1.0	PROJECT HIGHLIGHTS	1
GW-1.1	General	1
GW-1.2	Project Location	1
GW-1.3	Scope of Work	1
GW-1.4	Contract Period	2
GW-1.5	Contractor's Classification	2
GW-1.6	Minimum Required Personnel	2
GW-1.7	Minimum Required Construction Equipment	3
GW-2.0	GENERAL REQUIREMENTS	3
GW-2.1	Language and System of Measurement	3
GW-2.2	Correspondence	3
GW-2.3	Contractor's Organization and Personnel	
	GW-2.3.1 Organization	
0141.0.4	GW-2.3.2 Personnel/Key Positions	
GW-2.4	Planning and Scheduling	
	GW-2.4.2 Format and Presentation	
	GW-2.4.3 Progress Monitoring Principle and System	
	GW-2.4.4 Meetings	
	GW-2.4.5 Reports	
GW-2.5	Documents to be Prepared by the Contractor	
	GW-2.5.1 GeneralGW-2.5.2 Detailed Drawings, Design and Specifications	
	GW-2.5.3 Design Calculation and Final Design Data	
	GW-2.5.4 Critical Path Network and Time Bar Diagram	
	GW-2.5.5 Catalogue Cuts, Illustrations, Etc.	8
	GW-2.5.6 Final / As-Built Drawings	
	GW-2.5.7 Presentation/Submission of Documents	8
GW-3.0	MATERIALS AND EQUIPMENT	9
GW-3.1	General	
GW-3.2	Codes and Standards	10
GW-3.3	Test of Materials	10
GW-3.4	Tropical Serviceability	
	GW-3.4.1 General	
	GW-3.4.2 Metals	
GW-3.5	Workmanship	11
GW-4.0	DESIGN AND CONSTRUCTION CONDITIONS	
GW-4.1	Acknowledgement to Site Conditions	11

SECTION V	/1 ~ TECHNICAL SPECIFICATIONS	LUZP2UZ11Z5S
GW-4.2	Site Conditions	
GW-4.3	Earthquake and Wind Design Requirements	12
GW-4.4	Sound Control	
GW-5.0	DRAWINGS	
GW-5.1	Drawings Contained in the Tender Document	13
GW-5.2	Contractor/Manufacturer Drawings	
	GW-5.2.1 General	13
	GW-5.2.2 As-Built Drawings	
	GW-5.2.3 Processing of Drawings	
	GW-5.2.4 Documents for NPC's Records	15
GW-6.0	INSPECTION AND TESTS	16
GW-6.1	General	16
GW-6.2	Inspection/Tests at Contractor's Premises	16
GW-6.3	Tests Failures	17
GW-6.4	Test Reports/Certificates	17
GW-7.0	QUALITY ASSURANCE REQUIREMENTS	18
GW-7.1	General	18
GW-7.2	Quality Assurance Program	
GW-7.3	Quality Plan	
GW-7.4	Records	
GW-7.5	Reporting and Corrective Action	
GW-8.0	CERTIFICATE OF COMPLETION AND ACCEPTANCE	
GW-9.0	GUARANTEE	19



PART 1 - TECHNICAL SPECIFICATIONS

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 REHABILITATION OF MOORING FACILITY FOR PB-106 AT ROMBLON, ROMBLON.

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 the existing mooring facility at Romblon, Romblon.

GW-1.3 Scope of Work

The works and services to be performed by the Contractor for this undertaking shall essentially consist of, but not limited to the following:

- a.) Mobilization / establishment of Contractor's complete construction camp and other facilities;
- b.) Removal and proper disposal of damaged fender;
- c.) Hauling of existing wood poles (to serve as wood piles) from the NPC Stockyard at Sablayan, Occidental Mindoro to project site at existing mooring facility at Romblon, Romblon;
- d.) Driving, cutting and splicing of wood piles for the proposed breasting structures:
- e.) Pile clustering / lashing with wire ropes of 12 mm diameter; installation of U-bolts 12mm diameter.
- f.) Installation of rubber fender system, including yakal timber bulkhead, used rubber tires with 1.80 m diameter, 20mm diameter splice bolts, 12mm diameter galvanized chain and 12 mm diameter eye bolts with shackles.;
- g.) Secure all necessary permits and payment of fees;



h.) Demobilization including clearing of the site/demolition of Contractor's camp facilities;

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 five (5) 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 a valid Philippine Contractors Accreditation Board (PCAB) license of at least Category D – General Engineering with inter-agency classification of at least Small B – Port, Harbor or Offshore Engineering.

The Contractor must have undertaken similar contracts and/or projects involving construction of mooring facility, port terminal or loading/unloading jetty.

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 2

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).

Valid Professional Regulations Commission (PRC) license for professional personnel. Construction Safety and Health Training Certificate from OSHC/STOs accredited by DOLE for the Safety Officer, shall be submitted and included as an attachment in the Standard Form NPCSF-INFR-09 List of Key Personnel Proposed to be Assign to the Contract.

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. Pile Driving Equipment (Barge Mounted)	
complete with 4.5 ton ram weight, 25 ton drop	
hammer and 40-50ton capacity crane	- 1 unit
b. Deck Barge (800 to 1000DWT)	- 1 unit
c. Welding Machine (500 Amp).	- 1 unit
d. Portable Generator	- 1 unit
e. Oxy-acetylene Cutting Outfit	- 1 unit
f. Cargo Truck	- 1 unit
g. Service Vehicle	- 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:

The Manager, Project Management Department
National Power Corporation
BIR Road corner Quezon Avenue,
Diliman, Quezon 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 and 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 pertain 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 key 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) 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. <u>Design Review Meetings</u>

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, thereupon, 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., support structures of various electrical/mechanical equipment, components, 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)
- Detailed manufacturing/fabrication drawings showing: 1) detailed dimensions; 2) tolerances; 3) materials; and 4) nameplate diagrams
- 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 submit the Critical Path Network and Time Bar Diagram 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



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

The Contractor shall furnish NPC a complete set of original copies of all drawings as finally approved and built – together with the electronic or soft copies of the said drawings in CDs, DVDs or other media types, and in format acceptable to NPC.

For all approved drawings with no subsequent revisions, the reproducible copies earlier furnished may be considered part of this set.

NPC will not release the final payment and the performance security until the foregoing conditions have been fulfilled.

GW-2.5.7 Presentation/Submission of Documents

The foregoing drawings and documents shall be submitted to NPC for approval.

in submitting the required documents, the Contractor must take into account the following:

- (a) Metric units shall be used in all documents, correspondence, technical schedules and drawings.
- (b) All drawings and copies thereof shall be submitted in five (5) sets, on A-3 size white paper and with black print unless otherwise agreed upon.
- (c) All drawings and similar documents shall be provided with clear space (approximately 80 mm x 50 mm) above the title block for NPC's stamping of "Approved" or "Approved With Corrections Indicated" or "Returned for Correction" that are defined as follows:
 - "Approved" or "A" mark authorizes the Contractor to proceed with the Work as indicated
 - "Approved with Corrections Indicated" or "AWCI" mark authorizes the Contractor to proceed with the Work with due consideration of the notes and/or comments/corrections indicated therein and re-submit the drawings, specifications or designs for subsequent approval
 - "Returned for Correction" or "RFC" mark requires the Contractor to make the corrections indicated and re-submit



the corresponding drawings, specifications or designs for approval before commencing the Work indicated.

(d) All other documents shall be similarly submitted in five (5) sets and in book bound form (or securely fastened).

Approval of the Contractor's drawings and other technical documents shall not be construed as the Contractor's relief of its obligations to meet all the requirements of this specification.

When revised drawings or drawings which have been returned to the Contractor marked "Approved with Corrections Indicated" or "Returned for Correction" are re-submitted for approval, the revision block shall be completed with the description and date of revision and the appropriate revision letter or numeral which shall be clearly indicated adjacent to the revision or modification which requires approval.

No revision affecting the design shall be made after a drawing has been "Approved" without re-submitting the drawings suitably revised for formal approval.

NPC will complete the review and approval of the Contractor's drawings within twenty (20) calendar days from the receipt of the respective documents at NPC's office mandated to act on those submittals. If within the same period, the Contractor has not received any response from NPC to that regard, the Contractor may proceed with the design and manufacture of equipment, materials or assemblies as if the drawings have been approved. The Contractor, however, is referred to the provision stated above regarding NPC approval of Contractor's drawings.

