



REPUBLIC OF THE PHILIPPINES
NATIONAL POWER CORPORATION
(Pambansang Korporasyon sa Elektrisidad)

BID DOCUMENTS

Name of Project : SUPPLY OF LABOR AND MATERIALS FOR
THE PARCELLARY SURVEY OF LOTS
AFFECTED BY THE STRUCTURES OF THE
ILIJAN NGCCPP PIPELINE LOCATED IN
ILIJAN, BATANGAS CITY

Specs No. : LuzP24Z1716Ss

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
Part I – Technical Specifications
Part II – Annexes |
| Section VII | - Schedule of Requirements
(Bid Price Schedule) |
| Section VIII | - Bidding Forms |

Design and Development Department



SECTION I

INVITATION TO BID



National Power Corporation

INVITATION TO BID

PUBLIC BIDDING – BCS 2024-0676

- The NATIONAL POWER CORPORATION (NPC), through its approved Corporate Budget of CY 2025 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. of Bid Docs
HO-LLR25-001 / PB241105-CM00465 (EPA) Supply of Labor and Materials for the Parcellary Survey of Lots Affected by the Structures of the Ilijan NGCCPP Pipeline located in Ilijan, Batangas City	Conduct of Parcellary Survey with corresponding approved lot surveys from the LRA/DENR	24 October 2024 9:30 A.M.	05 November 2024 9:30 A.M.	₱ 3,790,538.00 / ₱ 5,000.00
Venue: Kañao Function Room, NPC Bldg. Diliman, Quezon City				

- 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
HO-LLR25-001	Three Hundred Thirty (330) Calendar Days	Five (5) Years

- 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.
- 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. 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.
- The National Power Corporation will hold a Pre-Bid Conference on the date, time and venue stated above. Interested bidder/s is/are allowed to join and participate in the Pre-Bid Conference at the Kañao Room or virtually. However, those attending virtually shall assume the risk of any internet connectivity issues. Further, interested bidders are hereby informed of the following:

- a. Only a maximum of two (2) representatives from each bidder / company shall be allowed to participate
 - b. Wearing of Face Masks is recommended but not required in view of Proclamation No. 297 S.2023 lifting the State of Public Health Emergency Throughout the Philippines
 - 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.
 9. Bid opening shall be in the 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
Gabriel Y. Itchon Building
Senator Miriam P. Defensor-Santiago Ave. (formerly BIR Road)
Cor. Quezon Ave., Diliman, Quezon City, 1100
Tel Nos.: Tel Nos.: 8921-3541 local 5564/5713
Email: bcscsd@napocor.gov.ph /**
 12. You may visit the following websites:

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



ATTY. MELCHOR P. RIDULME
Sr. Vice President & COO and
Chairman, Bids and Awards Committee

SECTION II

INSTRUCTION TO BIDDERS

SECTION II – INSTRUCTIONS TO BIDDERS**TABLE OF CONTENTS**

Clause No.	Title	Page no.
1.	SCOPE OF BID	1
2.	FUNDING INFORMATION	1
3.	BIDDING REQUIREMENTS	1
4.	CORRUPT, FRAUDULENT, COLLUSIVE, AND COERCIVE PRACTICES	1
5.	ELIGIBLE BIDDERS	1
6.	ORIGIN OF GOODS	2
7.	SUBCONTRACTS	2
8.	PRE-BID CONFERENCE	2
9.	CLARIFICATION AND AMENDMENT OF BIDDING DOCUMENTS	3
10.	DOCUMENTS COMPRISING THE BID: ELIGIBILITY AND TECHNICAL COMPONENTS	3
11.	DOCUMENTS COMPRISING THE BID: FINANCIAL COMPONENT	3
12.	BID PRICES	3
13.	BID AND PAYMENT CURRENCIES	4
14.	BID SECURITY	4
15.	SEALING AND MARKING OF BIDS	4
16.	DEADLINE FOR SUBMISSION OF BIDS	5
17.	OPENING AND PRELIMINARY EXAMINATION OF BIDS	5
18.	DOMESTIC PREFERENCE	5
19.	DETAILED EVALUATION AND COMPARISON OF BIDS	5
20.	POST-QUALIFICATION	6
21.	SIGNING OF THE CONTRACT	6

SECTION II – INSTRUCTIONS TO BIDDERS

1. Scope of Bid

The **National Power Corporation (NPC or NAPOCOR)** wishes to receive Bids for the **SUPPLY OF LABOR AND MATERIALS FOR THE PARCELLARY SURVEY OF LOTS AFFECTED BY THE STRUCTURES OF THE ILIJAN NGCCPP PIPELINE LOCATED IN ILIJAN, BATANGAS CITY**, with identification number **LuzP24Z1716Ss**.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for CY 2024 in the amount of **₱ 5,516,682.00**.

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

3. Bidding Requirements

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

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

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

- 5.2. Foreign ownership exceeding those allowed under the rules may participate when citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines.

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

- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to at least fifty percent (50%) of the ABC.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of 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, subject to Domestic Preference requirements under **ITB** Clause 18.

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 twenty percent (20%) of the Project.

The portions of Project and the maximum percentage allowed to be subcontracted are indicated in the **BDS**, which shall not exceed twenty percent (20%) of the contracted Goods.

- 7.2. The Supplier may identify its subcontractor during the contract implementation stage. Subcontractors identified during the bidding may be changed during the implementation of this Contract. Subcontractors must submit the documentary requirements under Section 23.1 of the 2016 revised IRR of RA No. 9184 and comply with the eligibility criteria specified in **ITB** Clause 5 to the implementing or end-user unit.
- 7.3. Subcontracting of any portion of the Project does not relieve the Supplier 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 Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section VIII (NPCSF-GOODS-01 - Checklist of Technical and Financial Documents).
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within Five (5) Years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.
- 10.4. The Statement of the bidder's Single Largest Completed Contract (SLCC) (NPCSF-GOODS-03) and List of all Ongoing Government & Private Contracts Including Contracts Awarded but not yet Started (NPCSF-GOODS-02) shall comply with the documentary requirements specified in the **BDS**.

11. Documents comprising the Bid: Financial Component

- 11.1. The second bid envelope shall contain the financial documents for the Bid as specified in Section VIII (NPCSF-GOODS-01 - Checklist of Technical and Financial Documents).
- 11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.
- 11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.
- 11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

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

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

13. Bid and Payment Currencies

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

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

14. Bid Security

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

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

15. Sealing and Marking of Bids

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

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

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.

Bidders must also comply with the Disclaimer and Data Privacy Notice specified in the **BDS**.

16. Deadline for Submission of Bids

16.1. 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**.

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

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

19.3. The descriptions of the lots or items shall be indicated in **Section VI (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the

2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded to one (1) Bidder in one complete contract.

