

PHILIPPINE BIDDING DOCUMENTS

(Procurement of INFRASTRUCTURE PROJECTS)

FOR

REPAIR OF ADFIN MANAGER'S OFFICE AND EXISTING WINDOWS AND BLINDS AT ADFIN OFFICE OF AGUS 2 HPP

P.R. No.: MA-A2M23-083

Contracts Management Office Logistics Division

> Sixth Edition July 2020 Rev. 3

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Glossary of Terms, Abbreviations, and Acronyms

ABC -Approved Budget for the Contract.

ARCC - Allowable Range of Contract Cost.

BAC - Bids and Awards Committee.

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

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

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

BIR - Bureau of Internal Revenue.

BSP - BangkoSentralngPilipinas.

CDA - Cooperative Development Authority.

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

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

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

CPI - Consumer Price Index.

DOLE - Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI - Government Financial Institution.

GOCC -Government-owned and/or -controlled corporation,

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

GOP – Government of the Philippines.

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

LGUs - Local Government Units.

NFCC - Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB - Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA—Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

 ${\bf SLCC-Single\ Largest\ Completed\ Contract}.$

UN - United Nations.

NAME OF PROJECT : REPAIR OF ADFIN MANAGER'S OFFICE AND EXISTING WINDOWS AND BLINDS AT ADFIN OFFICE, AGZ PR NO./REF. NO.: MA-A2M23-083/INFRA2023-AG2-032

SECTION I- INVITATION TO BID

Section I. Invitation to Bid

SECTION I- INVITATION TO BID



MinGen

Invitation to Bid for REPAIR OF ADFIN MANAGER'S OFFICE AND EXISTING WINDOWS AND BLINDS AT ADFIN OFFICE OF AGUS 2 HPP

- The NATIONAL POWER CORPORATION-MINDANAO GENERATION, through the approved Corporate Budget of NPC for CY 2023 intends to apply the sum of One Million Four Hundred Ninety Nine Thousand Six Hundred Ninety One & 04/100 Pesos (PHP1.499,691.04) being the Approved Budget for the Contract (ABC) to payments under the contract for Repair of AdFin Manager's Office and Existing Windows and Blinds at AdFin Office, Agus 2 HEP, Pawak, Sagujaran, Lanao de Sur (INFRA2023-AG2-032). Bids received in excess of the ABC shall be automatically rejected at bid opening.
- 2. The NATIONAL POWER CORPORATION-MINDANAO GENERATION now invites bids for the above Procurement Project. Completion of the Works is required Eighty (80) calendar days. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
- 3. Bidding will be conducted through open competitive bidding procedures using nondiscretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
- Interested bidders may obtain further information from BAC Secretariat, NATIONAL POWER CORPORATION-MINDANAO GENERATION and inspect the Bidding Documents at the address given below from 8:00 AM – 5:00 PM Monday to Friday.
- 5. A complete set of Bidding Documents may be acquired by interested Bidders on May 29 to June 19, 2023 from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of *Three Thousand Pesos (PHP 3,000.00)*. The Procuring Entity shall allow the bidder to pay online and present its proof of payment for the fees in person, by facsimile, or through electronic means. For those prospective bidders who wish to pay online, below are the details of the account:

NPC GENCO 5 COLLECTIONS FUND Landbank Account name

Landbank Account0 number : 0321-1689-14 It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

- 6. The NATIONAL POWER CORPORATION—MINDANAO GENERATION will hold a Pre-Bid Conference on June 5, 2023 at 9:00 AM at Bidding Room, NPC-Mindanao Generation Headquarters, Maria Cristina, Iligan City and/or through videoconferencing/webcasting via ZOOM, which shall be open to prospective bidders. Interested online attendees are required to pre-register one (1) day before the scheduled pre-bidding conference. For pre-registration, contact tel. no. (063)-222-3459 or email logistics afd mingen@napocor.gov.ph.
- Bids must be duly received by the BAC Secretariat through manual submission at the
 office address as indicated below, on or before June 19, 2023 at 9:30 AM. Late bids
 shall not be accepted.
- 8. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 15.
- 9. Bid opening shall be on *June 19*, 2023 at 9:30 AM at the Bidding Room, NPC-Mindanao Generation Headquarters, Maria Cristina, Iligan City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
- 10. This project requires submission of at least:
 - Certificate of Site Inspection
- 11. The NATIONAL POWER CORPORATION—MINDANAO GENERATION reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
- 12. For further information, please refer to:

BAC Secretariat

Contracts Management Office
Logistics Division
Mindanao Generation Headquarters
National Power Corporation
Maria Cristina, Iligan City
logistics_afd_mingen@napocor.gov.ph
Tel. No.: (063)222-3459
Fax No.: (063)223-8355/(063)223-4604

www.napocor.gov.ph

13. You may visit the following websites:

For downloading of Bidding Documents: https://www.philgeps.gov.ph/ or https://www.napocor.gov.ph/BCSD/bids.php

REYNANTE T. CIRUELA Chairman, Bids and Awards Committee Mindanao Generation Headquarters

Date of PhilGEPS Publication: 29 May 2023

BID DOCUMENTS

NAME OF PROJECT : REPAIR OF ADFIN MANAGER'S OFFICE AND EXISTING WINDOWS AND BLINDS AT ADFIN OFFICE, AG2

SECTION II- INSTRUCTION TO BIDDERS

PR NOJREF, NO.: MA-A2M23-083/INFRA2023-AG2-032

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, NATIONAL POWER CORPORATION-MINDANAO GENERATION invites Bids for the REPAIR OF ADFIN MANAGER'S OFFICE AND EXISTING WINDOWS AND BLINDS AT ADFIN OFFICE OF AGUS 2 HPP, PAWAK, SAGUIARAN, LANAO DE SUR, with Project Identification Number INFRA2023-AG2-036.

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

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for CY 2023 in the amount of *One Million Five Hundred Thousand Pesos (PHP1,500,000.00)*
- 2.2. The source of funding is:
 - a. GOCC and GFIs, the proposed Corporate Operating Budget.

3. Bidding Requirements

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

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

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

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

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

5. Eligible Bidders

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

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

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

6. Origin of Associated Goods

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

7. Subcontracts

7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than fifty percent (50%) of the Project.

The Procuring Entity has prescribed that:

a. Subcontracting is not allowed.

8. Pre-Bid Conference

PR NO./REF. NO.: MA-A2M23-083/INFRA2023-AG2-032 SECTION II- INSTRUCTION TO BIDDERS

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 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.

Technical Eligibility and 10. Documents Comprising the Bid: Components

- The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section IX. Checklist of Technical and Financial Documents.
- If the eligibility requirements or statements, the bids, and all other documents 10.2. 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.
- A valid PCAB License is required, and in case of joint ventures, a valid special 10.3. 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.
- A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, 10.4. 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.
- A List of Contractor's major equipment units, which are owned, leased, and/or 10.5. 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

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SECTION II- INSTRUCTION TO BIDDERS

- The second bid envelope shall contain the financial documents for the Bid as 11.1. specified in Section IX. Checklist of Technical and Financial Documents.
- Any bid exceeding the ABC indicated in paragraph 1 of the IB shall not be 11.2. accepted.
- 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

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

15.Bid Security

- 15.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the BDS, which shall be not less than the percentage of the ABC in accordance with the schedule in the BDS.
- The Bid and bid security shall be valid until One Hundred Twenty (120) 15.2. Calendar Days from the Scheduled Bid Opening. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as nonresponsive.

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16. Sealing and Marking of Bids

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

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

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

17. Deadline for Submission of Bids

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

18. Opening and Preliminary Examination of Bids

- 18.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the IB. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.
 - In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.
- 18.2. The preliminary examination of Bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "passed" using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the BDS shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by ITB Clause 16 shall be submitted for each contract (lot) separately.

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

20.Post Qualification

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

21. Signing of the Contract

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

Section III. Bid Data Sheet

Bid Data Sheet

ITB Clause			
5.2	the same major categorie Construction of Vertica	es of work, which shall be al Structures	efer to contracts which have !
7.1	7.1 Subcontracting is not allowed.		
10.3	None		
10.4	The key personnel must below:	meet the required minir	num years of experience set
:	<u>Key Personnel</u> 1 - Project Engineer	General Expertise Licensed Civil Engineer	Relevant Experience At least five (5) years experience in related works
	1 - Construction Foreman	B.S. Civil Engineering Graduate	At least three (3) years experience in similar works
	:	Civil Engineering Technology Graduate	At least five (5) years experience in similar works
		Non-graduate	At least five (5) years working experience as Contruction Foreman in similar works
	1 - Construction Safety and Health Officer (SO2)	Construction Safety Officer 2	At least forty (40) hours of Construction Safety and Health (COSH) Training from Occupational Safety and Health Center (OSHC) or Safety Training Organizations (STOs) accredited by the Department of Labor and Employment (DOLE). Must be present during the whole duration of the project)