GW-3.0 MATERIALS AND 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:

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

The conditions enumerated below generally apply to the site under consideration in this contract, unless otherwise specifically indicated in relevant section(s) in the technical specification.

Elevation above sea level : 0 to 500 m

Ambient temperature : 25 – 40°C

Barometric pressure : 760 mm Hg

% Relative humidity : up to 100%

Design for seismic loads : Seismic zone factor 0.4

Maximum wind velocity : 270 km/hr

The prevailing atmospheric condition at site is generally warm and humid.

GW-4.3 Earthquake and Wind Design Requirements

The structures and equipment may be subjected to both horizontal and vertical seismically induced acceleration of 0.40 g or more, depending on:

- a) Natural period and mode of vibration;
- b) Damping (inherent or specifically provided);
- c) Manner of failure (ductile or brittle); and
- d) Location (at ground level or at a higher level).

The structures and equipment required under this contract shall meet the seismic design requirement for earthquake conditions.

It is evident from the design response spectra that the degree of response varies markedly with the period of vibration. It is essential, therefore, that all structures and equipment which has modes of vibration or components with a natural period longer than 0.1 seconds be identified.

Provision shall be made for seismic movement by providing seismic movement joints between components that are interconnected and may have different vibratory characteristics. These joints shall be capable of withstanding the sum of the maximum deflection of each component resulting from a design earthquake.

The structures and equipment under this contract shall meet the requirements for a basic wind speed of not less than 270 km/hr gust, unless otherwise specifically indicated in relevant sections of the specifications.

The wind load shall be based on latest edition of NSCP.

GW-4.4 Sound Control

The Contractor shall ensure that the sound levels of equipment covered by this specification, including those equipment and tools to be used during the performance of his works are within the permissible limits for personnel as defined in DOLE's Occupational Safety & Health Standards for Noise and contractual requirements for overall plant noise levels.



If the Contractor expects the maximum sound level of his equipment to exceed 90 dBA at a distance of 1 meter, Contractor shall use acoustical treatment features to achieve the sound control design objectives.

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

Prior to the procurement of all materials, equipment and auxiliaries to be furnished under this contract, the Contractor shall submit for NPC's review, approval, and/or reference, five (5) copies of prints of detailed drawings (i.e. fabrication/assembly drawings of applicable civil structures, outline/arrangement drawings of equipment and its auxiliaries, wiring diagrams, etc.), and/or brochures. NPC shall review, comment or note corrections to be made and return two (2) copies to the Contractor within twenty (20) calendar days from receipt of the drawings and other required documents at appropriate NPC office mandated to act on those submittals. If corrections are required, the Contractor shall make all necessary corrections and re-submit the corrected ones within fourteen (14) calendar days for NPC's review and approval.

Drawings and/or brochures for approval shall be addressed to:

The Manager, Design and Development Department	<u>t </u>
National Power Corporation	
BIR Road corner Quezon Avenue,	
Diliman, Quezon City 1100	



Approvals by NPC shall in no way relieve the Contractor from entire responsibility for the engineering, design, workmanship, material and all other liabilities under the Contract.

NPC reserves the right to reproduce any drawings or prints received from the Contractor as may be necessary regardless of any notice or marks appearing on the drawings or the prints prohibiting such action. All drawings shall preferably be in computer-aided design (CAD) format. All other computer-generated documents shall be compatible to Microsoft Office.

Prior to its submission, the Contractor shall first submit a list of drawings he proposes to submit for NPC's approval. Only selected drawings in the list, or any drawings as NPC deemed necessary, shall be submitted for approval. The sequence of submission shall be such that information is available for checking each drawing when it is received.

Construction of any particular structure or portion thereof prior to the approval of pertinent drawings shall be at the Contractor's risk; whom shall be responsible for the undue cost arising from subsequent correction to the work already done but needs to be rectified to conform to the revised and approved drawings.

Should an error be found in the approved Contractor's drawings during construction/erection, the correction, including any field change considered necessary, shall be noted on the drawings and re-submitted for approval.

All data and information to be submitted shall be in the English language and all drawings shall be drawn using the metric system as unit of measurement.

All approved drawings shall form part of the Contract.

All drawings submitted by the Contractor or by any Sub-Contractor shall contain (in the lower right-hand corner), in addition to the Contractor's name, the date, drawing scale, drawing title and number, and contract number as given in the Specification.

NPC Standard Specifications for Title Blocks shall be provided to the Contractor during the contract implementation.

GW-5.2.2 As-Built Drawings

The Contractor shall provide and keep up-to-date "As-Built" drawings of all structures constructed. These drawings shall show all changes or revisions from the original drawings, including locations of embedded piping and other concealed items of Works.

The Contractor shall furnish prints of these drawings, which shall be kept in the Contractor's field office for use only as a record set. At the end of every month, all entries, changes or revisions made in the drawings by the Contractor shall be checked and approved by NPC.

The complete, duly checked and approved "As-Built" drawings shall be submitted by the Contractor within thirty (30) calendar days from the completion of the contract or prior to the issuance of the certificate of



completion, on four (4) prints and one (1) set of write-once recordable CD's. Such CD's shall be suitable for CD ROM/WRITE drive of computer system.

Drawings and schedules shall be preferably submitted in standard A3 size.

No separate payment will be made for furnishing of "As Built" drawings. Cost thereof shall be included in the various pay items in the Bill of Quantities.

GW-5.2.3 Processing of Drawings

All drawings to be submitted by the Contractor for NPC's review and approval shall be on A3 size folded to A4 unless mutually agreed otherwise during the implementation stage.

NPC shall review, comment or note corrections to be made and return two (2) copies to the Contractor within twenty (20) calendar days after receipt of the drawings/documents by NPC official(s) authorized to process such documents. If corrections are required, the Contractor shall make all the necessary corrections and re-submit the same within fourteen (14) calendar days for NPC's review and approval.

Five (5) prints with dark lines on a white background shall be furnished to NPC for each drawing submitted for approval. Two (2) copies will be returned to the Contractor either marked "Approved", "Approved with Corrections Indicated (AWCI)", or "Returned for Corrections (RFC)" as defined in CW-2.5.7 (d) above. When prints of drawings are marked AWCI or RFC, the Contractor shall revise/finalize these drawings and resubmit the same in five (5) copies each for final approval. Every revision shall be shown by number, date and subject in a revision block.

If minor revisions are made after a drawing has been approved, the Contractor shall furnish two (2) additional prints, subsequent to each revision. No major revision affecting the design shall be made after a drawing has been marked "Approved" without re-submitting new drawings thereof for re-processing and approval of such revision.

GW-5.2.4 Documents for NPC's Records

The Contractor shall furnish five (5) copies of the following documents for NPC's records:

- a) Material Data, Material Certifications and Test Results/Reports required by governing Codes and Standards; and
- b) Factory Test/Site Test (Performance) Results



GW-6.0 INSPECTION AND TESTS

GW-6.1 General

The Contractor shall perform at his own expense all tests required to ensure adequacy of material, workmanship and conformance of materials/equipment to the requirements of the specifications and standards.

The Contractor shall submit to NPC for approval, a complete test program for all his supplied materials/equipment and workmanship covered by the contract. Likewise, five (5) copies of test procedures shall be submitted for approval at least forty-five (45) days prior to the conduct of actual test of equipment.

NPC and/or his duly authorized representatives shall witness all applicable tests detailed in the relevant sections. NPC shall be notified by the Contractor thirty (30) days in advance of all test programs and schedule to be conducted requiring the presence of NPC.

NPC shall still be notified in advance of tests although not requiring the presence of NPC. In such case, the Contractor shall then proceed with the tests and shall submit test reports in five (5) copies to NPC. NPC's acceptance of the work by waiving the inspection of tests and receipt of the Contractor's Certified Test Reports and Inspection and Testing Certificate shall in no way relieve the Contractor of his responsibility in accordance with the requirement of the Specifications.

For inspected or tested goods that fail to conform with the Specification, the Contractor shall either replace or make any alterations necessary to meet the requirements of the Specifications at no costs to NPC.