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

SECTION III

BID DATA SHEET

SECTION III - BID DATA SHEET

ITB Clause	
5.3	<p>For this purpose, similar contracts shall refer to similar contracts refer to conduct of parcellary survey with corresponding approved lot surveys from the LRA/DENR.</p> <p>The Single Largest Completed Contract (SLCC) as declared by the bidder shall be verified and validated to ascertain such completed contract. Hence, bidders must ensure access to sites of such projects/equipment to NPC representatives for verification and validation purposes during post-qualification process.</p> <p>It shall be a ground for disqualification, if verification and validation cannot be conducted for reasons attributable to the Bidder.</p>
7.1	Subcontracting shall not be allowed for this project.
10.1	The prospective bidder shall submit a valid and updated Certificate of PhilGEPs Registration under Platinum Membership (all pages including the Annex A of the said Certificate). Non-compliance shall be a ground for disqualification.
10.4	<p>The list of on-going contracts (Form No. NPCSF-GOODS-02) shall be supported by the following documents for each on-going contract to be submitted during Post-Qualification:</p> <ol style="list-style-type: none"> 1. Contract/Purchase Order and/or Notice of Award 2. Certification coming from the project owner/client that the performance is satisfactory as of the bidding date <p>The bidder shall declare in this form all his on-going government and private contracts including contracts where the bidder (either as individual or as a Joint Venture) is a partner in a Joint Venture agreement other than his current joint venture where he is a partner. Non declaration will be a ground for disqualification of bid.</p> <p>The Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid (Form No. NPCSF-GOODS-03) shall be supported by the following documents to be submitted during Bid Opening:</p> <ol style="list-style-type: none"> 1. Certificate of Acceptance; or Certificate of Completion; or Official Receipt (O.R); or Sales Invoice <p>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.</p>

10.5	<p>Bidders shall also submit the following requirements in their first envelope, Eligibility and Technical Component of their bid:</p> <ol style="list-style-type: none"> List of Bidder's personnel to be assigned to the contract to be bid, with their complete qualification and experience data (<i>Form No. NPCSF-INFR-09 – List of Key Personnel proposed to be assigned to the Contract</i>) which shall include the following minimum required personnel: <ol style="list-style-type: none"> One (1) Project Engineer Licensed Geodetic Engineer (GE) with at least ten (10) years experience in relevant survey works and have been issued Certificate of Good Standing by the Geodetic Engineers of the Philippines, Inc. Must have a valid and current Professional Regulations Commission (PRC) license. The above personnel must be either be employed by the Bidder or contracted by the Bidder to be employed for the contract to be bid. List of Bidder's equipment units, which are owned, Leased and/or under Purchase Agreements) (<i>Form No. NPCSF-INFR-12 – List of Equipment, Owned or Leased and/or under Purchase Agreements</i>) <ol style="list-style-type: none"> Two (2) Sets - Total Station Instrument in accordance with the specifications stated in TS 5.0, item 2.1 of Section VI – Technical Specifications Survey grade GPS in accordance with the specifications stated in TS 5.0, item 2.2 of Section VI – Technical Specifications
12	<p>The price of the Goods shall be quoted DDP Project Site or the applicable International Commercial Terms (INCOTERMS) for this Project.</p>
14.1	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> The amount of not less two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or The amount of not less than five percent (5%) of ABC, if bid security is in Surety Bond.
15.0	<p>All bid submissions and related correspondences are confidential and for viewing only by the intended recipient/s. Any unauthorized access to review, reproduce, or disseminate the information contained therein is strictly prohibited. The National Power Corporation (NAPOCOR) does not guarantee the security of any information electronically transmitted.</p> <p>Bid submissions and related correspondences may contain personal and sensitive personal information, and are subject to the Data Privacy Act of 2012, its implementing rules, regulations and issuances of the National Privacy Commission of the Philippines ("Privacy Laws"). By viewing, using, storing, sharing and disposing (collectively "Processing"), such bids submissions and correspondences, you agree to comply with the Privacy Laws. By responding to correspondence, you consent to the Processing by NAPOCOR of the Personal</p>

	<p>Data contained in your submission/reply in accordance with NAPOCOR's Personal Data Privacy Policy which you can find at http://www.napocor.gov.ph.</p> <p>To report any privacy issue, contact the Data Privacy Officer at dpo@napocor.gov.ph.</p> <p>NAPOCOR is not liable for the proper and complete transmission of the information contained in bid submission/correspondences nor for any delay in its receipt.</p>
19.3	<p>The Goods are grouped together in one (1) lot and will be awarded to one (1) Bidder in one complete contract.</p> <p>Partial bid is not allowed. The Goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p> <p>The Bidders bid offer must be within the ABC of the lot.</p> <p>Bid offers that exceed the ABC of the lot or with incomplete price, shall be rejected.</p>
19.5	<p>If the Bidder opted to submit a Committed Line of Credit (CLC), the bidder must submit a granted credit line valid/effective at the date of bidding.</p>
20.1	<p>Additional documents to be submitted during Post-Qualification:</p> <ol style="list-style-type: none"> Class A – Eligibility Documents listed on the Annex A of Certificate of PhilGEPs Registration under Platinum Membership pursuant to Section 34.3 of the Revised IRR of R.A. 9184 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-GOODS-02); 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-GOODS-02; Contract/Purchase Order for the contract stated in the Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid (Form No. NPCSF-GOODS-03)
20.2	<p>The licenses and permits relevant to the Project and the corresponding law requiring it as specified in the Technical Specifications, if any.</p>
21.2	<p>Notice to Proceed.</p>

SECTION IV

GENERAL CONDITIONS OF CONTRACT

SECTION IV – GENERAL CONDITIONS OF CONTRACT**TABLE OF CONTENTS**

Clause No.	Title	Page no.
1.	SCOPE OF CONTRACT	1
2.	ADVANCE PAYMENT AND TERMS OF PAYMENT	1
3.	PERFORMANCE SECURITY	1
4.	INSPECTION AND TESTS	1
5.	WARRANTY	2
6.	LIABILITY OF THE SUPPLIER.....	2

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.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract (SCC)**.

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

- 3.1. Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.
- 3.2. The performance bond to be posted by the Contractor must also comply with additional requirements specified in the **SCC**.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VI (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be

conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

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

SECTION V

SPECIAL CONDITIONS OF CONTRACT

SECTION V – SPECIAL CONDITIONS OF CONTRACT

GCC Clause	
1	The contractor shall complete the required services specified in the Scope of Works and submit the deliverables/end-products specified in Section VI – Technical Specifications within THREE HUNDRED THIRTY (330) CALENDAR DAYS from the commencement of the Contract.
2.2	Terms of Payment is stated in Clause TS-11.0 of Section VI – Technical Specifications.
3.2	<ol style="list-style-type: none"> 1. The following must be indicated in the performance bond to be posted by the Contractor: <ol style="list-style-type: none"> i. Company Name ii. Correct amount of the Bond iii. Contract/Purchase Order Reference Number iv. Purpose of the Bond: “To guarantee the faithful performance of the Principal's obligation to undertake <u>(Contract/Purchase Order Description)</u> in accordance with the terms and conditions of <u>(Contract No. & Schedule/Purchase Order No.)</u> entered into by the parties.” 2. The bond shall remain valid and effective until the duration of the contract <u>(should be specific date reckoned from the contract effectivity)</u> plus sixty (60) days after NPC's acceptance of the last delivery/final acceptance of the project. 3. In case of surety bond, any extension of the contract duration or delivery period granted to the CONTRACTOR shall be considered as given, and any modification of the contract shall be considered as authorized, as if with the expressed consent of the surety, provided that such extension or modifications falls within the effective period of the said surety bond. However, in the event that the extension of the contract duration or delivery schedule would be beyond the effective period of the surety bond first posted, it shall be the sole obligation of the CONTRACTOR to post an acceptable Performance Security within ten (10) calendar days after the contract duration/delivery period extension has been granted by NPC. 4. Other required conditions in addition to the standard policy terms issued by the Bonding Company: <ol style="list-style-type: none"> i. The bond is a penal bond, callable on demand and the entire amount thereof shall be forfeited in favor of the Obligee upon default of the Principal without the need to prove or to show grounds or reasons for demand for the sum specified therein; ii. The amount claimed by the Obligee under this bond shall be paid in full and shall never be subject to any adjustment by the Surety;