	The following key personnel information indicated above must be included in Standard Form NPCMGNSF-INFR-05: List of Key personnel Proposed to be Assigned to the Contract. Filled up Standard Form NPCMGNSF-INFR-05 must be included in the technical component envelope. Project Engineer or Foreman and Construction Safety & Health Officer maybe one person, as long as he meets the requirements of the two positions. Provided however, that there is no overlapping of projects undertaken by the same contractor and supervised by the same person. The above key personnel must be either employed by the applicant or contracted by the applicant to be employed for the contract to be bid.	
10.5	The minimum major equipment requirements are the following:	
	<u>Equipment</u> <u>Capacity</u> <u>Number of Units</u> None	
12	N/A	
15.1	The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts: a. The amount of not less than PHP29,993.82 (2% of ABC), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; b. The amount of not less than PHP74,984.55 (5% of ABC), if bid security is in Surety Bond.	
19,2	Partial bids are allowed, as follows:	
20	Additional documents to be submitted during Post-Qualification: 1. Other appropriate licenses and permits required by law and stated in the Bidding documents. a. Original Bank Statement year ending prior to bid opening; b. Valid and updated PhilGEPS Registration (Platinum Membership) (all pages); c. Registration Certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document; d. Mayor's or 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;	

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	e. Valid Tax clearance per E,O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR). Quarterly Income Tax Returns filed and paid throughthe BIR Electronic Filing and Payment System (eFPS); f. 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; g. Philippine Contractors Accreditation Board (PCAB) License; h. Board of Accountancy (BOA) Certificate; 2. Contract and/or Notice of Award as supporting documents for NPC MinGen Form No. NPCMGNSF-INFR-01, if applicable; 3. Certificate of Site Inspection issued by Plant/Department Manager or his authorized representative. 4. All relevant documents necessary to validate or verify the information declared in Standard Form NPCMGNSF-INFR-05.
21	Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, <u>prior to contract signing</u> , such as: a) Approved construction schedule and S-curve b) Approved manpower schedule c) Construction methods d) Approved equipment utilization schedule e) Construction safety and health program approved by the DOLE f) Approved Project Evaluation Review Technique/Critical Path Method (PERT/CPM)

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 issuance s, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

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

2. Sectional Completion of Works

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

3. Possession of Site

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

4. The Contractor's Obligations

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

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

5. Performance Security

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

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

Contract termination shall be initiated in case it is determined *prima facle* 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

. Special Conditions of Contract

GCC Clause	
2	Sectional completion is not specified.
4.1	The Procuring Entity shall give possession of the Site to the Contractor on the start date.
6	The site investigation reports are: NONE
7.2	Fifteen (15) years
10	Dayworks are not applicable to the contract.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative <u>upon contract signing</u> or within <u>three (3)</u> days of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is Fifty (50) %of the billed amount. The updating of Program of Work shall be done bi-monthly.
13	The amount of the advance payment is 15% of contract amount and paid in lump sum.
14	No further instruction.
15.1	The date by which operating and maintenance manuals are required is upon completion of the project. The date by which "as built" drawings are required is upon completion of the project.
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 one hundred percent (100%) of the final billing.

BID DOCUMENTS

NAME OF PROJECT : REPAIR OF ADFIN MANAGER'S OFFICE AND EXISTING WINDOWS AND BLINDS AT ADFIN OFFICE, AG2

PR NO./REF. NO.: MA-A2M23-083/INFRA2023-AG2-032

SECTION VI- SPECIFICATIONS

Section VI. Specifications

PR: NO./REF. NO.: MA-A2M23-083/INFRA2023-AG2-032

PROJECT HIGHLIGHTS

PH-1.0 GENERAL

The project is funded by National Power Corporation, Mindanao Generation, Agus 1 & 2 Hydroelectric Power Plant Complex.

This project aims to rehabilitate/repair the existing AdFin Manager's Office and existing windows and blinds of Administration Building, Agus 2 HE Plant.

Also, this is in compliance to safety and Good Housekeeping requirements during PPM and IMS audits conducted by PSALM and TUV, respectively.

The Contractor shall furnish all labor, materials, equipment/tools and other incidental matters necessary to complete the works in accordance with the contracts and approved detailed engineering activities; and other existing laws, rules and regulations relative thereto.

PH-2.0 PROJECT LOCATION

The project is located within the Agus 2 Hydroelectric Power Plant, Pawak, Saguiaran, Lanao del Sur.

PH-3.0 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, to wit:

- I. MOBILIZATION
- II. MATERIAL AND STRENGTH TESTING (if applicable)
- III. CONSTRUCTION SAFETY AND HEALTH PROGRAM
- IV. REPAIR OF ADFIN MANAGER'S OFFICE
 - REMOVAL OF EXISTING WOODEN WALL &DOOR
 - TILE WORKS
 - PURCHASE AND INSTALLATION OF NEW EXECUTIVE TABLE AND CHAIR, CENTER TABLE & PORTABLE REFRIGERATOR
 - INSTALLATION OF GLASS PARTITION WITH DOOR
- V. REPAIR OF ADMINSTRATION BUILDING WINDOWS AND DOORS AND INSTALLATION OF COMBI/VENETIAN BLINDS
 - REMOVAL OF EXISTING GLASS WINDOWS, STEEL/ANGLE BAR FRAME
 - INSTALLATION OF GLASS DOORS AND WINDOWS
 - INSTALLATION OF COMBI / VENETIAN BLINDS
- VI. CLEAN-UP WORKS/FINAL INSPECTION / DEMOBILIZATION

PR NO./REF, NO.: MA-A2M23-D83/INFRA2023-AG2-032

PH-4.0 CONTRACT PERIOD

The contractor shall complete the works as specified in Clause 3 within **Eighty (80) calendar days**. The total contract duration is inclusive of six (6) unworkable days considered unfavorable for the execution of work at site. The contract period shall be reckoned from the date of contract effectively as specified in the Notice to Proceed.

PH-5.0 CONTRACTOR'S CLASSIFICATION

The contractor must have a valid Philippine Contractors Accreditation Board (PCAB) license of at least Category C or D – General Building with inter- agency registration and classification of at least Small B – Building or Industrial Plant.

The Contractor must have undertaken similar contracts that involve construction/rehabilitation/expansion of commercial. Industrial or office building provided that the contract cost shall be at least equivalent to 50% of ABC.

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TECHNICAL SPECIFICATIONS

1. MOBILIZATION

The Contractor shall secure clearance from the Agus 1&2 HPP Security office to start of work and for the issuance of worker's Identification Card (I.D.). Upon approval, the Contractor shall bring to the site all necessary tools, equipment and other incidentals necessary for the proper execution of all the activities. He shall construct bunkhouse for the workmen and for the storage of all the construction materials on designated approved location.

GENERAL SCOPE

This section covers the construction and/or maintenance of access roads, drainage system and other appurtenant structures, moving-in of the Contractor's construction equipment, setting up of the Contractor's camp and the disposition of the Contractor's various facilities at the end of the Contract.

Moving-in

The contractor shall bring to the site all his necessary construction equipment and plant and install all stationary construction equipment and plant at location and in the manner approved by the 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 the NPC.

Contractor's Camp Facilities

The Contractor shall provide and grade his camp site, 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.

Water Supply

The Contractor shall, at his own expense, be responsible for the supply, installation, operation and maintenance of a safe and adequate supply of drinking and domestic water.

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Sewerage Disposal and Sanitation

The Contractor shall, at his own expense, 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.

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.

Fire Protection

The Contractor shall observe all necessary precautions against fire, 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 immediately at his own expense, to the full extent of the manpower and equipment employed under the contract at the time of the fire.

The Contractor shall indemnify NPC against all liabilities, claims, damages and/or lawsuits arising thereto.

Construction Power

The Contractor shall be responsible for providing his own electric power supply required for construction and erection/installation. If power is available from NPC and should the Contractor elect to utilize the NPC's power supply, he shall make an arrangement with NPC concerned group as to the billing rates and other requirements needed for direct connection to NPC.

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.

Construction Material Storage

The Contractor is required to put up warehouse(s) with capacities sufficient to store the construction materials required in the work, the warehouse(s) shall be

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specifically for this contract, notwithstanding his other facilities in the site that may serve the purpose.

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.

Measurement and Payment

No separate measurement and payment will be made for the Contractor's Construction Facilities. The entire cost thereof shall be included in the various pay items in the Bill of Quantities.

CARE OF WATER DURING CONSTRUCTION

Scope

In accordance with the specifications contained in this section or otherwise directed, the Contractor shall construct and maintain all necessary temporary drainage ditches and other temporary protective works and he shall also furnish, install, maintain and operate necessary pumping equipment and other devices to protect construction operation free from water coming from any source, including rain.

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 area 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.

Measurement and Payment

No separate measurement and payment will be made for the Care of Water During Construction operations. The cost of furnishing, constructing, maintaining, operating and removing of temporary drainage structure, 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 care of water is required.

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ENVIRONMENTAL AND CONSTRUCTION SAFETY AND HEALTH PROGRAM

GENERAL SCOPE

This Section pertains to the environmental and safety provisions, requirements and conditions that shall govern during the execution of all civil works under this project.