The Contractor shall provide the required consumables, if any, to be used during the test, unless otherwise specified in the relevant sections of the technical specifications.

During the test and upon written request of the Contractor, NPC may provide personnel to assist the Contractor in the performance of the test under the direction of the Contractor.

NPC or its designated representative shall be entitled to attend the tests and/or inspections conducted on the premises of the Contractor or its Subcontractor(s) provided that NPC shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses. The Contractor, however, shall extend all reasonable facilities and assistance during the conduct of such test and/or inspection on its premises.

GW-6.2 Inspection/Tests at Contractor's Premises

NPC reserves the right to inspect all shop and assembly work associated with the Works, verify quantities consigned to stores and inspect quality control and assurance records as well as shop and purchase order records. When scheduled, and as often as NPC deems appropriate, progress will be monitored with respect to Key Dates in the Contract Schedule and the sequence of events and activities on the Contractor's Detailed Contract Schedule.



The Contractor shall carry out all tests in accordance with the requirements of the specifications and submitted test procedures duly approved by NPC.

Prior to shipment and final inspection, each material/equipment furnished by the Contractor shall be given the manufacturer's standard factory acceptance test and/or as required in the relevant sections of the technical specifications.

The Contractor shall carry out tests, as may be required by the specified Standards and the Quality Control and Assurance Program, as well as the entire test program approved by NPC.

If NPC opted not to witness the Factory Tests, NPC will issue a Certificate of Waiver of Tests Witnessing/Inspection for the equipment and materials. In such case, the Contractor shall proceed with the Factory Tests in accordance with the requirement of the specification and the manufacturer's test specification as approved by NPC.

Issuance of the Certificate of Waiver of Tests Witnessing/Inspection for equipment or material required to be witnessed by NPC or its authorized representative(s) however, shall in no way relieve the Contractor of his responsibility to conform with the approved test procedures and the requirements of the Specifications.

The factory test record and dispositions, and any other pertinent supporting data and documents shall form part of a test report to be submitted in accordance with the specification.

GW-6.3 Tests Failures

If any equipment or materials supplied by the Contractor fails to pass any test, the Contractor shall make the necessary corrections or alterations for defects or order equipment/component replacement, as maybe appropriate. Any and all expenses due to additional tests or re-tests made on that regard, i.e. failure to meet the acceptance criteria and other requirements of the specification, shall be borne by the Contractor.

GW-6.4 Test Reports/Certificates

Five (5) certified copies of the reports of all tests and other manufacturer standard tests shall be furnished to NPC within a maximum of fifteen (15) days following the completion of the tests.

Test certificates shall include, in addition to the test results, the following information:

- a) Name/Title of Project and Specs No.;
- b) Material/Equipment data; and
- c) NPC's tag number; and/or equipment serial number.

The Contractor shall bear the cost of furnishing these records and reports.



GW-7.0 QUALITY ASSURANCE REQUIREMENTS

GW-7.1 General

The Contractor shall have a well-organized Quality Management System that is relevant to the Works covered under the contract to ensure that items and services, including subcontracted items and services, will comply with this specification.

Within thirty (30) days of the Effective Date of Contract, the Contractor shall submit five (5) copies of his complete quality control and assurance procedures, and manuals for review by NPC. The manual shall include pro-forma checklists for all requirements of the Contractor's quality control and assurance program and those called for in this Specification.

GW-7.2 Quality Assurance Program

The Contractor shall, for all work covered by the Contract:

- (a) Establish procedures for adequate planning and resourcing of all quality related activities including the preparation of quality plans;
- (b) Establish measures for the identification and control of items through all stages of the Contract. This shall include measures to maintain traceability as identified in agreed quality plans;
- (c) Arrange for the protection of the quality of the product and/or services to include delivery to the specified destination and/or performance of the required services, respectively; and
- (d) Control their measuring and test equipment in accordance with the established procedures for measurements and calibration systems and ensure that such equipment that may be used by subcontractors to verify work is similarly controlled.

Where any site installation and/or test and commissioning work is involved, the Contractor shall prepare contract-specific quality assurance procedures in agreement with NPC prior to commencement of such works.

The Contractor shall ensure that all computer systems and software to be utilized on the project is qualified for the application under consideration and such qualification is documented.

GW-7.3 Quality Plan

The Contractor shall establish and implement quality plans detailing the specific activities, design reviews, operations, control procedures, inspections, testing, approvals and certification requirements as applicable. All procedures, which support the quality plan shall be referenced and distributed to NPC together with the quality plan. Quality plans shall be submitted to NPC for review and approval.

GW-7.4 Records

The Contractor shall generate records as required by the quality assurance system and quality plans. The Contractor shall make available its records including audit reports for NPC's inspection.



All records shall be concisely compiled, indexed and cross-referenced to the project contract number and the relevant subcontract numbers. They shall be clearly identifiable to the individual parts and assemblies to which they refer.

All records generated during the course of the Contract, including those generated as evidence of effective implementation of the quality assurance program of the Contractor and his subcontractors, shall be retained by the Contractor for a minimum period of five (5) years from the date of contract completion. These records shall be made available to NPC on request during the retention period.

GW-7.5 Reporting and Corrective Action

The Contractor's quality assurance program shall provide established procedures for prompt detection and correction of all conditions adversely affecting quality, including failures, malfunctions, incidents, trends, deficiencies, deviations, non-conformances, and defective materials.

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

The Contractor shall guarantee that he will repair, and/or replace, at his own expense, equipment and materials against defect in design, materials and workmanship for a period of twelve (12) months after the issuance of the Certificate of Final Acceptance. The Contractor 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 VI

TECHNICAL SPECIFICATIONS FOR CIVIL WORKS

SECTION VI - TECHNICAL SPECIFICATIONS

CW - CIVILWORKS

TABLE OF CONTENTS

CLAUSE	NO. <u>TITLE</u>	PAGE NO.
CW-1.0	PROJECT BACKGROUND	
CW-1.1	General	1
CW-2.0	GENERAL CONSTRUCTION FACILITIES	1
CW-2.1	Moving-in	1
CW-2.2	Contractor's Camp Facilities	1
CW-2.3	Water Supply	1
CW-2.4	Sewerage Disposal and Sanitation	2
CW-2.5	Fire Protection	2
CW-2.6	Construction Power	2
CW-2.7	Camp Security	2
CW-2.8	Construction Material Storage	2
CW-2.9	Removal of Camp and Construction Facilities	
CW-2.10	As-Built Drawings	
CW-2.11	Measurement and Payment	3
CW-3.0	CARE OF WATER DURING CONSTRUCTION	3
CW-3.1	Scope	3
CW-3.2	Drainage and Dewatering	4
CW-3.3	Measurement and Payment	4
CW-4.0	WOOD PILES (T/L WOOD POLES)	4
CW-4.1	Scope	4
CW-4.2	Driving of Wood Piles	4
CW-4.3	Pile Driving Records	5
CW-4.4	Measurement and Payment	5
CW-5.0	FENDER SYSTEM	6
CW-5.1	Scope	6
CW-5.2	Materials and Installation	6
CW-5.3	Workmanship	6
CW-5.4	Measurement and Payment	6



SECTION VI - TECHNICAL SPECIFICATIONS

CW-1.0 PROJECT BACKGROUND

CW-1.1 General

The work contemplated to be done by the successful bidder shall consist of furnishing all superintendence, labor, materials, supplies, tools and equipment to complete the construction of six (6) breasting structures/dolphins with rubber tire fender system, two (2) mooring structures/dolphins, the construction of access platform, the construction of wooden catwalk, the erection of take-off pole structures (tie-line), the installation / extension of pipeline. The breasting and mooring dolphins consists of wood piles, rubber tire fenders and yakal timber bulkhead and necessary hardware, as shown in the drawing and/or as directed by NPC. All wood piles shall be taken from the existing transmission line wood poles at NPC Sablayan Stockyard in Occidental Mindoro which is approximately 118 km from the Port of Abra de llog, likewise in Occidental Mindoro. From Abra de llog Port, the poles can be hauled by boat to Batangas Pier then to Romblon, Romblon Pier. The average travel time for both route is about 3 hours.