	iii. In case of claim, the Surety shall pay such claim within sixty (60) days from receipt by the Surety of the Obligee's notice of claim/demand letter notwithstanding any objection thereto by the Principal.
4	The inspections and tests that will be conducted are specified in the Technical Specifications.

SECTION VI

TECHNICAL SPECIFICATIONS

PART 1 – TECHNICAL SPECIFICATIONS
PART 2 - ANNEXES

SECTION VI

TECHNICAL SPECIFICATIONS

PART 1 – TECHNICAL SPECIFICATIONS

SECTION VI - TECHNICAL SPECIFICATION**SUPPLY OF LABOR, MATERIALS/EQUIPMENT AND TECHNICAL
SERVICES FOR THE PARCELLARY SURVEY OF LOTS AFFECTED
BY THE ILIJAN NATURAL GAS COMBINED CYCLE POWER PLANT
PIPELINE IN BATBANGAS CITY****TABLE OF CONTENTS**

<u>CLAUSENO.</u>	<u>TITLE</u>	<u>PAGENO.</u>
TS-1.0	SERVICE “LABOR, MATERIALS/EQUIPMENT AND TECHNICAL SERVICES”	1
TS-2.0	OBJECTIVE/S	1
TS-3.0	SCOPE OF WORK	1
TS-4.0	WORK QUANTITIES	2
TS-5.0	SPECIAL PROVISIONS	2
TS-6.0	TECHNICAL PROVISIONS	3
TS-7.0	SUBMISSION OF END-PRODUCTS.....	5
TS-8.0	NPC’S OBLIGATIONS	6
TS-9.0	CONTRACTOR’S OBLIGATIONS	6
TS-10.0	COMMENCEMENT AND COMPLETION PERIOD	7
TS-11.0	PAYMENT PROVISIONS	7

TS-1.0 SERVICE “LABOR, MATERIALS/EQUIPMENT AND TECHNICAL SERVICES”

The Contractor shall fully and faithfully furnish all labor, materials/equipment, technical services and complete the works, i.e., complete the survey of the National Power Corporation (NPC) untitled/unsegregated lots based on the actual lots on site, provide index maps, updated master list of affected lots/landowners, individual lot data/area computations, lot plans, technical descriptions, and gather/prepare other necessary documents for the approval of plans of the untitled/unsegregated/unsubdivided lots which were affected by the structures/facilities of the NPC's Ilijan Natural Gas Combined-Cycle Power Plant (NGCCPP) Pipelines in Brgys. Ilijan, Haligue Kanluran, Sto. Niño, and Ambulong, all within Batangas City.

TS-2.0 OBJECTIVE/S

1. To determine the actual lots which are affected by the NPC's Ilijan NGCCPP Pipeline, conduct subdivision or parcellary survey of NPC lots, and provide the names of respective landowners as reference in the titling of lots affected by the said Ilijan NGCCPP Pipeline structures/facilities.
2. To obtain ***approved survey plans, technical descriptions, geodetic engineer's certificates and index map*** of the NPC untitled/unsegregated/unsubdivided lots of the Ilijan NGCCPP Pipeline which will be used for the titling of the NPC landholdings.
3. To complete all the documents/records which are necessary to establish absolute ownership of lots for the management and disposition of NPC properties.

TS-3.0 SCOPE OF WORK

1. Research and gather necessary documents/data based on the master list of lots affected by the power plant access road as indicated in Section 4.0, Work Quantities.
2. Conduct ocular investigation of the whole area to be surveyed.
3. Verify/validate reference points, technical descriptions, lot data computations and/or other pertinent documents of the affected lots which were acquired from the file records of the Land Management Bureau (LMB), Department of Environment and Natural Resources (DENR) Regional Office, Community Environment and Natural Resources Office (CENRO), Land Registration Authority (LRA), Register of Deeds (ROD), and/or other concerned government agencies.
4. Conduct horizontal controls/traverses and instrumentation for the relocation/parcellary/segregation/subdivision survey to include definite location of the NPC untitled/unsegregated/unsubdivided lots affected by the Ilijan NGCCPP pipeline.

5. Complete survey process as herein stipulated for the lots which are actually affected by the Ilijan NGCCPP pipeline facilities. Include in the survey process lots, if any, which are not included in the current masterlist but are in fact affected.
6. Place concrete boundary monuments on parcels/subdivided lot corners which were affected by the said power plant pipeline facilities.
7. Submit technical/relocation report in case of boundary conflict/disputes which existed with the adjoining lots.
8. Prepare and compute individual lot plans with complete survey returns and the corresponding narrative technical descriptions for submission to DENR-Regional Office/Land Registration Authority for approval.
9. Secure the approval of plans of the untitled/subdivided lots from DENR/LRA together with the corresponding narrative technical descriptions and Geodetic Engineer's Certificates for submission to NPC.

TS-4.0 WORK QUANTITIES

The proposed lots for survey (detailed list of lots attached as Annex "A"):

Structure	Untitled/ Unsegregated/ Unsubdivided Lots for Survey	Estimated Total Area for Survey (in sq. m.)
Ilijan NGCCPP Pipeline in Brgys. Ilijan, Haligue Kanluran, Sto. Niño, and Ambulong, all within Batangas City	156	48,713 sq.m.

TS-5.0 SPECIAL PROVISIONS

The following provisions shall form part of the technical conditions/offer, and shall be complied with by the Contractor:

1. Implement the contract in accordance with the Bar Graph of Work Schedule (Attached as Annex "B") for the activities covered by the Scope of Work.
2. Provide specific number of the following survey instruments/equipment:
 - 2.1 Two (2) sets of Total Station Instrument with data logger, memory card or built-in memory. One instrument will serve as back-up in case problems occur with the main instrument in order to prevent unintentional delays in the work schedule. Each total station instrument shall be duly supported by updated calibration certificate from LMB. Correspondingly, calibration certificate shall be valid until at least until 31 December 2025. If the actual conduct of survey will commence after December 31, 2021, re-calibration of the

instruments by the LMB shall be required and an authenticated copy of the calibration certificate shall be presented prior to the execution of the service contract.

2.2 A survey grade Global Positioning System (GPS) will also be required in order to establish permanent control stations/reference points within the power plant premises which can be used as reference for surveys in the future. The Contractor must likewise submit calibration certificate of GPS from CGSD-NAMRIA.