General Conditions

The Contractor shall ensure compliance with the applicable environmental and safety regulations, as well as ECC conditions, during installation/construction of this project through the implementation of measures that include, but not limited to the following:

- a. Designate a Safety Officer and a Pollution Control Officer who shall respectively handle all safety and environmental concerns of the project.
- b. Prepare and submit Construction Safety Health Plan (CSHP)
- c. Properly manage debris and various waste generated during installation/construction, such as the following:
 - Dispose of demolition and construction debris in a designated or NPC approved disposal area(s);
 - Stockpile (and cover if possible) or haul to the designated and/or pre developed dump sites (spoil disposal areas) that shall be provided with suitable drainage-equipped with sediments traps, stripped top soil, spoils from quarry/borrow sites and excavated materials;
 - Segregate solid wastes, such as empty cement sacks, scraps of tin or wood, used wires and other domestic, garbage, for recycling or storage in NPC-approved temporary storage areas and further disposal to LGUdesignated disposal sites
 - Properly handle, store and dispose off, through DENRaccredited transporter/treater, hazardous wastes i.e. used oils, paints, thinner. Etc.
 - d. Limit construction activities that generate excessive noise to daytime works only to prevent nuisance to nearby residents during rest hours.

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OFFICE, AG2

- e. As far as practicable, undertake site stripping, grading and excavation during dry weather.
- f. Construction/Installation shall be carried-out in a manner where landslides and erosions are minimized.
- g. Avoid unnecessary opening/clearing of areas outside construction sites or destruction of vegetable cover, especially cutting of existing trees; and to revegetate disturbed areas.
- h. Spray water, whenever and wherever necessary, to minimize dust generation.
- i. Provide PPE's and other safety provisions required by DOLE, for its project/site works.

Measurement and Payment

Measurement and payment shall be made at the contract unit price or lot price as specified in the Bid Price Schedule. Payment shall include all cost in furnishing labor, materials, tools equipment and other incidentals necessary for the satisfactory implementation of these requirements.

II. REMOVAL OF EXISTING WOODEN WALL, DOOR, GLASS WINDOWS, STEEL/ANGLE BAR FRAME

GENERAL SCOPE

The work to be executed under this section shall include the furnishing of all labor, tools and ladders, scaffolding and other facilities necessary for the satisfactory performance of all work necessary to complete all demolition and disposal works.

WORKMANSHIP

All work shall be done by skilled workers in a workmanlike manner.

All dilapidated materials that have been removed shall be disposed at the disposal area designated by NPC inspector or end-user. Other materials that could be re-use as identified by NPC inspector shall be turn-over to Agus 2 HE Plant Warehouse for safekeeping.

iii. MEASUREMENT AND PAYMENT

Measurement and payment shall be made at the contract unit price or lot price specified in the Bid Price Schedule. Payment shall include all

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cost in furnishing labor, materials, equipment and other incidentals necessary for the satisfactory completion of the project.

III. TILE WORKS

GENERAL SCOPE

This Item shall consist of furnishing of all necessary materials, tools, equipment and labor to install new Vinyl tile, 2.5mm, 450mm x 450mm.

ii. MATERIALS

The material to be use shall be Vinyl tiles, Carpet Design, 450mm x 450mm, 2.5mm thick, for Office Room. The materials to be used shall be approved commercial quality and shall be subject for inspection before used.

iii. WORKMANSHIP.

Installation of Tiles shall be in accordance with approved standards and shall be subject for inspection and approval by NPC Inspector/End-User.

iv. MEASUREMENT AND PAYMENT

All measurement and payment shall be made at the contract unit price or lot price specified in the Bid Price Schedule. Payment shall include all cost in furnishing labor, materials, equipment and other incidentals necessary for the satisfactory completion of the project.

IV. PURCHASE AND INSTALLATION OF NEW EXECTIVE TABLE AND CHAIR, CENTER TABLE, PORTABLE REFRIGERATOR

GENERAL SCOPE

This Item shall consist of furnishing of all necessary materials, tools, equipment and labor to complete the specified works on approved plans and drawings.

ii. MATERIALS

All Materials to be used shall conform to applicable standard or specification stated below. If upon visual inspection, the materials appear to be of poor quality of fail to meet the standard, the NPC inspector has the authority to reject the same out rightly.

Materials to be used shall be the following specifications but not limited to:

 One (1) set of Executive table with name plate specifications: 3 drawers side return for storage convenience; with modesty; color:

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Brown Oak and Black; Dimensions: Main Table: 180(W), 80(D), 75(H)cm; Side table: 100(W), 40(D), 75(H)cm; Weight: 98Kgs

- One (1) set of Executive Chair w/ Armrest, High Back, Fabric Upholstery Ring Armrest, Heavy Duty. 360 degree swivel function; 61(W) x 58 (D) x (94-102(H)cm; Color Gray; Weight: 13kgs
- One (1) set of Center table / Coffee table
- One (1) unit of Portable refrigerator, 1.8 cu. Ft., 220v, 47l capacity, at least 61w, at least 15kg, 465x440x510

All Materials to be used shall be approved commercial quality and shall be subject for inspection before used,

iii. WORKMANSHIP

All items shall be in accordance with approved standards and shall be subject for inspection and approval by NPC Inspector/End-User.

iv. MEASUREMENT AND PAYMENT

All measurement and payment shall be made at the contract unit price or lot price specified in the Bid Price Schedule. Payment shall include all cost in furnishing labor, materials, equipment and other incidentals necessary for the satisfactory completion of the project.

V. INSTALLATION OF GLASS PARTITION WITH DOOR, GLASS DOORS AND WINDOWS

i. GENERAL SCOPE

This Item shall consist of furnishing of all necessary materials, tools, equipment and labor to complete the specified works on approved plans and drawings.

ii. MATERIALS

All Materials to be used shall be approved commercial quality and shall be subject for inspection before use.

All Materials to be used shall conform to applicable standard or specification stated below. If upon visual inspection, the materials appear to be of poor quality of fail to meet the standard, the NPC inspector has the authority to reject the same out rightly.

Materials to be used shall be the following specifications but not limited to:

- 1/2" thickness partition glass with accessories
- 2" x 4" x 21' rectangular tubular frame aluminum

SECTION VI- SPECIFICATIONS

PR NOJREF, NO.: MA-A2M23-089/INFRA2023-AG2-032

- Stainless door handle
- 10mm x 3/8" thickness glass, finted, brown
- Sliding Glass door lock showcase (120mm)
- Windows Blinds
- Adhesive Glue for Glass, 5 grams per pack
- Glass window / awning at the bottom, 6mm tempered with 2"x4" anodized brown alum.; anodized brown alum, applicable top and bottom rails; anodized brown aluminium threshold; local extrusion with complete with window locks; heavy duty mechanism and tinted glass, brown
- Glass door with 2"x4" anodized brown alum.; anodized brown alum, applicable top and bottom rails; anodized brown aluminium threshold; local extrusion with complete with window locks; heavy duty mechanism and half tinted glass, clear
- Two (2) sets of Exhaust fan, wall mounted, 8 inches, heavy duty

iii. WORKMANSHIP

Installation of Glass Partition shall be in accordance with approved standards (see Glass Partition detail, glass door and windows) for exact measurements and shall be subject for inspection and approval by NPC Inspector/End-User.

iv. MEASUREMENT AND PAYMENT

All measurement and payment shall be made at the contract unit price or lot price specified in the Bid Price Schedule. Payment shall include all cost in furnishing labor, materials, equipment and other incidentals necessary for the satisfactory completion of the project.

VI. INSTALLATION OF COMBI / VENETIAN BLINDS

GENERAL SCOPE

This Item shall consist of furnishing of all necessary materials, tools, equipment and labor to complete the specified works on approved plans and drawings.

ii. MATERIALS

All Materials to be used shall be approved commercial quality and shall be subject for inspection before use.

All Materials to be used shall conform to applicable standard or specification stated below. If upon visual inspection, the materials appear to be of poor quality of fail to meet the standard, the NPC inspector has the authority to reject the same out rightly.

NAME OF PROJECT : REPAIR OF ADFIN MANAGER'S OFFICE AND EXISTING WINDOWS AND BLINDS AT ADFIN

SECTION VI- SPECIFICATIONS

PR.NOJREF, NO.; MA-A2M23-083/INFRA2023-AG2-032

Material to be used shall be the following specifications but not limited to:

 Windows Blinds, korean, standard hook type, polyester material, supreme blackout

iii. WORKMANSHIP

Installation of Glass Partition shall be in accordance with approved standards and shall be subject for inspection and approval by NPC Inspector/End-User.

iv. MEASUREMENT AND PAYMENT

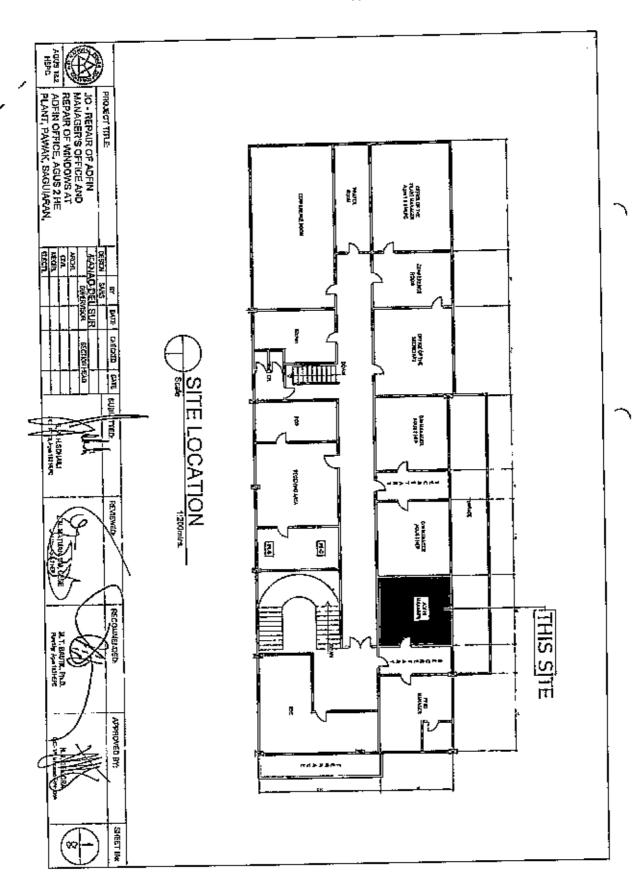
All measurement and payment shall be made at the contract unit price or lot price specified in the Bid Price Schedule. Payment shall include all cost in furnishing labor, materials, equipment and other incidentals necessary for the satisfactory completion of the project.