CW-2.0 GENERAL CONSTRUCTION FACILITIES

CW-2.1 Moving-in

The Contractor shall bring to the site all his necessary construction equipment, plant, and install all stationary construction equipment and plant at location and in the manner approved by NPC. The Contractor shall submit sufficient detailed plans showing the proposed location of such stationary equipment and plant and other pertinent data. No installation of such stationary equipment shall be undertaken unless the corresponding plans have been approved by NPC.

CW-2.2 Contractor's Camp Facilities

The Contractor shall provide and grade his campsite, construct his camp, employee housing, warehouse, machine and repair shops, fuel storage tanks and provide such related facilities and sanitary conveniences that the Contractor deems necessary for maintaining health, peace and order in the camp and work areas. The areas that may be used by the Contractor within the plant site shall be designated by the NPC.

The Contractor shall provide, maintain and operate, under competent direction, such camps and facilities as are necessary for the housing, feeding and accommodation of his employees.

CW-2.3 Water Supply

The Contractor shall be responsible for the supply, installation, operation and maintenance of a safe and adequate supply of drinking and domestic water at his expense. Whenever there is a possibility of contamination of the water supply for drinking and domestic purposes, chlorination or some other approved methods of sterilization shall be carried out. The installation and maintenance of these services shall be subject to the approval of the NPC.

CW-2.4 Sewerage Disposal and Sanitation

The Contractor shall be responsible for the installation operation and maintenance of an adequate sewerage disposal and sanitation system and shall provide adequate toilet and wash-up facilities for his employees at his camp and in the areas where work is being carried out at his expense.

The Contractor shall execute the work with due regard to adequate sanitary provisions and applicable codes and shall take all necessary steps to prevent the pollution of water in any spring, river, or other sources of water supply. All toilets or wash-up facilities shall be subject to the prior and continuing approval of the NPC.

CW-2.5 Fire Protection

The Contractor shall observe all necessary precautions against fire and shall provide and maintain at his own expense, portable fire-fighting equipment he may deem necessary, and shall comply with all applicable laws of the Philippines relating thereto.

In the event of an uncontrollable fire occurring in the area of the Contractor's operation, the Contractor shall have to extinguish the fire at his own expense, to the full extent of the manpower and equipment employed under the contract at time of the fire.

The Contractor shall indemnify and save harmless to NPC in respect of any damage or loss and shall be the responsibility of the Contractor.

CW-2.6 Construction Power

The Contractor shall be responsible for providing his own electric power supply required for construction and erection/installation.

CW-2.7 Camp Security

The Contractor shall provide his own security force to the extent that he deems necessary for maintaining peace and order in the camp and work areas and to safeguard materials and equipment. Nothing under the provisions of this paragraph shall relieve the Contractor from full responsibility for the maintenance of peace and order and protection of life and property in all areas where he operates.

CW-2.8 Construction Material Storage

The Contractor is required to put up warehouse(s) with capacities sufficient to store cement, rebars, and other construction materials required in the work. The warehouse(s) shall be specifically for this contract, notwithstanding his other facilities in the site that may serve the purpose.

CW-2.9 Removal of Camp and Construction Facilities

After the completion of the work covered by the contract and prior to acceptance of the completed work, the entire camp facilities of the Contractor, including its water supply system, electric distribution system, quarters, warehouses, shops, dining halls, commissaries, temporary shed and other facilities therein shall be removed by the Contractor. The site shall be cleared and cleaned as directed by the NPC.

CW-2.10 As-Built Drawings

The Contractor must provide and keep up-to-date "As Built Drawings" for all drawings constructed for NPC. These drawings shall show the dimensions, sizes, shapes, configuration and content of the structures actual built including all the changes or revisions from the original drawings and the exact locations of piping and electrical systems and other concealed items of works.

As-Built drawings shall consist of all drawings based from the approved construction drawings and additional drawing sheets showing the embedded length of each pile length, exposed length and other description with respect to the reference elevation. As-Built drawing shall be based on the approved drawing format from the Design and Development Department of Technical Maintenance and Services.

Prints of these drawings shall be furnished by the Contractor to NPC. They shall be kept in the Contractor's field office and shall be used only as a record set. At the end of every month, all entries, changes or revisions made in the drawings by the Contractor shall be checked and approved by the NPC.

Prior to issuance of Certificate of Completion of Works under contract, the Contractor shall furnish the Dept. Manager, Design and Development Dept. the complete and duly checked and approved "As-Built Drawings" two (2) sets of soft copy in CD and four (4) additional sets of drawing with dark lines on a white background.

Reproduction of contract/bid drawings is not acceptable.

CW-2.11 Measurement and Payment

No separate measurement and payment will be made for the General Construction Facilities. The cost of furnishing, constructing, maintaining, operating and removing of temporary drainage structures, pumping system and other devices shall be included in the various pay items in the Bill of Quantities for structures where such items are required.

CW-3.0 CARE OF WATER DURING CONSTRUCTION

CW-3.1 Scope

In accordance with the specifications contained in his section or otherwise directed, the Contractor shall construct and maintain all necessary temporary drainage ditches and other temporary protective works and he shall furnish, install, maintain and operate necessary pumping equipment and other devices

to protect construction operations free from water coming from any source, including rain.

CW-3.2 Drainage and Dewatering

The Contractor shall be responsible for dewatering foundation areas so that work can be carried out on a suitably dry condition. The Contractor shall construct drainage ditches, holes, culverts, furnish, maintain and operate at his own expense all necessary pumps and other dewatering devices to keep all work areas free from water.

After the work is completed and before it is accepted by the NPC, the Contractor shall remove all pumping equipment and shall remove, fill or plug all temporary drainage structures as directed, all at his expense.

CW-3.3 Measurement and Payment

No separate measurement and payment will be made for the Care of Water During Construction. The cost of furnishing, constructing, maintaining, operating and removing of temporary drainage structures, pumping system and other dewatering devices necessary to keep construction operations free from water shall be included in the various pay items in the Bill of Quantities for structures where such items are required.

CW-4.0 WOOD PILES (T/L Wood Poles)

CW-4.1 Scope

This section shall consist of installing/driving wood piles (taken from existing transmission line wood poles of NPC) including pile clustering/lashing and supply and installation of supports, braces and accessories in accordance with these specifications and in conformity with the drawings and/or as directed by the NPC. The dimensions and components of wood piles are shown on the drawings and/or as directed by the NPC.

CW-4.2 Driving of Wood Piles

- a. All wood piles shall be driven accurately as shown on the drawings. Each pile shall, after driving, be within 150 mm from the theoretical location and inclination of vertical piles shall be driven within 1/175.
- Wood piles shall be driven to the minimum depths shown on the drawings but may be adjusted by NPC to suit actual soil conditions.
- c. The pile driving equipment is subject to NPC's approval. The Contractor is responsible for sufficient weight and efficiency of the hammer to drive the piles down to the required depths and bearing capacity.
- d. The head of the piles shall be cut squarely and a driving cap shall be provided to hold the axis of the pile in line with axis of the hammer.
- e. Full length of wood pile shall be used where practicable. All pile shall be continuously driven unless otherwise allowed by the Contractor.

f. The test and / or first pile for each cluster shall be the centerline and shall be driven to refusal. The results of driving the test pile shall be the basis for the length of wood piles to be used for each pile cluster.

CW-4.3 Pile Driving Records

The Contractor shall keep records of all piles driven. A copy of the record shall be given to NPC within 2 days after each pile is driven. The record form to be used should be approved by NPC. The pile records shall give full information on the following:

- a. Pile Type and Dimension
- b. Date of driving
- c. Driving equipment: type, weight and efficiency of hammer, etc.
- d. Depth driven and tip elevation
- e. Final set for the last 10 blows (for each group of pile and when the Contracting Officer so required, the penetration along the whole driven depth shall be recorded)
- f. Details of any interruption in driving
- g. Level of pile top immediately after driving and the level when all piles in the group are driven
- h. Details of re-driving, if any

On completion of the piling for each structure, the Contractor shall deliver to NPC a drawing recording the exact location and the final depth (tip elevation) of all piles.

CW-4.4 Measurement and Payment

1. Driving

Measurement for payment for driving the piles shall be based on the number of piles per piece including formworks, labor, tools, hauling and all work incidental to the construction of the piling prior to driving.