3. At least one (1) survey team shall be made available during the conduct of actual field survey, including local guides whenever necessary.
4. In the course of the agreed implementation schedule, the Contractor shall submit progress report twice a month to the designated inspector (Principal Engineer C) of the NPC's Land and Land Rights Department (LLRD).
5. Billing and final acceptance shall be subject to field verification/inspection and approval of end-products by NPC-LLRD.

TS-6.0 TECHNICAL PROVISIONS

The Contractor shall comply with the following technical provisions in the implementation of this contract.

I. DATA GATHERING

All data gathered shall be properly compiled and book bound with the data arranged in the following order:

1. Table of Contents
2. Index Map (Consolidated Map of the affected lots)
3. Lot Data Arranged as follows (per lot):
 - Lot Affected by the Plant Complex
 - Lot Owner/Claimant
 - Area Affected
 - Sketch Plan in A3 size (preliminary sketch
 - Latest Tax Declaration
 - Deed of Absolute Sale or Conveyance
 - TCT/OCT (if available, for segregation/subd.)
 - Area Computation
 - Certified True Copy of Narrative Technical Description and/or Lot Data Computation
 - Affidavit of ownership, Affidavit from two (2) local barangay officials attesting to the ownership of the affected lot and/or two (2) adjacent landowners, as maybe applicable.
 - Court Clearances of no pending case for the affected lots

- Registry of Deeds Clearances of no issued titles for the affected lots
 - DENR Certifications of Land Status whether or not the affected lots are part of the Alienable and Disposable Lands
 - CENRO Certifications stating whether or not there are pending Free Patent or Public Land Applications covering the affected lots
4. Authenticated copy of NAMRIA "PRS-92" or DENR/LMB stations
 5. Tabulation of coordinates of affected lots and Reference Controls in PRS 92 and/or equivalent PPCS.
 6. Appendix (available cadastral maps)

II. FIELD SURVEYS

1. Geodetic controls and traverse closure shall be limited to the third order accuracy as referenced to the standards of CGSD-NAMRIA while survey procedures shall be referred to the standard practice set by the Department of Environment and Natural Resources (DENR) and the Manual of Land Survey in the Philippines.
2. All geodetic controls established shall be tied to the existing cadastral controls, i.e., BLLM, BBM, MBM and/or NAMRIA PRS-92. All established geodetic controls shall be permanently monumented following the standard set by the DENR and the Manual of Land Survey in the Philippines.
3. Delineate the survey project limit. Afterwhich, superimpose the affected lots based from the technical descriptions written in the mother title (if available/titled), adjoining lots' TCTs, lot data computations and/or other related documents. Concrete monuments shall be placed on parcels/subdivided lot corners which were affected by the Ilijan NGCCPP Pipeline following guidelines set by the DENR and the Manual of Land Survey in the Philippines.
4. Ensure that the location monument, i.e., BLLM, BBM, MBM and/or NAMRIA PRS-92 monument where each lots are tied, are converted into the same plane coordinate system. When plotted, all lots inside the perimeter of the boundary limits are the lots affected and occupied by the Ilijan NGCCPP Pipeline.. In effect, dangling lots or lots outside the perimeter but are still owned by NPC will likewise be determined.
5. Location of the polygons, such as houses, buildings and related structures falling within or even partly affected by the project area shall be reported and reflected in the index map.
6. For the affected parcel of lots which are not duly registered with the Land Management Bureau (LMB), Land Registration Authority (LRA), Register of Deeds (ROD) and/or other government authorities where appropriate documents/data are not available, conduct actual survey to relocate and segregate the lot/s affected with the presence of the

lot/landowners and adjacent lot/landowners or their fully designated representative/s.

7. Indiscriminate cutting of trees and other vegetation should be avoided if possible, unless it greatly affects the line of site and the survey being conducted. Proper authorities must be notified first before cutting plants or tree branches and required permits, if any, must be secured.
8. The Contractor shall submit side shots or raw survey data including the existing structure, houses, access road etc., which are located in site.

III. PREPARATION OF LOT PLAN AND LOT AREA COMPUTATION

1. The lot plan shall be prepared in standard BL form and the advance copy for LLRD shall be in A3 size for verification.
2. The lot plan shall completely indicate the technical descriptions of every affected lot in segregation/subdivision and/or advance plan, depending on what kind of plan will be submitted to DENR/LRA for approval and duly signed and sealed by the Geodetic Engineer.
3. Every lot plan prepared shall be supported by a separate Narrative Technical Description (NTD) duly signed and sealed by the Geodetic Engineer. The NTD shall provide a space for acceptance and/or notation of a duly authorized personnel of NPC (if required/applicable).
4. Print advance copies of the parcellary/subdivision survey results prepared by the Contractor and which shall be duly signed and sealed by its Geodetic Engineer for submission to NPC-LLRD.
5. In the final submission of the lot plans (A3 size) to NPC-LLRD, these shall be compiled in volume where its contents shall be composed, arranged and bound as follows:
 - Title of the book, i.e. Owner's Name, Project's Name, Location, etc.
 - Table of Contents
 - Index Map indicating the project area with coordinates in tabular form on a clear space without obstructing the details of the drawing.
 - Lot plan/s with technical descriptions duly signed and sealed by the Geodetic Engineer

TS-7.0 SUBMISSION OF END-PRODUCTS

The Contractor shall submit the following End-Products to the NPC-LLRD:

1. A separate Index Map or Master Plan of the parcellary/subdivision survey in one coordinate system or using NAMRIA PRS-92 at a convenient and readable scale in one (1) original sepia/mylar film plus three (3) sets of print copies. GPS data should also be indicated reflecting the coordinates of the established control stations/reference points data which can be used as permanent reference for future surveys.

2. Book bound compilation of lot/s data gathered as described in TS 6.1 - I – one (1) original and three (3) reproduced copies.
3. Final and original copies of Book Bound compilation of lot plans as described in TS 6.0 – III-5.
4. Digital copy of the drawings and DWG Files in CD format which are usable and acceptable to systems used at NPC. (Civil 3D 2021 or lower AutoCAD version)
5. Sepia copies of the segregation/subdivision and/or advance plans of the surveyed affected lots which have been duly approved by the DENR/LRA together with the corresponding narrative technical descriptions and Geodetic Engineer's Certificates.

TS-8.0 NPC'S OBLIGATIONS

1. Provide the Contractor with a clear copy of the masterlist of lots affected by the Ilijan NGCCPP Pipeline.
2. Assist the Contractor in securing permit to enter the site/premises by coordinating with the respective power plant personnel or officials concerned.
3. Facilitate the information dissemination regarding the activities of the Contractor to the barangays and municipalities affected by the project.
4. Provide the Contractor with NPC standard forms such as Affidavit of Ownership, Affidavit of two (2) barangay officials attesting to the ownership of the affected lot and Affidavit of Adjoining Landowners which will be used as supporting documents in the approval of lot plans of the unregistered/untitled/subdivided lots.
5. Provide the Contractor with photocopies of any available documents of ownership such as Deed of Sale or document of conveyance to NPC and/or tax declarations.
6. Facilitate payment to the Contractor upon its submission of the required documents.
7. Issue Certificate of Final Acceptance prior to the release of the 10% retention fee.