NAME OF PROJECT : REPAIR OF ADFIN MANAGER'S OFFICE AND EXISTING WINDOWS AND BLINDS AT ADFIN OFFICE, AG2 PR NOJREF, NO.: MA-AZM23-083/INFRA2023-AG2-032

Section VII. Drawings

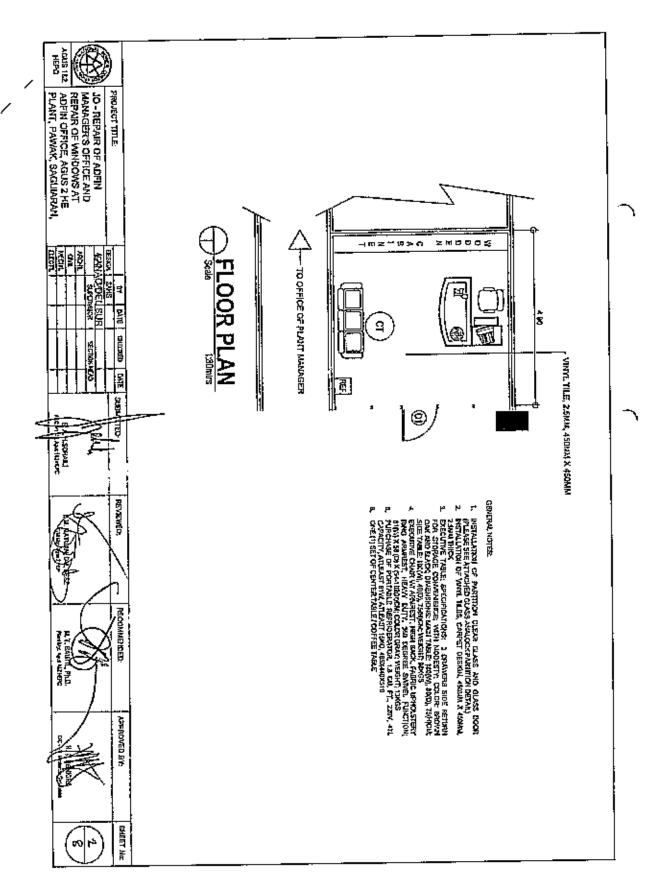
Sheet No. 1/8 —	SITE LOCATION PLAN
Sheet No. 2/8-	FLOOR PLAN
Sheet No. 3/8 –	GLASS PARTITION DETAIL
Sheet No. 4/8	FRONT AND REAR ELEVATIONS
Sheet No. 5/8 –	LEFT AND RIGHT ELEVATIONS
Sheet No. 6/8 –	GLASS WINDOW 1 AND GLASS WINDOW 2 DETAILS
Sheet No. 7/8 –	GLASS WINDOW 3 AND GLASS WINDOW 4 DETAILS
Sheet No. 8/8 –	GLASS WINDOW 5, GLASS DOOR 1 AND GLASS DOOR 2

NAME OF PROJECT: REPAIR OF ADFIN MANAGER'S
OFFICE AND EXISTING WINDOWS AND BLINDS AT ADFIN
OFFICE, AG2
PR NOJREF, NO.; MA-AZM23-089/INFRA2023-AG2-032



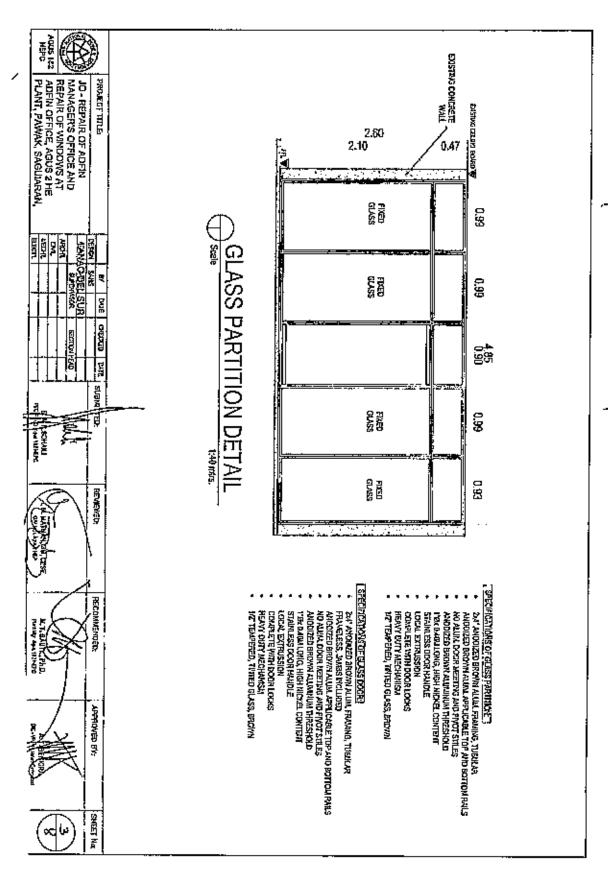
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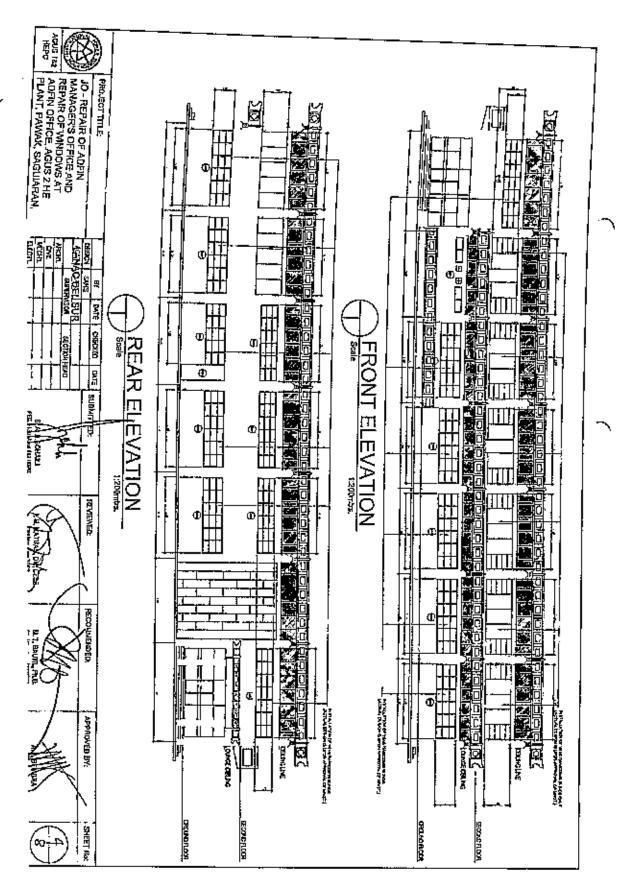