Payment for driving piles will be made at the corresponding unit price for the item "Pile Driving and Cutting" indicated in the Bill of Quantities, which payment shall cover full compensation for furnishing all labor, tools, materials, cushions, supplies, equipment and other necessary incidental costs of handling, driving, cutting of piles and other incidental work connected herewith.

2. Pile Clustering/lashing

Measurement for payment for clustering/lashing of piles shall be based on the total number of nine (9) piles per set of clustered.

Payment for clustering/lashing of piles will be made at the corresponding unit price for the item "Pile Clustering/Lashing" indicated in the Bill of Quantities, which payment shall cover full compensation for furnishing all labor, tools, wire ropes, U-bolts, other hardware, equipment and other incidental cost necessary to complete the clustering of piles.

CW-5.0 FENDER SYSTEM

CW-5.1 Scope

This section covers the furnishing, delivery and installation of fender system in accordance with these specifications and in conformity with the drawings.

CW-5.2 Materials and Installation

Tire shall be free from imperfections such as holes and lacerations which will make them structurally weak to absorb poundings. The tires to be installed shall be subject to the approval of NPC. Installation shall be in accordance with the drawings or as directed by the NPC.

Timber bulkhead to be furnished by the Contractor shall be Yakal, similar in lengths and sizes and consistent with the required depth and dimensions to which they will be installed.

Bolts and nuts/washers to be used shall be hot-dip galvanized.

Whenever explicitly identified in the drawings and related documents the type of materials to be used as fender (i.e. rubber tire, etc.), the materials identified in the drawing shall prevail.

CW-5.3 Workmanship

All works shall be performed with the highest acceptable quality and completed in a thorough and high quality workmanship. The Contractor shall furnish all anchor temporary bracings and other miscellaneous materials required during installation of rubber fenders.

CW-5.4 Measurement and Payment

Measurement for payment will be based on the sets of rubber fenders installed and accepted by NPC.

Payment will be made in the Bill of Quantities, which payment shall include all costs for the materials, labor, tools and incidentals including tires, yakal timber bulkhead, anchorage and miscellaneous steel to complete the installation of the fender system.

SECTION IV - BILL OF QUANTITIES

REHABILITATION OF MOORING FACILITY FOR POWER BARGE105 AT ROMBLON, ROMBLON

LuzP20Z1125Sr

CIVIL WORKS

Item	Description of Work	Work to			Estimated	Unit Price in Pesos	Total
No.	or Materials	Be Done	Ref.	Unit	Quantity	(Words and Figures)	Amount
Α,	BREASTING STRUCTURES				_	·	
	 Pile Driving, Cutting and splicing (Length of pile = 22 m each) 	haul, pile drive, cut and splice	Dwg.	pcs	36	(P)	P
	b. Pile clustering/lashing	pile cluster and lash	Dwg.	set	4	(P)	P
	c. Rubber Fender (including steel chain and stainless steel connection etc.)	furnish, install and construct	Dwg.	pcs	4	(P)	P
В.	REMOVAL OF DAMAGED CONCRETE FENDER	remove and dispose	Dwg.	lot	1	(P)	P
	Sub-Total Amount (CIVIL WORKS)					(P)	P
-	Name of Firm	Name and Signature	e of Authoriz	ed Rep	 resentative		Designation



SECTION VIII

BIDDING FORMS



SECTION VIII - BIDDING FORMS

TABLE OF CONTENTS

NPCSF-INFR-01	-	Checklist of Technical and Financial Envelope Requirements for Bidders
NPCSF-INFR-02	-	List of all Ongoing Government & Private Construction Contracts Including Contracts Awarded but not yet Started
NPCSF-INFR-03	-	Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid
NPCSF-INFR-04	-	Computation of Net Financial Contracting Capacity (NFCC)
NPCSF-INFR-05	-	Joint Venture Agreement
NPCSF-INFR-06a	-	Form of Bid Security : Bank Guarantee
NPCSF-INFR-06b	-	Form of Bid Security : Surety Bond
NPCSF-INFR-06c	-	Bid Securing Declaration Form
NPCSF-INFR-07	-	Omnibus Sworn Statement (Revised)
NPCSF-INFR-08	-	Contractor's Organizational Chart for the Project
NPCSF-INFR-09	-	List of Key Personnel Proposed to be Assigned to the Project
NPCSF-INFR-10a	-	Key Personnel's Certificate of Employment (Professional Personnel)
NPCSF-INFR-10b	-	Key Personnel's Certificate of Employment (Construction Safety and Health Officer)
NPCSF-INFR-11	-	Key Personnel's Bio-Data
NPCSF-INFR-12	-	List of Equipment, Owned or Leased and/or under Purchase Agreement, Pledged to the Proposed Project
NPCSF-INFR-13	-	Bid Letter
NPCSF-INFR-14	-	Detailed Cost Estimate Form
NPCSF-INFR-15	-	Summary Sheets of Materials Prices, Labor Rates and Equipment Rental Rates

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;

OR:

- The following updated and valid Class "A" eligibility documents enumerated under "Annex A" of the Platinum Membership:
 - Registration Certificate from the Securities and Exchange Commission (SEC) for corporations, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives;
 - Mayor's/Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas.
 - In cases of recently expired Mayor's/Business permits, it shall be accepted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post qualification requirement in accordance with Section 34.2 of the Revised IRR of RA 9184.
 - The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.
 - Tax clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR;
 - Valid Philippine Contractors Accreditation Board (PCAB) license and registration for the type and cost of the contract for this Project or Special PCAB License in case of Joint Ventures.

OR:

- A combination thereof.
- 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:
 - Contract
 - 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

LuzP20Z1125Sr

Standard Form No: NPCSF-INFR-01 Page 2 of 3

(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 due to inaccessibility of the site for whatever reason or fault of the bidder.)

- Special PCAB License in case of Joint Ventures
- Duly signed computation of its Net Financial Contracting Capacity (NFCC) at least equal to the ABC (NPCSF-INFR-04);
- b. (CLASS B)
- ➤ Valid Joint Venture Agreement, if applicable (NPCSF-INFR-05)

2. Technical Documents

- Bid Security, any one of the following:
 - 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)
- Organization Chart for the project (NPCSF-INFR-08)
- Duly Signed List of Contractor's Key Personnel (based on the minimum key personnel) with complete supporting documents (NPCSF-INFR-09,10a,10b & 11)
- Duly Signed List of Contractor's Equipment (owned, leased or under purchase agreement (NPCSF-INFR-12), with
 - Proof of ownership and/or certificate of availability issued by Equipment Lessors

LuzP20Z1125Sr

Standard Form No: NPCSF-INFR-01 Page 3 of 3

Complete eligibility documents of proposed sub-contractor, if applicable

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-13)
- Duly signed and completely filled-out Bill of Quantities (Section VII) indicating the unit and total prices per item and the total amount in the prescribed Bill of Quantities form.
- Duly Signed Detailed Estimates for each items of work showing the computations in arriving at each item's unit prices used in coming up with the bid (NPCSF-INFR-14)
- Summary sheets indicating the direct unit prices of construction materials, labor rates and equipment rental rates used in coming up with the bid (NPCSF-INFR-15)

CONDITIONS:

- 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.
- 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.

Business Name

LuzP20Z1125Sr

BARGE 106 AT ROMBLON, ROMBLON

SECTION VIII - BIDDING FORMS

Standard Form Number: NPCSF-INFR-02

List of All Ongoing	Government and Private	Contracts Including	Contract Awarde	d But Not Yet Started
---------------------	------------------------	---------------------	-----------------	-----------------------

	a. Owner's Name		Contractor's Re	ole	a.Date Awarded b.Date Started c.Date of Completion or Estimated Completion Time	Value of Outstanding Works
Name of Contract/Location/ Project Cost	b. Address c. Telephone Nos.	Nature of Work	Description	%		
Government						
			+			
						· · · · · · · · · · · · · · · · · · ·
<u>Private</u>				+		
	- 		<u> </u>	+		
<u> </u>						
	-		-			
					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 disquelification 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.