TS-9.0 CONTRACTOR'S OBLIGATIONS

1. Furnish labor, technical services, equipment during the conduct of relocation/segregation/subdivision/parcellary surveys.

2. Research and gather other lot information/documents affected by the project as described in TS 6.0 - I except the Deed of Sale or documents of conveyance to NPC and the latest tax declarations which shall be provided by NPC.
3. Secure permit to enter the premises of affected lots and coordinate with the respective barangay officials before the conduct of field survey.
4. Submission of semi-monthly report including raw survey data to NPC-LLRD.
5. Deal with claimants/occupants who are not willing to allow the conduct of survey within their premises/claimed area, with the help/assistance from the barangay officials, if necessary, in order to prevent delays in the work schedule. The said matter/incident, together with the name of said claimants/occupants and the affected lot, will be included in the report which will be furnished to NPC-LLRD.
6. Progressive submission of index or consolidated map, lot information/documents and individual lot sketches as preliminary input and information for NPC.
7. For all unregistered/unsegregated/unsubdivided lots, submission of individual lot sketch plan duly and properly signed by the landowner and adjacent landowners supported by affidavit of ownership, affidavit of two (2) barangay officials to affirm ownership and affidavit of adjoining landowners as may be required by NPC to support ownership.
8. Submission of individual lot plans and survey returns/supporting documents to DENR-Regional office or LRA (in case titled), for approval.
9. Submission of final end products as stipulated under TS-7.0 "Submission of End-Products".

TS-10.0 COMMENCEMENT AND COMPLETION PERIOD

1. The agreed work shall commence within fifteen (15) calendar days from the date of receipt of the NOTICE TO PROCEED (NTP) and/or PURCHASE ORDER (PO). All the works stated under TS - 3.0 Scope of Work shall be completed in three hundred thirty (330) calendar days or eleven (11) months reckoned from the date of acceptance of the Purchase Order plus any extension of time duly granted in accordance with the contract.
2. NPC shall issue the Notice to Proceed not later than fifteen (15) days from the date of approval of the agreements and/or purchase order. The effectivity date of the Notice to Proceed shall be specified.

TS-11.0 PAYMENT PROVISIONS

Payment to Contractor shall be made upon submission of progress billing report indicating the accomplishment based on the assigned relative weight for each activity. Such payment shall be based on actual accomplishment as certified by

the NPC assigned personnel/engineer with a 10% retention to be deducted from each billing and which will be paid upon full completion and acceptance of the project. For the purpose of progress billing, payment shall be made in four (4) stages based on the following:

Particulars	Percentage of Total Contract Price (%)	Proof of Billing
I. Data Gathering and Field Survey:		
1. Mobilization	5	NTP Copy/Report
2. Research and Data Gathering		
a. Identification of Affected lots	5	List of Lots, OCT/TCT/ Tax Dec., Name of Owner, Actual Field Survey Report
b. Lot Data Information	5	-do-
3. Establishment of horizontal/ traverse/ GPS controls	5	Actual Field Survey Report
4. Location of boundaries and project limit with one corner tied to known BBM / BLLM / NAMRIA PRS-92 monuments.	5	-do-
5. Location of NPC structures/ facilities	5	Lot Plan/ Actual Field Survey Report/ Certificate of Appearance from the Plant Personnel or concerned official
6. Conduct Relocation/Segregation/ Subdivision/Parcellary Survey	10	-do-
Total:	40%	
II. Data Processing, Preparation of Plans and Submission to DENR/LRA:		
7. Data Processing	10	Index Map/Lot Plan
8. Plotting and Plan Preparation	5	-do-
9. Submission of plans, survey returns/ supporting documents to DENR- Regional office/LRA for approval	5	Proof of Receipt of Documents by DENR/LRA
Total:	20%	
III. Submission of DENR Approved Plans and Other Docs. to NPC:		
10. Processing and approval of the Lot Plan, Narrative Technical Description and Lot Area computation at DENR- Regional Office/LRA	30%	Lot Plan, Lot Area Computation, Narrative Technical Description, G.E. Certificate

11. Submission of approved Lot Plan, Narrative Technical Description, G.E. Certificate and Lot Area computation duly signed, certified by the Geodetic Engineer to NPC	10%	Lot Plan, Lot Area Computation, Narrative Technical Description, G.E. Certificate
Total:	40%	
OVER-ALL WORK % TOTAL =	100%	
IV. Release of 10% Retention Money:		
Note: For each billing, 10% retention will be deducted and will be released only upon full completion and acceptance of the project	10%	Issuance of Certificate of Final Acceptance by NPC

SECTION VI

TECHNICAL SPECIFICATIONS

PART 2 – ANNEXES

Annex A – Detailed List of Lots

Annex B – Bar Graph of Work Schedule

Installation Name: ILIJAN NGCPP PIPELINE

ITEM NO	LINE NO	AREA IN SQ.M	TAKE OFF	LOCATION
1	16575-F	156.00	052-02518	ILIJAN
2	16574-C	1,147.00	052-02521	ILIJAN
3	16209 pt. 16211 pt.	908.00	052-02575	ILIJAN
4	16208 pt.	220.00	052-03348	ILIJAN
5	16490 pt.	461.00	052-03051	ILIJAN
6	16263-B2	1,266.00	052-03082	ILIJAN
7	16209-B3	146.00	052-03123	ILIJAN
8	16263 pt.	144.00	052-03108	ILIJAN
9	16186-Q	307.00	052-03350	ILIJAN
10	16490-U	733.00	052-02580	ILIJAN
11	16209-H	151.00	052-03111	ILIJAN
12	16575-G	459.00	052-02515	ILIJAN
13	16570-C	83.00	052-02509	ILIJAN
14	16572-C	546.00	052-02512	ILIJAN
15	16209-M	167.00	052-03114	ILIJAN
16	16186-V	624.00	052-03336	ILIJAN
17	16209-R	135.00	052-03117	ILIJAN
18	16490-O	1,541.00	052-02572	ILIJAN
19	16211-CC	344.00	052-03096	ILIJAN

ITEM NO.	ITEM DESCRIPTION	AREA (IN SQ. FT.)	EST. NO.	LOCATION
20	16340-R	432.00	052-03005	ILIJAN
21	16339-C	183.00	052-03008	ILIJAN
22	16211-X	186.00	052-03099	ILIJAN
23	16211-S	180.00	052-03102	ILIJAN
24	16211-M	196.00	052-03105	ILIJAN
25	16329-C	915.00	052-03017	ILIJAN
26	16325-C	952.00	052-03014	ILIJAN
27	16211-H	151.00	052-03120	ILIJAN
28	16323-J	552.00	052-03011	ILIJAN
29	16186-L	785.00	052-03345	ILIJAN
30	16339-H	125.00	052-03026	ILIJAN
31	16263 pt. - D	331.00	052-03023	ILIJAN
32	16340-M	328.00	052-03020	ILIJAN
33	16186 pt.	1,447.00	052-03078	ILIJAN
34	16320-C	76.00	052-02551	ILIJAN
35	16174 pt.	156.00	052-03383	ILIJAN
36	16263-C2	122.00	052-03386	ILIJAN
37	16319-E	358.00	052-03374	ILIJAN
38	16322-A3	900.00	052-03362	ILIJAN
39	16321-C	444.00	052-03359	ILIJAN
40	16174-D2	90.00	052-03390	ILIJAN