NAME OF PROJECT: REPAIR OF ADFIN MANAGER'S
OFFICE AND EXISTING WINDOWS AND BLINDS AT ADFIN
OFFICE, AG2

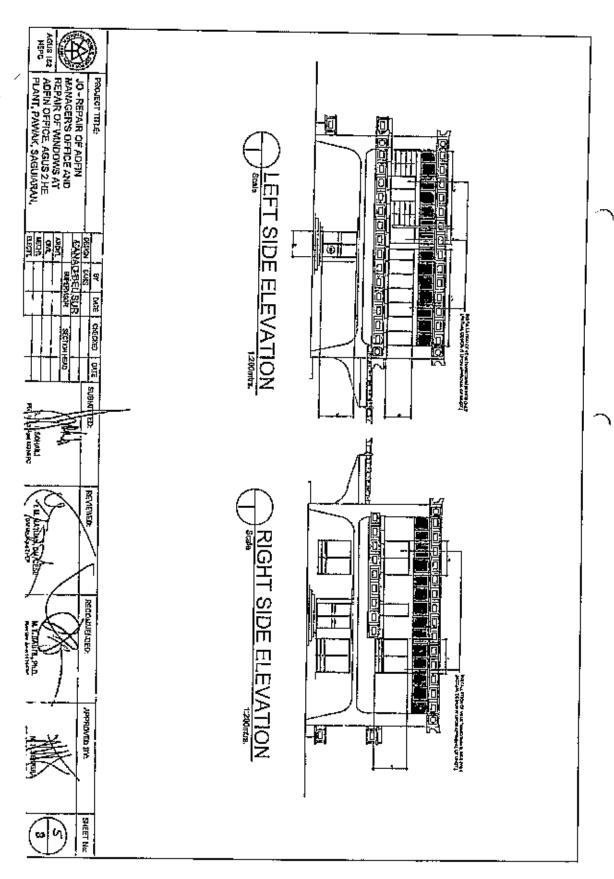
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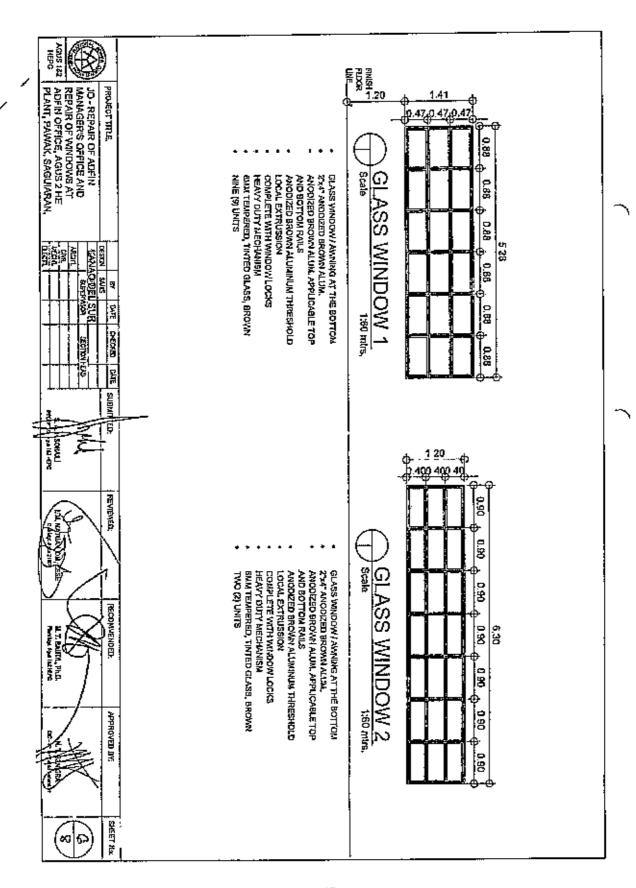
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OFFICE, AG2
PR NO./REF, NO.: MA-A2M23-083/INFRA2023-AG2-032



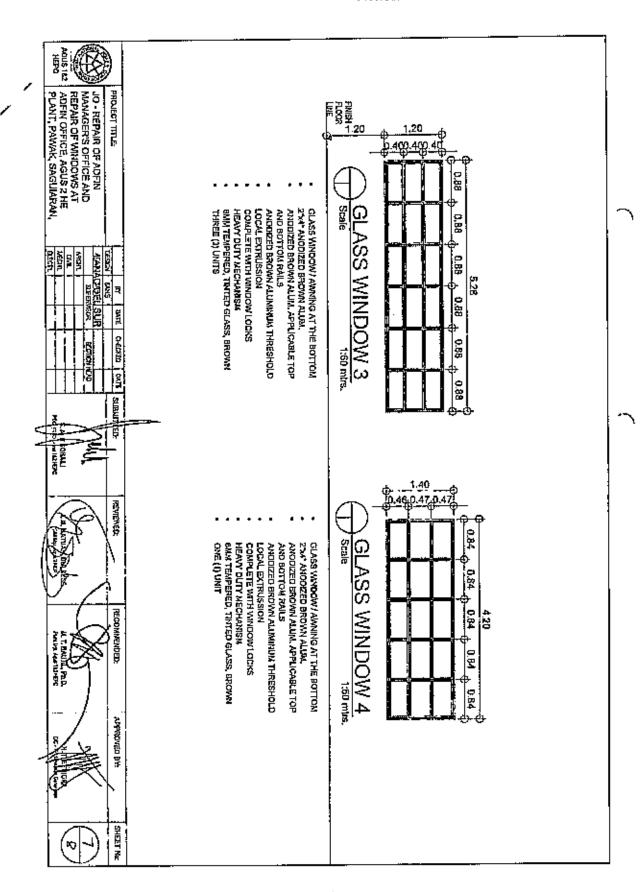
NAME OF PROJECT : REPAIR OF ADFIN MANAGER'S OFFICE AND EXISTING WINDOWS AND BLINDS AT ADFIN OFFICE, AG2 PR NO./REF, NO.; MA-A2M23-D83/INFRA2023-AG2-032



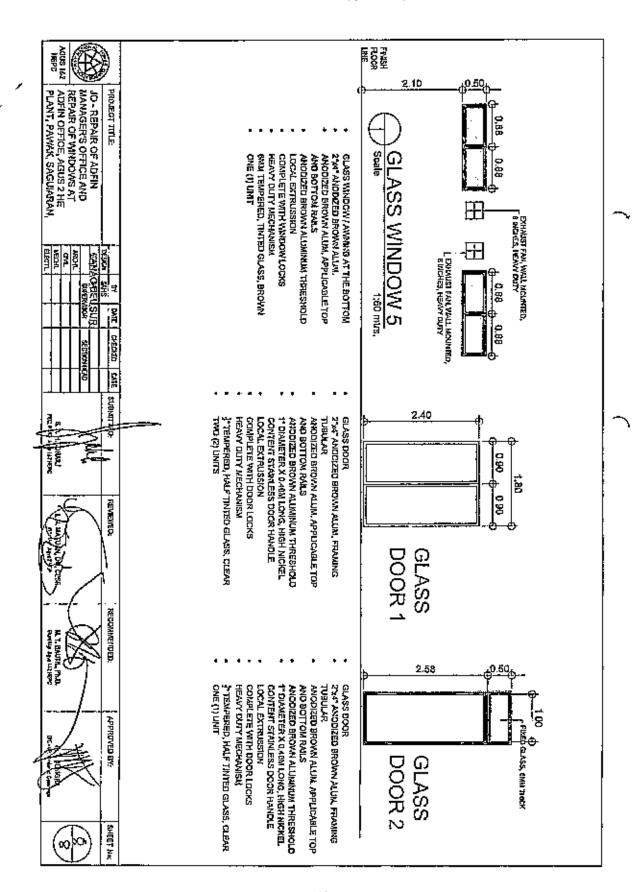
NAME OF PROJECT : REPAIR OF ADFIN MANAGER'S OFFICE AND EXISTING WINDOWS AND BLINDS AT ADFIN OFFICE, AG2 PR NOJREF, NO.: MA-A2M23-083/INFRA2023-AG2-032



NAME OF PROJECT : REPAIR OF ADFIN MANAGER'S
OFFICE AND EXISTING WINDOWS AND BLINDS AT ADFIN
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NAME OF PROJECT : REPAIR OF ADFIN MANAGER'S OFFICE AND EXISTING WINDOWS AND BLINDS AT ADFIN OFFICE, AG2 PR NOJREF, NO.: MA-A2M23-D83/INFRA2023-AG2-032



NAME OF PROJECT : REPAIR OF ADFIN MANAGER'S OFFICE AND EXISTING WINDOWS AND BLINDS AT ADFIN OFFICE, AG2 PR NO./REF. NO.: MA-A2M23-083/INFRAZ023-AG2-032

Section VIII. Bill of Quantities

NAME OF PROJECT : REPAIR OF ADFIN MANAGER'S OFFICE AND EXISTING WINDOWS AND BLINDS AT ADFIN PR NO./REF. NO.; MA-A2M23-083/INFRA2023-AG2-032

OFFICE, AG2

(Name of Project)

JO - REPAIR OF ADFIN MANAGERS OFFICE AND EXISTING WINDOWS AND BLINDS AT ADFIN OFFICE, AGUS 2 HE PLANT

ECTION VIII - BILL OF UANTITIES

MA-A2M23-083 (PR#)

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		BILL OF	OF QUANTITIES	ES	
를 <u>야</u>	Description of Work or Materials	Unit	Estimated Quantity	Unit Price in Pesos (Words and Figures)	Total Amount
∢	CONSTRUCTION SAFETY AND HEALTH PROGRAM	lot	1,00	днд)	ДНР
<u> </u>	REPAIR OF ADFIN MANAGER'S OFFICE				

NAME OF PROJECT : REPAIR OF ADFIN MANAGER'S OFFICE AND EXISTING WINDOWS AND BLINDS AT ADFIN

OFFICE, AG2
PR NO./REF. NO.: MA-AZMZ3-DB3/INFRAZ0Z3-AG2-03Z

<u> </u>	RÉMOVAL OF EXISTING WOODEN WALL, DOOR	lat	1.00	(PHP	HP (
, g	TILE WORKS	sq.m.	20.85	dHd)	PHP
2	PURCHASE AND INSTALLATION OF NEW EXECTIVE TABLE AND CHAIR, CENTER TABLE, PORTABLE REFRIGERATOR	lot	1,00	днд)) PHP
<u> </u>	INSTALLATION OF GLASS PARTITION WITH DOOR	sq.m.	12,61	(PHP	НР (
<u> </u>	REPAIR OF ADMINSTRATION BUILDING WINDOWS AND DOORS AND INSTALLATION OF COMBIVENETIAN BLINDS			;	