:	
	(Printed Name & Signature)
:	
: <u> </u>	
	: :

BID	DO	CL	IM	FI	vn	۲S

SECTION VIII - BIDDING FORMS

REHABILITATION OF MOORING FACILITY FOR POWER BARGE 106 AT ROMBLON, ROMBLON

LuzP20Z1125Sr

Standard Form Number: NPCSF-INFR-03

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

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

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: Owner's Certificate of Final Acceptance issued by the project owner other than the contractor; or A final rating of at least Satisfactory in the Constructors Performance Evaluation System (CPES); or 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)

Α.	Summary of the Bidder's/Contractor'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	1
4.	Current Liabilities	
5.	Net Worth (1-3)	
6.	Net Working Capital (2-4)	

В.	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 Bidder/Contractor	
Signature of Authorized Representative	
Date :	

Standard Form Number: NPCSF-INFR-05

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That			VENTURE A	al age, <i>[ci</i>	vil status)	_, authori:	zed repres	
		-			nd –				
			, of legal a a resident of	ge, <i>[civil</i>]	status)		authorize	ed repres	entative of
reso the h	urces a	nd efforts	rties agree to joir to enable the Joi Contract of the N	nt Ventur	e to partic	cipate in the	ne Biddin	quipment, g and Und	and other lertaking of
		NAME	OF PROJECT			C	ONTRAC	AUOMA T	İΤ
	That	t the capit	al contribution of	each mer	mber firm:	:			_
		NAME	OF FIRM			CAPITA	L CONT	RIBUTION	1
1. 2.					₽ P		_		
be the	ing and That ne Offici execute ing and	Undertak t both par ial Repres and perfe Undertal	rties agree to be king of the said co ties agree that sentative/s of the orm any and all a- king of the said co resent with full po	ntract. Joint Ver cts neces ontract, a	nture, and sary and s fully an	and/o l are gran /or to repr d effective	or ted full po esent the	ower and	shall authority to
	That	t this Joi	nt Venture Agree ted by both partie	ement sh				or the ab	ove stated
-	Name		ture of Authorized sentative					gnature or epresental	
-		Official L	Designation				Official De	signation	
-		Name	of Firm	_			Name (of Firm	
				Witne	esses				
1		· <u>- </u>		_	2				_

[Jurat]

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

LuzP20Z1125Sr

Standard Form Number: NPCSF-INFR-06a

FORM OF BID SECURITY (BANK GUARANTEE)

WHER	EAS, (Name of Bidder)	(hereinafter called "the Bidder") has
submit Bid").	ted his bid dated (Date	for the <u>[name of project]</u> (hereinafter called "the
KNOW (Name o	ALL MEN by these of Country)	presents that We (Name of Bank) of having our registered office at
(herein	after called "the Bank"	having our registered office at are bound unto National Power Corporation (hereinafter called "the
Entity") which) in the sum of <u>[amou</u>	nt in words & figures as prescribed in the bidding documents] for uly to be made to the said Entity the Bank binds himself, his
SEALE	ED with the Common S	eal of the said Bank this day of 20
THE C	ONDITIONS of this ob	ligation are that:
1)	if the Bidder withdraw Documents; or	ws his Bid during the period of bid validity specified in the Bidding
2)		ot accept the correction of arithmetical errors of his bid price in nstructions to Bidder; or
3)	if the Bidder, having clearance, latest inco within the prescribed	determined as the LCB, fails or refuses to submit the required tax ome and business tax returns and PhilGEPs registration certificate period; or
4)		peen notified of the acceptance of his bid and award of contract to ng 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 Instructions to Bio	to furnish the Performance Security in accordance with the Iders;
deman Entity v	d, without the Entity f	Entity up to the above amount upon receipt of his first written aving to substantiate its demand, provided that in his demand the int claimed by it is due to the occurrence of any one or combination ed above.
extend	ed by the Entity, notice	n force up to 120 days after the opening of bids or as it may be of which extension(s) to the Bank is hereby waived. Any demand should reach the Bank not later than the above date.
DATE		SIGNATURE OF THE BANK
WITNE	:ss	SEAL
	(Signature, Name and Ad	tdranal
	Tolynaiule, Name and Al	rur çəəj

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:
 if the Bidder withdraws his Bid during the period of bid validity specified in the Bidding Documents; or
 if the Bidder does not accept the correction of arithmetical errors of his bid price in accordance with the Instructions to Bidder; or
 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:

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

SECTION VIII - BIDDING FORMS

LuzP20Z1125Sr

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.	SFAI

CITY OF

Standard Form No. NOCCE INFO OC.

LuzP20Z1125Sr

Standard Form No. NE GOT HAT N-000	
REPUBLIC OF THE PHILIPPINES)	

BID-SECURING DECLARATION REHABILITATION OF MOORING FACILITY FOR POWER BARGE 106 AT ROMBLON, ROMBLON (LuzP20Z1125Sr)

) S.S.

To: National Power Corporation BIR Road cor. Quezon Ave. Diliman, Quezon City

I/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	S WHEREOF, 1/	we have	hereunto	set m	y hand	this	day c	of
20	_ at	, Philippines	5.			_		,	

[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]

I 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) (5.	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;
- 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;
 - Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
- [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 giver, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

IN	WITNESS	WHEREOF,	1	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

ontract if a	of the Organization warded to him. Increman and other Ke	dicate in the cha	art the names o		
		,gg			
Attach	the required Prop	oosed Organiza abo		or the Contrac	t as stated

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 Bidder.

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)

Bus	siness Name: Business:					
			T	DESIGNATION		
1	Name			 		
2	Address					
3	Date of Birth			-		
4	Employed Since					
5	Experience					
6	Previous Employment					
7	Education					
8	PRC License					
Requir	red Attachments:		•			
	Certificate of Employment, Bio Data and a Certificate of Employment, Bio Data and t				oty Officer	
	Submitted by:					
		<u></u>	(Printed Name & Signatur	re)		
	Designation:					
	Date:					
			<u></u>			

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 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's 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)

THE PRESIDENT National Power Corporation		Issuance Da	ale
BIR Road cor. Quezon Ave. Diliman, Quezon City			
Dear Sir:			
I am <u>(Name_of_Nominee)</u> Professional License No	a Lie issued on <i>(date</i>	censed	Engineer with at <u>(place of</u>
I hereby certify that (Name (Designation) for the	of Bidder) (Name of Project)		iged my services as warded to it.
As (Designation) the contract under bidding:	, I supervised the	following complete	ed projects similar to
NAME OF PROJECT	OWNER	соѕт	DATE COMPLETED
At present, I am supervisin	g the following projects:		
NAME OF PROJECT	OWNER	COST	DATE COMPLETED
In case of my separation Contractor, I shall notify the Nation effective date of my separation.	on for any reason who al Power Corporation a	natsoever from th t least twenty one	e above-mentioned (21) days before the
As (Designation) time to supervise and manage the authorized to handle only one (1) of	 Contract works to the ! 	will have to stay in best of my ability, a	n the job site all the and aware that I am
I do not allow the use of Contractor to qualify for the Contra of (Designation) that to do so will be a sufficient gr	ct without any firm cominerefor, if the contract ound for my disqualifica	mitment on my par is awarded to him ation as (Designation)	t to assume the post since I understand in
any future National Power Corp business with the National Power (oration bidding or em	ployment with an	y Contractor doing
		(Name and Signatu	re)
		AFFIANT	

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).

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

SECTION VIII - BIDDING FORMS

LuzP20Z1125\$r

Standard Form Number: NPCSF-INFR-10b

KEY PERSONNEL'S CERTIFICATE OF EMPLOYMENT

(CONSTRUCTION SAFETY AND MEALTH OFFICER)

		Issuance Date	
THE PRESIDENT National Power Corporation BIR Road cor. Quezon Ave. Diliman, Quezon City			
Dear Sir:			
Certificate No	an Con issued on (date of i	struction Safety & H	lealth Officer with at (place of
I hereby certify that (Name of Construction Safety & Health Office			ed my services as _, if awarded to it.
I am the Construction Safet to the contract under bidding:	y & Health Officer of the	ne following complete	ed projects similar
NAME OF PROJECT	OWNER	COST	DATE COMPLETED
At present, I am the Constru	iction Safety & Health (Officer of the following	g projects:
NAME OF PROJECT	OWNER	COST	DATE COMPLETED
In case of my separation Contractor, I shall notify the National effective date of my separation.	for any reason whal Power Corporation a	atsoever from the tleast twenty one (2	above-mentioned 1) days before the
As Construction Safety & H time and aware that I am authorized	ealth Officer, I know I I to handle only one (1)	will have to stay in to contract at a time.	the job site all the
I do not allow the use of r Contractor to qualify for the Contractor of Construction Safety & Health Off to do so will be a sufficient ground for in any future National Power Contractors with the National Power Contractors	ot without any firm come ficer, if the contract is a for my disqualification a poration bidding or er	mitment on my part to awarded to him since as Construction Safet	o assume the post I understand that by & Health Officer
		(Name and Signature AFFIANT)
	[Jurat]		

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).