ITEM NO.	ITEM NO.	AREA TO SURVEY	PROJECT NO.	PROJECT NAME
41	16174-E2	389.00	052-03393	ILIJAN
42	16174-A2	223.00	052-03407	ILIJAN
43	15520 pt. (K)	467.00	050-01510 - NPC	HALIGUE KANLURAN
44	16963-C	235.00	050-00878 - NPC	HALIGUE KANLURAN
45	15252-H	227.00	050-01507 - NPC	HALIGUE KANLURAN
46	15220-D	606.00	050-01514 - NPC	HALIGUE KANLURAN
47	15499- C	521.00	050-00840- NPC	HALIGUE KANLURAN
48	15248-C & 15263	253.00	050-00850- NPC	HALIGUE KANLURAN
49	15249-C	251.00	050-00847- NPC	HALIGUE KANLURAN
50	15247-C	263.00	050-00857-NPC	HALIGUE KANLURAN
51	15520- G	377.00	050-00843- NPC	HALIGUE KANLURAN
52	15178- C	1,593.00	050-00834- NPC	HALIGUE KANLURAN
53	15178- J	262.00	050-00837- NPC	HALIGUE KANLURAN
54	15187-C	359.00	050-00816- NPC	HALIGUE KANLURAN
55	15185 pt - C	255.00	050-00818- NPC	HALIGUE KANLURAN
56	16964 - F & G	122.00	050-00832- NPC	HALIGUE KANLURAN
57	16964 - C	445.00	050-00830- NPC	HALIGUE KANLURAN
58	15510 - C	261.00	050-00799- NPC	HALIGUE KANLURAN
59	15510- H	327.00	050-00805- NPC	HALIGUE KANLURAN
60	15246- C	154.00	050-00821- NPC	HALIGUE KANLURAN
61	15252- C	221.00	050-00802- NPC	HALIGUE KANLURAN

ITEM NO.	DESCRIPTION	AREA (SQ. M.)	PRICE	REMARKS
62	16962- F	888.00	050-00813- NPC	HALIGUE KANLURAN
63	16971- E	425.00	050-00827- NPC	HALIGUE KANLURAN
64	15197- C	518.00	050-00824- NPC	HALIGUE KANLURAN
65	16962- I	412.00	050-00867- NPC	HALIGUE KANLURAN
66	15498- C	329.00	050-00893 - NPC	HALIGUE KANLURAN
67	15253- C	108.00	050-00864 - NPC	HALIGUE KANLURAN
68	15517 pt.	613.00	050-00870 - NPC	HALIGUE KANLURAN
69	15517- C	1,174.00	050-00873 - NPC	HALIGUE KANLURAN
70	15243- C	795.00	050-00808- NPC	HALIGUE KANLURAN
71	15516- C	274.00	050-00896 - NPC	HALIGUE KANLURAN
72	15519-C1B	365.00	050-01501 - NPC	HALIGUE KANLURAN
73	15519-B-2	337.00	050-01521 - NPC	HALIGUE KANLURAN
74	15064-AA	102.00	094-01115 - NPC	STO. NIÑO
75	12601-B3	448.00	094-01094 - NPC	STO. NIÑO
76	15551-C	174.00	094-01080 - NPC	STO. NIÑO
77	12601-A3	273.00	094-01101 - NPC	STO. NIÑO
78	12592-B7B3	178.00	094-01104 - NPC	STO. NIÑO
79	12618-C, D, E	127.00	094-01046- NPC	STO. NIÑO
80	12590 - F	307.00	094-01044- NPC	STO. NIÑO
81	12581 - C	228.00	094-01038- NPC	STO. NIÑO
82	12583 - C	277.00	094-00995- NPC	STO. NIÑO

ITEM NO.	DESCRIPCION	CANTIDAD	PRECIO UNITARIO	TOTAL
83	12580 - C	213.00	094-01041- NPC	STO. NIÑO
84	15064 - R & S	157.00	094-01049- NPC	STO. NIÑO
85	15172 - C	125.00	094-01054- NPC	STO. NIÑO
86	15096- B	315.00	094-01051- NPC	STO. NIÑO
87	12608- C	557.00	094-00959- NPC	STO. NIÑO
88	15064- M	113.00	094-01004- NPC	STO. NIÑO
89	15090- C	114.00	094-00986- NPC	STO. NIÑO
90	15064- V	109.00	094-00983- NPC	STO. NIÑO
91	15089- C	95.00	094-01001- NPC	STO. NIÑO
92	12579- C	359.00	094-00980- NPC	STO. NIÑO
93	15063- C	7.00	094-01028- NPC	STO. NIÑO
94	15090- S	98.00	094-01029- NPC	STO. NIÑO
95	15090- I	182.00	094-01032- NPC	STO. NIÑO
96	12617- C	468.00	094-00974- NPC	STO. NIÑO
97	15064- C	88.00	094-00989- NPC	STO. NIÑO
98	15171- C	158.00	094-01012- NPC	STO. NIÑO
99	15090- N	170.00	094-01021- NPC	STO. NIÑO
100	15173- C	125.00	094-01009- NPC	STO. NIÑO
101	15177- C	216.00	094-00998- NPC	STO. NIÑO
102	12594- C	245.00	094-01015- NPC	STO. NIÑO
103	12615- C	411.00	094-00992- NPC	STO. NIÑO

104	15095- C	135.00	094-01085- NPC	STO. NIÑO
105	15174-C	84.00	094-01797 - NPC	STO. NIÑO
106	11813-B	620.00	095-01211 - NPC	AMBULONG
107	11813-D	244.00	095-01213 - NPC	AMBULONG
108	11813-E	16.00		AMBULONG
109	11953-D	57.00	095-01675 - NPC	AMBULONG
110	11958-A3	16.00	095-01727 - NPC	AMBULONG
111	11958-B3	51.00	095-01752 - NPC	AMBULONG
112	11958-C3	56.00	095-01725 - NPC	AMBULONG
113	11958-D3	39.00	095-01754 - NPC	AMBULONG
114	11958-E2	53.00	095-01879 - NPC	AMBULONG
115	11958-F2	43.00	095-01881 - NPC	AMBULONG
116	11958-G3	22.00	095-01729 - NPC	AMBULONG
117	11959-B	343.00	095-01877 - NPC	AMBULONG
118	11959-C	79.00		AMBULONG
119	11960-L	64.00	095-01174 - NPC	AMBULONG
120	11960-M	64.00	095-01193 - NPC	AMBULONG
121	11960-N	64.00	095-01182 - NPC	AMBULONG
122	11960-O	57.00	095-01691 - NPC	AMBULONG
123	11960-K	61.00	095-01261 - NPC	AMBULONG
124	11960-R	7.00		AMBULONG