NAME OF PROJECT : REPAIR OF ADFIN MANAGER'S OFFICE AND EXISTING WINDOWS AND BLINDS AT ADFIN

OFFICE, AG2 PR NO./REF. NO.: MA-AZM23-083/INFRA2023-AG2-032

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ţġ	sq.m.	sq.m.	
RÉMOVAL OF EXISTING GLASS WINDOWS, STEEL/ANGLE BAR FRAME	INSTALLATION OF GLASS DOORS AND WINDOWS	INSTALLATION OF COMBL/VENETIAN BLINDS	
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Name and Signature of Authorized Representative

Name of Firm

Designation

NAME OF PROJECT: : REPAIR OF ADFIN MANAGER'S OFFICE AND EXISTING WINDOWS AND BLINDS AT ADFIN

PR NO./REF. NO.: MA-A2M23-D83/ INFRA2023-AG2-032

SECTION IX- CHECKLIST OF TECHNICAL & FINANCIAL DOCUMENTS

Section IX. Checklist of Technical and Financial Documents

SECTION IX- CHECKLIST OF TECHNICAL & FINANCIAL DOCUMENTS

PR NO./REF. NO.: MA-A2M23-083/ INFRA2023-AG2-032

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE (Submit in three (3) copies- one (1) marked Original with the understanding that the Pass/Fail evaluation will be based only on the copy marked "Original"]

Class "A" Documents

Leg	<u>al Do</u>	<u>cuments</u>
√	(a)	Valid and updated PhilGEPS Registration Certificate (Platinum Membership) (all pages) in accordance with Section 8.5.2 of the IRR; or
<u>Tec</u>	hnica	l Documents
✓	(b)	Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid, using NPC-MinGenStandard Form No. NPCMGNSF-INFR-01:and
✓	(c)	Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules, using NPC-MinGen Standard Form No. NPCMGNSF-INFR-02supported with the following documents: • Contract and/or Notice to Proceed; • For project completed less than one year from the scheduled date of bid opening, submit Certificate of Completion; • For project completed at least one year from the scheduled date of bid opening, submit 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 Constructor's Performance Evaluation System (CPES); • In case of contracts with the private sector, an equivalent document (Ex. Official receipt) shall be submitted.
/	(d)	and Special PCAB License in case of Joint Ventures; and registration for the type and cost of the contract to be bid; and
✓	(e)	Original copy of Bid Security. If in the form of a Surety Bond, using NPC-MinGen Standard Form No. NPCMGNSF-INFR-03a, submit also a certification issued by the Insurance Commission; or Original copy of Notarized Bid Securing Declaration using NPC-MinGen Standard Form No. NPCMGNSF-INFR-03b; and
<u> </u>	(f)	Project Requirements, which shall include the following: a. Organizational chart for the contract to be bid using NPC-MinGen Standard Form No. NPCMGNSF-INFR-04;
~		b. List of contractor's key personnel (e.g., Project Manager, Project

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NAME OF PROJECT: 1 REPAIR OF ADFIN MANAGER'S OFFICE AND EXISTING WINDOWS AND BLINDS AT ADFIN OFFICE, AGZ

PR NOJREF, NO.; MA-A2M23-083/ INFRA2023-AG2-032

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SECTION IX- CHECKLIST OF TECHNICAL & FINANCIAL DOCUMENTS

C.

Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data_using NPC-MinGen Standard Form No. NPCMGNSF-INFR-05; List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, using NPC-MinGen Standard Form No. NPCMGNSF-INFR-06 and its supporting documents; and

(g) Original duly signed Omnibus Sworn Statement (OSS),using any of the following NPC-MinGen Standard Forms No.:

NPCMGNSF-INFR-07a - for Sole Proprietorship;

or NPCMGNSF-INFR-07b - for Partnership/Cooperative/Corporation/ Joint Venture with the following supporting documents:

<u>and</u> if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

(h) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC)using NPC-MinGen Standard Form No. NPCMGNSF-INFR-08.

Class "B" Documents

(i) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence, using NPC-MinGen Standard Form No. NPCMGNSF-INFR-09;

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

- II. FINANCIAL COMPONENT ENVELOPE[Submit in three (3) copies- one (1) marked Original with the understanding that the Pass/Fail evaluation will be based only on the copy marked "Original"]
 - (j) Original of duly signed (each and every page) and accomplished Financial Bid Form, using NPC-MinGen Standard Form No. NPCMGNSF-INFR-10; and

Other documentary requirements under RA No. 9184

- (k) Original of duly signed (each and every page) Bid Prices in the Bill of Quantities, using given form in Section VIII; and
- (l) Duly signed (each and every page) and accomplished Detailed Estimates Formusing NPC-MinGen Standard Form No. NPCMGNSF-INFR-11,

NAME OF PROJECT: REPAIR OF ADFIN MANAGER'S OFFICE AND EXISTING WINDOWS AND BLINDS AT ADFIN OFFICE, AG2

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including a summary sheet indicating the unit prices of construction

materials, labor rates, and equipment rentals used in coming up with the Bidusing NPC form NPCMGNSF-INFR-12; and

(m) Cash Flow by Quarter or Month, as applicable (duly signed each and every page)

NAME OF PROJECT: . REPAIR OF ADFIN MANAGER'S OFFICE AND EXISTING WINDOWS AND BLINDS AT ADFIN OFFICE, AG2

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SECTION IX- CHECKLIST OF TECHNICAL & FINANCIAL DOCUMENTS

STANDARD BIDDING FORMS NPC-MINDANAO GENERATION

NPCMGNSF-INFR-01	-	List of all Ongoing Government & Private Construction Contracts Including Contracts Awarded but not yet Started
NPCMGNSF-INFR-02	-	Statement of the Bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid
NPCMGNSF-INFR-03a	-	Form of Bid Security : Surety Bond
NPCMGNSF-INFR-03b	-	Bid Securing Declaration Form
NPCMGNSF-INFR-04	_	Contractor's Organizational Chart for the Project
NPCMGNSF-INFR-05	-	List of Key Personnel Proposed to be Assigned to the Project
NPCMGNSF-INFR-06	-	List of Equipment, Owned or Leased and/or under Purchase Agreement, Pledged to the Proposed Project
NPCMGNSF-INFR-07a	-	Omnibus Sworn Statement (Sole Proprietorship)
NPCMGNSF-INFR-07b	-	Omnibus Sworn Statement (Partnership/ Cooperative/Corporation//Joint Venture)
NPCMGNSF-INFR-08	-	Computation of Net Financial Contracting Capacity (NFCC)
NPCMGNSF-INFR-09	-	Joint Venture Agreement
NPCMGNSF-INFR-10	~	Bid Form
NPCMGNSF-INFR-11	_	Detailed Cost Estimate Form
NPCMGNSF-INFR-12	-	Summary Sheets of Materials Prices, Labor Rates and Equipment Rental Rates

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OFFICE AND EXISTING WINDOWS AND BLINDS AT ADFIN

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Standard Form Number: NPCMGNSF-INFR-01

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

usiness Address								
	a. Owner's Name		Contractor's Role		a. Date Awarded	% of Accomplishment	plishment	Value of
Name of Contract/Location/ b. Address Project Cost c. Tolephone Nos.	b, Address c. Telephone Nos.	Nature of Work	Description	%	b. Date Started c. Date of Completion	Planned	Actual	Outstandi Works
Sovernment		•						
						_		
orivate								
			:			Total Cost	Cost	

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

Note: This statement shall be supported with Contract and/or Notice of Award (to be presented by the winning bidder during Postqualification).

(Printed Mimo & Signature)	
Submitted by	Designation Date

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SECTION IX- CHECKLIST OF TECHNICAL &

Standard Form Number s NPCMGNSF-INFR-02

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

Contractor's	a Owner's Name	L
		Business Address
		Business Name

Note: The bidder must state only one (1) Single Largest Completed Contract (SLCC) similar to the contract to be bid. Stating two (2) or more will disqualifty his bid. This Sta shall be supported with:

- Contract and/or Notice to Proceed
- Certificate of Completion (for project completed within the year), or Owner's Certificate of Final Acceptance (one year after completion) issued by the project own contracts with the private sector, an equivalent final final rating of at least Satisfactory in the Constructor's Performance Evaluation System (CPES). In case of contracts with the private sector, an equivalent final fi (Ex. Official Receipt) shall be accepted. 4 4

(Printed Name & Signature)		
Submitted by	Designation	

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Standard Form No: NPCMGNSF-INFR-03a

FORM OF BID SECURITY (SURETY BOND)

BOND NO.:	DATE B	OND EXECUTED:		
By this bond, We	(Name of Bidder) tv) of <u>(Na</u>	(herein me of Country of	after called "the Princ Surely), auti	ipal") and norized to
transact business i of <u>[amount in y</u> demand, for the pa	in the Philippines (hereina vords & figures as preso syment of which sum, wel lives, our successors an	after called "the Em <u>cribed <i>in the biddi</i>d</u> Il and truly to be ma	ployer") as Obligee, i <u>ng_documents7</u> ,_ca ade, we, the said Prir	n the sum allable on ncipal and
SEALED with our	seals and dated this	day of	20	
WHEREAS, the ProofBid").	rincipal has submitted a v 20, for the	vritten Bid to the El	mployer dated the (hereinafter c	day alled "the
NOW THEREFOR	E the conditions of this o	obligation are:		

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:
 - a) Fails or refuses to execute the Contact; 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 Instruction 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 grater sum than the specified penalty of this bond, nor
- b) Liable for a greater sum that the difference between the amount of the said Principal's Bid and the amount of the Bid that is accepted by the Employer.