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

Standard Form Number: NPCSF-INFR-11

KEY PERSONNEL (FORMAT OF BIO-DATA)

Give the detailed information of the following personnel who are scheduled to be assigned as full-time field staff for the project. Fill up a form for each person.

1.	Name	:
2.	Date of Birth	;
3.	Nationality	: <u></u>
4.	Education and Degrees	·
5.	Specialty	·
6.	Registration	÷
7.	Length of Service with the Firm	: Year from (months) (year) To (months) (year)
8.	Years of Experience	<u>:</u>
9.) years, give name and length of service with previous riod (attached additional sheet/s), if necessary:
	Name and Address of Employer	Length of Service
		year(s) from to year(s) from to
10.	Experience:	

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).

REHABILITATION OF MOORING FACILITY FOR POWER BARGE 106 AT ROMBLON, ROMBLON

SECTION VIII - BIDDING FORMS

LuzP20Z1125Sr

	ndard Form Number: NPCSF-INFR-11 e 2 of 2							
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 particinterest connected with the proje							
5.	Contract Amount Expressed in Philippine Currency	:				· · · <u> · -</u>		
6.	Position	:						
7.	Structures for which the employe was responsible	:						
8.	Assignment Period	:	from to			nths) nths)		_ (years) _ (years)
Nai	me and Signature of Employee							
It is awa	s hereby certified that the above parded to our company.	ersoi	nnel can l	be assi	gned to	this pro	oject, if the	contract is
	(Place and Date)			(The	Authoriz	ed Rep	resentative	 e)
	•			•		•		•

SECTION VIII - BIDDING FORMS

REHABILITATION OF MOORING FACILITY FOR POWER BARGE 106 AT ROMBLON, ROMBLON

LuzP20Z1125Sr

Standard Form Number: NPCSF-INFR-12

LIST OF EQUIPMENT, OWNED OR LEASED AND/OR UNDER PURCHASE AGREEMENTS (Based on the Minimum Equipment Required in the Bidding Documents)

Description	Model/Year	Capacity / Performance / Size	Plate No.	Motor No. / Body No.	Location	Condition	Proof of Ownership (Lessor or Vendor
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	_ <u></u>			<u> </u>			
ider Purchase Agre	ements			 			
						 	
			<u> </u>	-		_ -	
							
	<u> </u>			<u> </u>			
	Submitted	by:					
		-	/Chinton No.	me & Signature)		-	

One of the requirements from the bidder to be included in its 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

	BIN FELLEK
	Date:
То:	THE PRESIDENT National Power Corporation BIR Road cor. Quezon Ave. Diliman, Quezon City
We, t	the undersigned, declare that:
(a)	We have examined and have no reservation to the Bidding Documents, including Addenda, for the Contract REHABILITATION OF MOORING FACILITY FOR POWER BARGE 106 AT ROMBLON, ROMBLON (LuzP20Z1125Sr).
(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: tinsert information]
	The discounts offered and the methodology for their application are: [insert_information]
(c)	Our Bid shall be valid for a period of <u>finsert number1</u> 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 emount] 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: finsert 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 REHABILITATION OF MOORING FACILITY FOR POWER BARGE 106 AT ROMBLON, ROMBLON (LuzP20Z1125Sr) 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 Bi	dder :									
14 31-	Itam Description	Unit of		Direct Cost		Mar	k-Up	VAT	11-14-04	
Item No.	Item Description	Measure	Materials	Labor	Equipment	OCM	Profit	VAT	Unit Cost	Total Price
-										

Item No.	Item Description	Unit of Measure	Direct Cost		Mark-Up		VAT	Hall Cank	Total Price	
			Materials	Labor	Equipment	OCM	Profit	VAI	Unit Cost	Total Price
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Name, Signature of Authorized Representative	Designation