ITEM NO	DESCRIPTION	PRICE	UNIT	REMARKS
125	11975-D	435.00	095-01693 - NPC	AMBULONG
126	11975-E	4.00		AMBULONG
127	11976-C	291.00	095-01759 - NPC	AMBULONG
128	11976-D	2.00		AMBULONG
129	11978-C	390.00	095-01686 - NPC	AMBULONG
130	11978-D	3.00		AMBULONG
131	11982-E	23.00	095-01689 - NPC	AMBULONG
132	11983-G	360.00	095-01705 - NPC	AMBULONG
133	11983-I	54.00	095-01159 - NPC	AMBULONG
134	11983-K	30.00		AMBULONG
135	11983-J	87.00	095-01219 - NPC	AMBULONG
136	11983-L	26.00		AMBULONG
137	11984-F	416.00	095-01187 - NPC	AMBULONG
138	11984-G	69.00		AMBULONG
139	11984-H	201.00	095-00188 - NPC	AMBULONG
140	11984-I	258.00	095-01189 - NPC	AMBULONG
141	11984-J	42.00	095-01262 - NPC	AMBULONG
142	11984-L	468.00	095-01264 - NPC	AMBULONG
143	11984-O	1,619.00	095-01184 - NPC	AMBULONG
144	11984-P	5.00		AMBULONG
145	11984-Q	17.00		AMBULONG

ITEM NO.	DESCRIPTION	AREA (sq. m.)		
146	11994-C	52.00	095-01694 - NPC	AMBULONG
147	11994-D	17.00		AMBULONG
148	11994-G	132.00	095-01196 - NPC	AMBULONG
149	11994-I	104.00	095-01198 - NPC	AMBULONG
150	11994-O	216.00	095-01171 - NPC	AMBULONG
151	11994-R	329.00	095-01179 - NPC	AMBULONG
152	12000-D	507.00	095-01258 - NPC	AMBULONG
153	12000-pt.[I-1 pt.] (12000-G)	256.00	095-01222 - NPC	AMBULONG
154	12000-O	194.00	095-01677 - NPC	AMBULONG
155	12000-S	692.00	095-01744 - NPC	AMBULONG
156	12000 pt. (12000-W)	304.00	095-01735 - NPC	AMBULONG

TOTAL AREA = 48,713.00

SECTION VII

SCHEDULE OF REQUIREMENTS

(BID PRICE SCHEDULE)

SECTION VII – SCHEDULE OF REQUIREMENTS

LuzP24Z1716Ss

**SECTION VII – SCHEDULE OF REQUIREMENTS
(BID PRICE SCHEDULE)**

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE OF SERVICES TO BE RENDERED		TOTAL PRICE
				Unit Price of Services (Php)	Value Added Tax & other Taxes (Php)	[c x (e + f)]
(a)	(b)	(c)	(d)	(e)	(f)	(g)
1.0	Parcellary Survey of Lots Affected by the Structures of the Ilijan NGCCPP Pipeline <i>Note: Bid Price must be supported with detailed cost estimates.</i>	1	lot			
TOTAL BID AMOUNT (Php)						

Name of Bidder: _____

Authorized Representative: _____

Signature of Representative: _____

SECTION VIII

BIDDING FORMS

SECTION VIII – BIDDING FORMS

TABLE OF CONTENTS

NPCSF-GOODS-01	- Checklist of Technical and Financial Envelope Requirements for Bidders
NPCSF-GOODS-02	- List of all Ongoing Government & Private Contracts Including Contracts Awarded but not yet Started
NPCSF-GOODS-03	- Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid
NPCSF-GOODS-04	- Computation of Net Financial Contracting Capacity (NFCC)
NPCSF-GOODS-05	- Joint Venture Agreement
NPCSF-GOODS-06a	- Form of Bid Security : Bank Guarantee
NPCSF-GOODS-06b	- Form of Bid Security : Surety Bond
NPCSF-GOODS-06c	- Bid Securing Declaration Form
NPCSF-GOODS-07	- Omnibus Sworn Statement (Revised)
NPCSF-GOODS-08	- Bid Letter
NPCSF-INFR-09	- List of Key Personnel proposed to be assigned to the Contract
NPCSF-INFR-12	- List of Equipment, Owned or Leased and/or under Purchase Agreement, Pledged to the Proposed Project

SECTION VIII – BIDDING FORMS

Standard Form No: NPCSF-GOODS-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)**

- PhilGEPs Certificate of Registration and Membership under Platinum Category (all pages) in accordance with Section 8.5.2 of the Revised IRR of RA. 9184;

Note: The failure by the prospective bidder to update its Certificate with the current and updated Class “A” eligibility documents shall result in the automatic suspension of the validity of its Certificate until such time that all of the expired Class “A” eligibility documents has been updated

- Statement of all its ongoing government and private contracts if any, whether similar or not similar in nature and complexity to the contract to be bid (NPCSF-GOODS-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-GOODS-03) complete with the following supporting documents:

1. Certificate of Acceptance; or Certificate of Completion; or Official Receipt (O.R); or Sales Invoice

(The Single Largest Completed Contract (SLCC) as declared by the bidder shall be verified and validated to ascertain such completed contract. Hence, bidders must ensure access to sites of such projects/equipment to NPC representatives for verification and validation purposes during post-qualification process.

It shall be a ground for disqualification, if verification and validation cannot be conducted for reasons attributable to the Bidder.)

- Duly signed computation of its Net Financial Contracting Capacity (NFCC) at least equal to the ABC (NPCSF-GOODS-04) or a Committed Line of Credit (CLC) at least equal to ten percent (10%) of the ABC, issued by a Universal or Commercial Bank; If the Bidder opted to submit a Committed Line of Credit (CLC), the bidder must submit a granted credit line valid/effective at the date of bidding.

b. (CLASS B)

- For Joint Venture (if applicable), any of the following:
 - Valid Joint Venture Agreement (NPCSF-GOODS-05)
 - OR**
 - Notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA, if awarded the contract

2. Technical Documents

- Bid Security, any one of the following:
 - Bid Securing Declaration (NPCSF-GOODS-06c)
 - OR**

SECTION VIII – BIDDING FORMS

Standard Form No: NPCSF-GOODS-01

- 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-GOODS-06a) - 2% of ABC;
OR
- Surety Bond callable upon demand issued by a reputable surety or insurance company (NPCSF-GOODS-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-GOODS-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)
- List of Bidder's personnel to be assigned to the contract to be bid, with their complete qualification and experience data (Form No. NPCSF-INFR-09 – List of Key Personnel proposed to be assigned to the Contract)
- List of Bidder's equipment units, which are owned, leased and/or under purchase agreements (Form No. NPCSF-INFR-12 – List of Equipment, Owned or Leased and/or under Purchase Agreements) with the specifications stated in TS 5.0 of Section VI – Technical Specifications

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-GOODS-08)
- Duly signed and completely filled-out Schedule of Requirement (Section VII) indicating the unit and total prices per item and the total amount in the prescribed Price Schedule form.