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Standard Form No: NPCMGNSF-INFR-03a

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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)	SIGNATURE(S)
NAME(S) AND TITLE (S)	NAME(S)
SEAL	SEAL

NAME OF PROJECT: : REPAIR OF ADFIN MANAGER'S OFFICE AND EXISTING WINDOWS AND BLINDS AT ADFIN

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SECTION IX- CHECKLIST OF TECHNICAL & FINANCIAL DOCUMENTS

Standard Form No: NPCMGNSF-INFR-03b

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

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

I/We, the undersigned, declare that:

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

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

[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]

NAME OF PROJECT: : REPAIR OF ADFIN MANAGER'S OFFICE AND EXISTING WINDOWS AND BLINDS AT ADFIN

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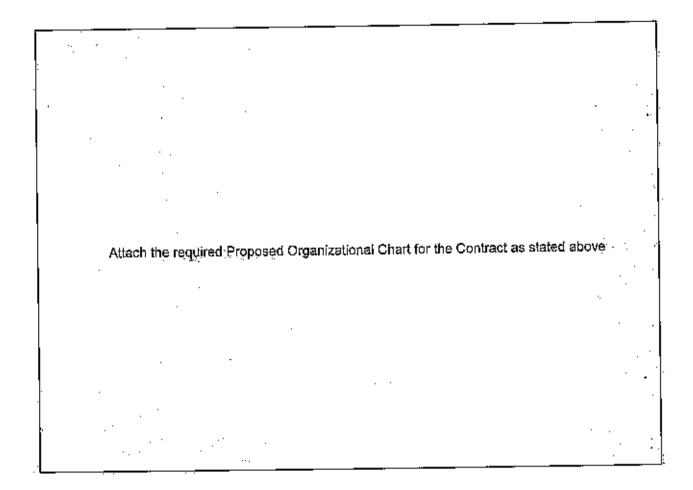
PR NO./REF. NO.: MA-A2M23-083/ INFRA2023-AG2-032

SECTION IX- CHECKLIST OF TECHNICAL & FINANCIAL DOCUMENTS

Standard Form No: NPCMGNSF-INFR-04

CONTRACTOR'S ORGANIZATIONAL CHART FOR THE CONTRACT

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



NOTES:

- This organization chart should represent the "Contractor's Organization" required for the Project, and not the organizational chart of the entire firm.
- Each such nominated engineer/key personnel shall comply with and submit their complete qualification and experience data.
- 3. All these are required to be in the Technical Envelope of the Bidder.

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FINANCIAL DOCUMENTS
Standard Form Number: NPCMGNSF-INFR-05

SECTION IX- CHECKLIST OF TECHNICAL &

(Based on the Minimum Key Personnel Required in the Bidding Documents) LIST OF KEY PERSONNEL PROPOSED TO BE ASSIGNED TO THE CONTRACT

										-		
		DESIGNATION										
								_				
Business Name :	Business :			1. Name	2. Address	3. Date of Birth	4. Employed Since	5. Experience	6. Previous Employment	7. Education	8. PRC Ucense	

Required Attachments during Postqualification:

- 1. Volid PRC Deense of the (professional) personnel)
- 2. Certificate of Training with occreditation from DOLE of the Construction Safety and Health Officer
 - 3. TESDA Training Certificate (NC II) of Welder or Electrican, whichever is applicable
- 4. Copy of Diploma and/or Service Record/Certificate of Employment of previous and/or current employer of Foreman, Weider, Plumber or Electrican, whichever is applicable shall be submitted during post qualification by the winning bidder.

(Printed name & Signature)		
Submitted by:	Designation:	Date:

One of the regulaments from the bidder to be included in its Technical Envolope is a list of contractor's key personnel's signed whiten commitment to work for the project once awakged 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 awakged the contract).

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NAME OF PROJECT:: REPAIR OF ADFIN MANAGER'S OFFICE AND EXISTING WINDOWS AND BLINDS AT ADFIN

SECTION 1X- CHECKLIST OF TECHNICAL &

PR NOJREF. NO.: MA-AZM23-083/ INFRAZD23-AGZ-032

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Standard Form Number: NPCMGNSF-INFR-06

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

· · ·

Baseription Model/Year Capacity/ Performance Plate No. Motor No. / Body Location Condition Proof of Ownership / Size Location Condition Lessor or Vendor Location Lessor or Vendor Location Location Lessor or Vendor Location Location Location Lessor or Vendor Location Location Location Lessor or Vendor Location Location Location Location Lessor or Vendor Location Location Location Lessor or Vendor Location Location Location Location Lessor or Vendor Location Location Lessor or Vendor Location Lessor or Vendor Location Lessor or Vendor Location Lessor or Vendor Location Location Location Location Location Location Location Lessor or Vendor Location Loc	Business Name :							
Doscription Model/Year Capacity/ Performance plate No. Motor No./ Body Location Condition Owned Leased Linder Purchased Agreements Submitted by: Date: Date:	Business :	•						
Dwned Leased Under Purchased Agreements Submitted by: Designation: Date:	Description	Model/Year	Capacity/ Performance / Size	Plate No.	Motor No. / Body	Location	Condition	Proof of O
Leased Under Purchased Agreements Submitted by: Designation: Date:	A. Owned			•	i			
Leased Under Purchased Agreements Submitted by: Designation: Date:	1							
Leased Under Purchased Agreements Under Purchased Agreements Submitted by: Designation: Date:	<u></u>							
Leased Under Purchased Agreements Submitted by: Designation: Date:								
Under Purchased Agreements Submitted by: Designation: Date:	٦.							j
Under Purchased Agreements Submitted by: Designation: Date:	B. Leased							
Under Purchased Agreements Submitted by: Designation: Date:							İ	
Under Purchased Agreements Submitted by: Designation: Date:	 						•	j
bmitted by:	 						İ	
bmitted by:	<u>></u>							
bmitted by: Designation:	C. Under Purchased Agreem	ients						
Submitted by: Designation: Date:								
Submitted by: Designation: Date:								
Submitted by: Designation: Date:	≡							
	iv							
		Submitted by	4.					
Designation:				rd)	inted namo & Signature)			
Date:		Designation						
		Date						

One of the requirements from the bidder to be included in its Technicol Envalope is the list of its equipment units pledged for the controst to be bidder to be included in its Technicol Envalope to the bidding docs, which are owned (supported by proof)'s of ownership, leaved, and/or under purchase agreements (with corresponding engine numbers, chassis numbers and/or serial numbers), supported by cartification of analysis of equipment leasor/vendor for the duration of the project.

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SECTION IX- CHECKLIST OF TECHNICAL & FINANCIAL DOCUMENTS

Standard Form No: NPCMGNSF-INFR-07a

Omnibus Sworn Statement (Revised)

(\$OLE	PROPRIETORSHIP)	<u> </u>	
DEDUCATION OF THE DUM INDUMES)			

REPUBLIC OF THE PHILIPPINES	3)
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 am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];
- 2. As the owner and sole proprietor, or authorized representative of <u>[Name of Bidder]</u>, 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 <u>[Name of the Project]</u> of the National Power Corporation-Mindanao Generation, as shown in the attached duly notarized Special Power of Attorney;
- 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;
- [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
- 6. 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;
- 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:
 - Carefully examining all of the Bidding Documents;
 - Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;

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Standard Form No: NPCMGNSF-INFR-07a

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- 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] dld 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

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

NAME OF PROJECT: : REPAIR OF ADFIN MANAGER'S OFFICE AND EXISTING WINDOWS AND BLINDS AT ADFIN

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SECTION IX- CHECKLIST OF TECHNICAL & FINANCIAL DOCUMENTS

Standard Form No: NPCMGNSF-INFR-07b

Omnibus Sworn Statement (Revised)
PARTNERSHIP/COOP/CORP/JOINT VENTURE

REPUBLIC OF THE PHILIPPINES) CITY/MUNICIPALITY OF)			

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:

- I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];
- 2. 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 National Power Corporation-Mindanao Generation, 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;
- [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
- 6. [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;

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- [Name of Bidder] complies with existing labor laws and standards; and
- 8. <u>[Name of Bidder]</u> 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 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,	have	hereunto	set	my	hand	this	 day	of	1	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]

NAME OF PROJECT: ; REPAIR OF ADFIN MANAGER'S
OFFICE AND EXISTING WINDOWS AND BLINDS AT ADFIN

PR NO,/REF, NO.: MA-A2M23-083/ INFRA2023-AG2-032

SECTION IX- CHECKLIST OF TECHNICAL & FINANCIAL DOCUMENTS

Standard Form No: NPCMGNSF-INFR-08

NET FINANCIAL CONTRACTING CAPACITY (NFCC)

A.	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	
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)	Х	15]	minus	the	value	of	al
outstan	dir	ig or unco	mpleted	portion	is of the i	projects ur	nde	rong	joing co	ntra	cts, inc	ludi	ing
awarde	ď	contracts y	et to be	started	l coincid	ing with th	e c	ontra	act for th	nis P	roject.		