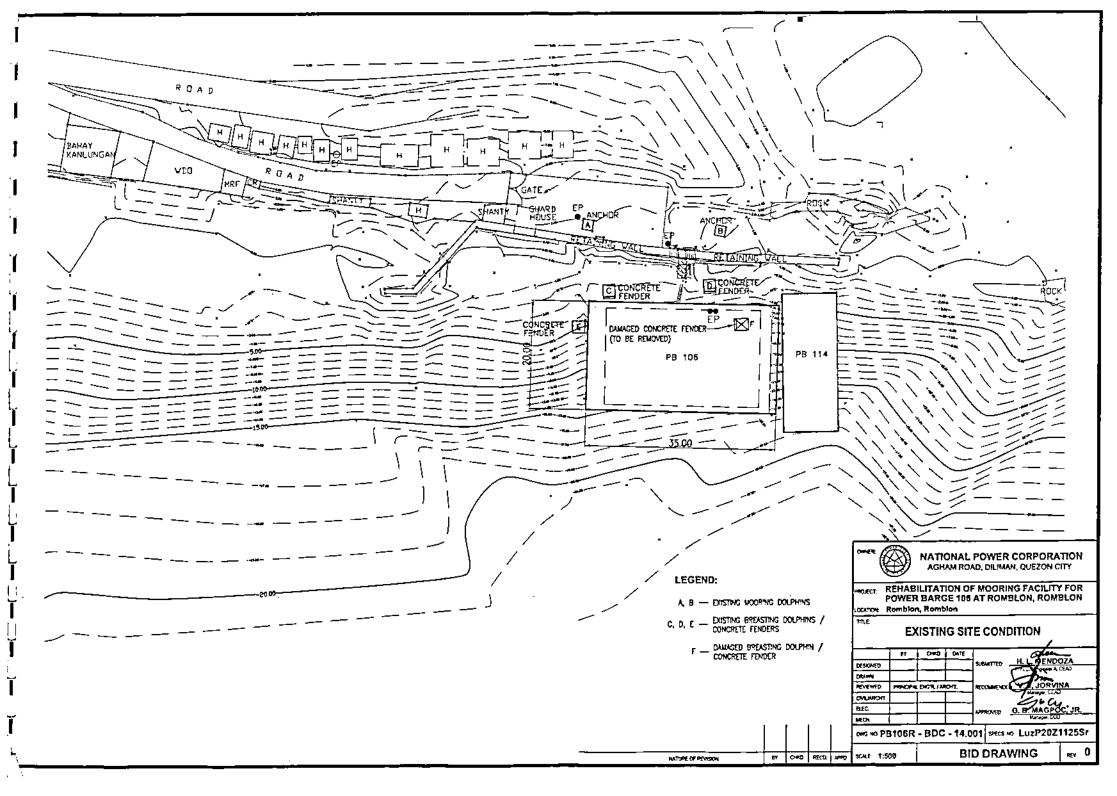
Designation

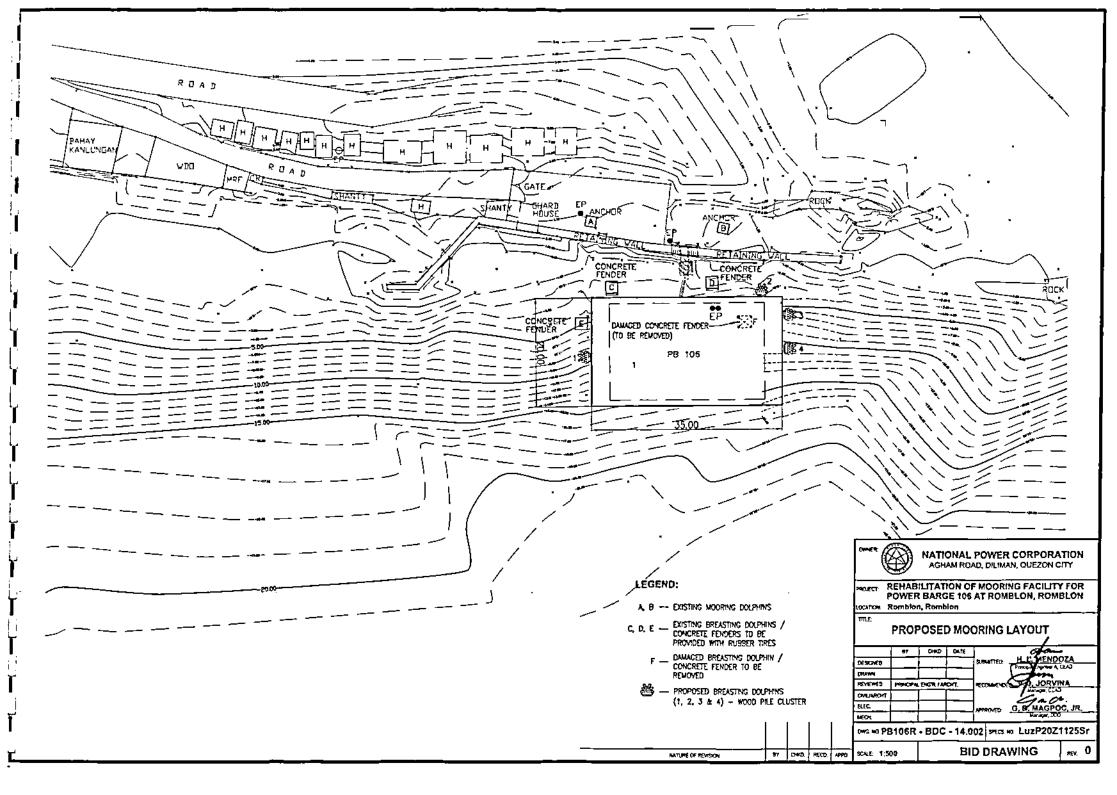
Standard Form No.: NPCSF-INFR-15

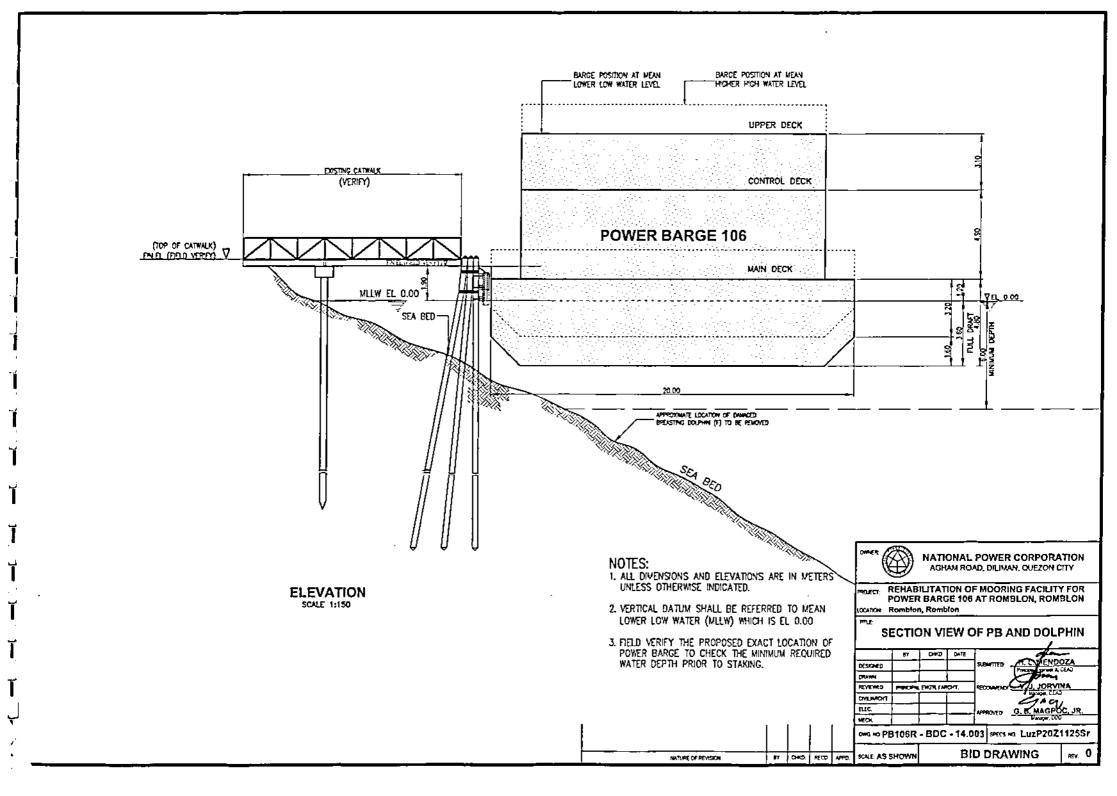
Name, Signature of Authorized Representative

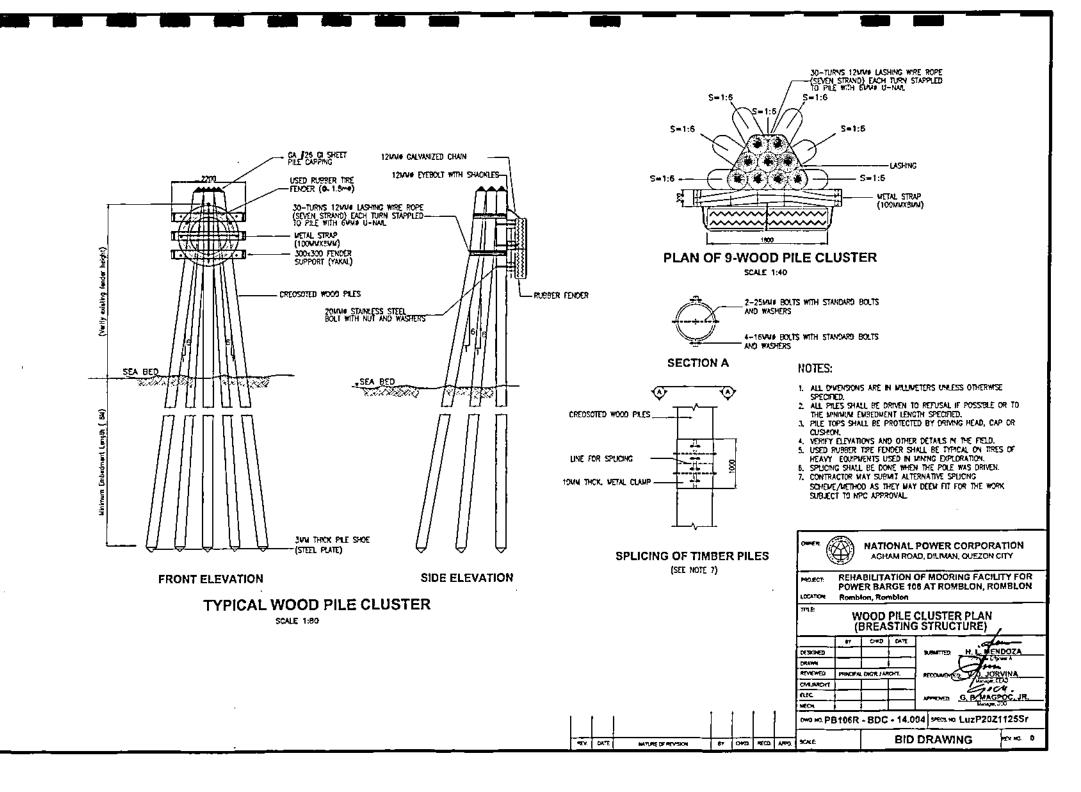
SUMMARY SHEETS OF MATERIALS PRICES, LABOR RATES AND EQUIPMENT RENTAL RATES

Name of	Bidder:		
l. Unit F	Prices of Materials		
Materi	ials Description	Un	it Unit Price
1. 2. 3. 4. 5. 6. 7.			
II. Manp	ower Hourly Rates		
Desig	nation	Ra	ite/Hr.
1. 2. 3. 4. 5. 6. 7.			
II. Equip	ment Hourly Rental Rates		
Equip	ment Description	Re	ental Rate/Hr.
1. 2. 3. 4. 5. 6. 7.			









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