SECTION VIII – BIDDING FORMS

Standard Form No: NPCSF-GOODS-01

CONDITIONS:

1. Each Bidder shall submit Two (2) copies of the first and second components of its Bid, marked Original and photocopy. Only the original copy will be read and considered for the bid. Any misplaced document outside of the Original copy will not be considered. The photocopy is ONLY FOR REFERENCE. 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.
2. In the case of foreign bidders, the eligibility requirements under Class "A" Documents (except for Tax Clearance) may be substituted by the appropriate equivalent documents, if any, issued by the country of the foreign bidder concerned. The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines.

These documents shall be accompanied by a Sworn Statement in a form prescribed by the GPPB stating that the documents submitted are complete and authentic copies of the original, and all statements and information provided therein are true and correct. Upon receipt of the said documents, the PhilGEPS shall process the same in accordance with the guidelines on the Government of the Philippines – Official Merchants Registry (GoP-OMR).
3. A Bidder not submitting bid for reason that his cost estimate is higher than the ABC, is required to submit his letter of non-participation/regret supported by corresponding detailed estimates. Failure to submit the two (2) documents shall be understood as acts that tend to defeat the purpose of public bidding without valid reason as stated under Section 69.1.(i) of the revised IRR of R.A. 9184.

SECTION VIII – BIDDING FORMS

Standard Form Number: NPCSF-GOODS-02

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

Business Name : _____

Business Address : _____

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

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

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

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

Submitted by : _____
(Printed Name & Signature)

Designation : _____

Date : _____

SECTION VIII – BIDDING FORMS

Standard Form Number: NPCSF-GOODS-03

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

Business Name : _____
 Business Address : _____

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

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

Submitted by : _____
 (Printed Name & Signature)
 Designation : _____
 Date : _____

SECTION VIII – BIDDING FORMS

Standard Form Number: NPCSF-GOODS-04

NET FINANCIAL CONTRACTING CAPACITY (NFCC)

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

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

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

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

NFCC = P _____

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

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Date : _____

SECTION VIII – BIDDING FORMS

Standard Form Number: NPCSF-GOODS-05

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

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

- and -

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

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

NAME OF PROJECT**CONTRACT AMOUNT**

That the capital contribution of each member firm:

NAME OF FIRM	CAPITAL CONTRIBUTION
1. _____	P _____
2. _____	P _____

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

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

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

Name & Signature of Authorized Representative

Official Designation

Name of Firm

Name & Signature of Authorized Representative

Official Designation

Name of Firm

Witnesses

1. _____

2. _____

[Jurat]

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

Standard Form Number: NPCSF-GOODS-06a

FORM OF BID SECURITY (BANK GUARANTEE)

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

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

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

THE CONDITIONS of this obligation are that:

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

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

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

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

(Signature, Name and Address)

Standard Form Number: NPCSF-GOODS-06b

FORM OF BID SECURITY (SURETY BOND)

BOND NO.: _____ DATE BOND EXECUTED: _____

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

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

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

NOW, THEREFORE, the conditions of this obligation are:

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

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

PROVIDED HOWEVER, that the Surety shall not be:

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

SECTION VIII – BIDDING FORMS

*Standard Form Number: NPCSF-GOODS-06b**Page 2 of 2*

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

PRINCIPAL _____ SURETY _____

SIGNATURE(S) _____ SIGNATURES(S) _____

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

SEAL _____ SEAL _____

SECTION VIII – BIDDING FORMS

Standard Form No: NPCSF-GOODS-06c

REPUBLIC OF THE PHILIPPINES)
CITY OF _____) S.S.**BID-SECURING DECLARATION**
SUPPLY OF LABOR AND MATERIALS FOR THE PARCELLARY SURVEY OF LOTS
AFFECTED BY THE STRUCTURES OF THE ILIJAN NGCCPP PIPELINE LOCATED IN
ILIJAN, BATANGAS CITY
(LuzP24Z1716Ss)To: **National Power Corporation**
Gabriel Y. Itchon Building
Sen. Miriam P. Defensor-Santiago Blvd.
(formerly BIR Road) corner Quezon Avenue
Diliman, Quezon City, Philippines 1100I/We¹, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Bid Security, which may be in the form of a Bid-Securing Declaration.
2. I/We accept that: (a) I/we will be automatically disqualified from bidding for any contract with any procuring entity for a period of two (2) years upon receipt of your Blacklisting Order; and, (b) I/we will pay the applicable fine provided under Section 6 of the Guidelines on the Use of Bid Securing Declaration, within fifteen (15) days from receipt of the written demand by the Procuring Entity for the commission of acts resulting to the enforcement of the Bid Securing Declaration under Sections 23.1 (b), 34.2, 40.1 and 69.1, except 69.1 (f) of the IRR of R.A. 9184; without prejudice to other legal action the government may undertake.
3. I/We understand that this Bid-Securing Declaration shall cease to be valid on the following circumstances:
 - (a) Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - (b) I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right;
 - (c) I am/we are declared as the bidder with the Lowest Calculated and Responsive Bid, and I/we have furnished the performance security and signed the Contract.

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

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

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

Standard Form No: NPCSF-GOODS-07

Omnibus Sworn Statement (Revised)**REPUBLIC OF THE PHILIPPINES)**
CITY/MUNICIPALITY OF _____) S.S.**AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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

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

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

[If a partnership or cooperative:] None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee

SECTION VIII – BIDDING FORMS

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

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

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

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

SECTION VIII – BIDDING FORMS

Standard Form No: NPCSF-GOODS-08

BID LETTER

Date: _____

To: **THE PRESIDENT**
National Power Corporation
Gabriel Y. Itchon Building
Sen. Miriam P. Defensor-Santiago Blvd.
(formerly BIR Road) corner Quezon Avenue
Diliman, Quezon City, Philippines 1100

Gentlemen:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to perform **SUPPLY OF LABOR AND MATERIALS FOR THE PARCELLARY SURVEY OF LOTS AFFECTED BY THE STRUCTURES OF THE ILIJAN NGCCPP PIPELINE LOCATED IN ILIJAN, BATANGAS CITY (LuzP24Z1716Ss)** in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to supply and deliver the goods and perform other services, if required within the contract duration and in accordance with the scope of the contract specified in the Schedule of Requirements and Technical Specifications.

If our Bid is accepted, we undertake to provide a performance security in the form, amounts, and within the times specified in the Bidding Documents.

We agree to abide by this Bid for the Bid Validity Period specified in Bid Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your Notice of Award, shall be binding upon us.

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

We certify/confirm that we comply with the eligibility requirements pursuant to the Bidding Documents.

We likewise certify/confirm that the undersigned, *[for sole proprietorships, insert: as the owner and sole proprietor or authorized representative of [Name of Bidder]* has the full power and authority to participate, submit the bid, and to sign and execute the ensuing contract, on the latter's behalf for the *[Name of Project]* of the National Power Corporation *[for partnerships, corporations, cooperatives, or joint ventures, insert: is granted full power and authority by the [Name of Bidder]* to participate, submit the bid, and to sign and execute the ensuing contract on the latter's behalf for *[Name of Project]* of the National Power Corporation.

We acknowledge that failure to sign each and every page of this Bid Letter, including the attached Schedule of Requirements (Bid Price Schedule), shall be a ground for the rejection of our bid.

*[name and signature of authorized signatory]*_____
[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____
[name of bidder]