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/Contract	or
Signature of Authorized F	Representative
Datos	

- - - - - -

NAME OF PROJECT: : REPAIR OF ADFIN MANAGER'S OFFICE AND EXISTING WINDOWS AND BLINDS AT ADFIN

PR NO./REF, NO.: MA-A2M23-D83/ INFRA2023-AG2-032

OFFICE, AG2

SECTION IX- CHECKLIST OF TECHNICAL & FINANCIAL DOCUMENTS

Standard Form No: NPCMGNSF-INFR-09

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:	
That this JOINT VENTURE AGREEME of legal age, and a resident of	NT is entered in to by and between: (civil status) , authorized representative of
-	and -
of legal age, _{ciand a resident of	vil status) authorized representative of
That both parties agree to join togeth resources and efforts to enable the Joint Venture hereunder stated Contract of the National Power	er their capital, manpower, equipment, and other e to participate in the Bidding and Undertaking of the r Corporation.
NAME OF FIRM	CAPITAL CONTRIBUTION
That the capital contribution of each men	nber firm:
NAME OF FIRM	CAPITAL CONTRIBUTION
1 2	DMD PMD
Undertaking of the said contract.	severally liable for their participation in the Bidding and
narform any and all acts nacessary and/or to rent	and/or shall be the Official granted full power and authority to do, execute and esent the Joint Venture in the Bidding and Undertaking he Joint Venture may do and if personally present with
That this Joint Venture Agreement shall reterminated by both parties.	emain in effect only for the above stated Contract until
Name & Signature of Authorized Representative	Name & Signature of Authorized Representative
Official Designation	Official Designation
Name of Firm	Name of Firm
V	litnesses

If the bidder is a joint venture, one of the requirements is the submission of a valid joint venture agreement.

NAME OF PROJECT: ; REPAIR OF ADFIN MANAGER'S OFFICE AND EXISTING WINDOWS AND BLINDS AT ADFIN OFFICE, AGZ

PR NO,/REF, NO.: MA-A2M23-083/ INFRA2023-AG2-032

SECTION IX- CHECKLIST OF TECHNICAL & FINANCIAL DOCUMENTS
Standard Form No: NPCMGNSF-INFR-09

Page 2 of 2

ACKNOWLEDGEMENT

representative, of with Community Tax Certificate No.
t
authorized representative, ofwith Community Tax Certificate No, issued at, on
known to me to be the same person who executed the foregoing
instrument consisting of two (2) pages, including the page whereon the acknowledgements
are written, all pages signed by both parties and their instrumental witnesses and they acknowledged before me that the same are their free and voluntary acts and deeds and that
of the Corporations they represents.
WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first
above written.
M_J Pullelle
Notary Public
Until 31 December 20
Until 31 December 20
Until 31 December 20
Until 31 December 20PTR NoIssued at:
Until 31 December 20 PTR No. Issued at: Issued on:
Until 31 December 20 PTR No. Issued at: Issued on: TIN No.
Until 31 December 20 PTR No. Issued at: Issued on:
Until 31 December 20 PTR No. Issued at: Issued on: TIN No.
Until 31 December 20 PTR No. Issued at: Issued on: TIN No.

If the bidder is a joint venture, one of the requirements is the submission of a velid joint venture agreement:

9.1

NAME OF PROJECT: : REPAIR OF ADFIN MANAGER'S OFFICE AND EXISTING WINDOWS AND BLINDS AT ADFIN OFFICE, AG2

PR NO./REF. NO.: MA-A2M23-083/ INFRA2023-AG2-032

SECTION IX- CHECKLIST OF TECHNICAL & FINANCIAL DOCUMENTS
Standard Form No: NPCMGNSF-INFR-10

Bid Form for the Procurement of Infrastructure Projects

		BID FORM		
			Date:	
Proje	ct Identification No. :			
	The Vice President			
	National Power Corporation			
	Mindanao Generation			
	Maria Cristina, Iligan City			

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

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: <u>finsert name of contract1</u>:
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: finsert information];
- d. The discounts offered and the methodology for their application are: <u>finsert</u> information];
- e. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein and reflected in the detailed estimates.
- f. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of <u>linsert percentage amountlipercent</u> of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines¹ for this purpose;
- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- 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

¹ currently based on GPPB Resolution No. 09-2020

NAME OF PROJECT: : REPAIR OF ADFIN MANAGER'S
OFFICE AND EXISTING WINDOWS AND BLINDS AT ADFIN
OFFICE, AG2

PR NO./REF, NO.: MA-A2M23-083/ INFRA2023-AG2-032

SECTION IX- CHECKLIST OF TECHNICAL & FINANCIAL DOCUMENTS

Standard Form No; NPCMGNSF-INFR-10

Page 2 of 2

- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the National Power Corporation-Mindanao Generation.
- We acknowledge that failure to sign each and every page of this Bid Form, including the Bill of Quantities, shall be a ground for the rejection of our bid.

Name;	
Legal Capacity:	<u> </u>
Signature:	
Duly authorized to sign the Bld for and behalf of:	
	 "
Date: _	

NAME OF PROJECT: : REPAIR OF ADFIN MANAGER'S OFFICE AND EXISTING WINDOWS AND BLINDS AT ADFIN

SECTION IX- CHECKLIST OF TECHNICAL & FINANCIAL DOCUMENTS

PR NOJREF NO.: MA-A2M23-083/ INFRA2023-AG2-032

OFFICE, AG2

- ..

Standard Form Number: NPCMGNSF-INFR-11

Name of Bidde:

DETAILED COST ESTIMATE FORM

_	_	_	_	_	_	_	_		_	_	_	 _	_	_	_	_	_
Total Origon	I DI GI FILLE																
11010 (000	CHICOSE											İ					
TAN		•															
Mark-Up	Profit																
Mark	OCM																
	Equipment																
Direct Cost	Labor																
	Materials																
Unit of	Measure								_	_							
	tem Description																
	en No.					-	 										

Name, Signature of Authorized Representative

Designation

NAME OF PROJECT: REPAIR OF ADFIN MANAGER'S OFFICE AND EXISTING WINDOWS AND BLINDS AT ADFIN OFFICE,

PR NO./REF, NO.; MA-A2M23-083/ INFRA2023-AG2-032

Standard Form No: NPCMGNSF-INFR-12

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

Nai	me of Bidder:		
[.	Unit Prices of Materials		
	Materials Description	Unit	Unit Price
II.	Manpower Hourly Rates		
	Designation	Rate/Hr.	
III.	Equipment Hourly Rental Rates		
	Equipment Description	Rental Rate/H	r.
	Name, Signature of Authorized	——————————————————————————————————————	ation

PR NOJREF, NO.: MA-A2M23-083/ INFRA2023-AG2-032

Performance Securing Declaration (Revised)

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

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

PERFORMANCE SECURING DECLARATION

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

IWe, the undersigned, declare that:

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

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

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

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

AND EXISTING WINDOWS AND BLINDS AT ADFIN OFFICE,

PR NO./REF, NO.: MA-A2M23-083/ INFRA2023-AG2-032

Contract Agreement Form for the Procurement of Infrastructure Projects (Revised)

[not required to be submitted with the Bid, but it shall be submitted within ten (10) days after receiving the Notice of Award]

CONTRACT AGREEMENT

THIS AGREEMENT, made this [insert date] day of [insert month], [insert year] between Iname and address of PROCURING ENTITY] (hereinafter called the "Entity") and [name and address of Contractor] (hereinafter called the "Contractor").

WHEREAS, the Entity is desirous that the Contractor execute [name and identification] number of contract] (hereinafter called "the Works") and the Entity has accepted the Bid for [contract price in words and figures in specified currency] by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred
- The following documents as required by the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184 shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a. Philippine Bidding Documents (PBDs);
 - Drawings/Plans; i.
 - iî. Specifications:
 - Bill of Quantities: iiì.
 - General and Special Conditions of Contract; íV.
 - Supplemental or Bid Bulletins, if any;
 - b. Winning bidder's bid, including the Eligibility requirements, Technical and Financial Proposals, and all other documents or statements submitted;

Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents submitted (e.g., Bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;

- Performance Security;
- d. Notice of Award of Contract and the Bidder's conforme thereto; and
- e. Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract

NAME OF PROJECT: REPAIR OF ADFIN MANAGER'S OFFICE AND EXISTING WINDOWS AND BLINDS AT ADFIN OFFICE,

PR NO,/REF. NO.: MA-A2M23-083/ INFRA2023-AG2-032

execution, such as the Notice to Proceed, Variation Orders, and Warranty Security, shall likewise form part of the Contract.

- 3. In consideration for the sum of *[total contract price in words and figures]* or such other sums as may be ascertained, *[Named of the bidder]* agrees to *[state the object of the contract]* in accordance with his/her/its Bid.
- 4. The [Name of the procuring entity] agrees to pay the above-mentioned sum in accordance with the terms of the Bidding.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

for:

[Insert Procuring Entity]

[Insert Name and Signature]

[Insert Signatory's Legal Capacity]

for:

[Insert Name of Supplier]

Acknowledgment

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