

PHILIPPINE BIDDING DOCUMENTS

(Procurement of INFRASTRUCTURE PROJECTS)

FOR

REMOVAL OF PLASTER WALL AT AGUS 7 BUILDING FUENTES, MARIA CRISTINA, ILIGAN CITY INCLUDING RE-PLASTERING AND WATERPROOFING

P.R. No.: MG-A7T23-038

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[c])

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.

SLCC - Single Largest Completed Contract,

UN – United Nations.

BID DOCUMENTS

NAME OF PROJECT: REMOVAL OF PLASTER WALL AT AGUS 7
BUILDING FUENTES, MARIA CRISTINA, ILIGAN CITY
INCLUDING RE-PLASTERING AND WATERPROOFING
PR NO./REF. NO.. MG-A7T23-038/INFRA2023-AG7-038

SECTION I- INVITATION TO BID

Section I. Invitation to Bid

SECTION I- INVITATION TO BID



Invitation to Bid for REMOVAL OF PLASTER WALL AT AGUS 7 BUILDING FUENTES, MARIA CRISTINA, ILIGAN CITY INCLUDING RE-PLASTERING AND WATERPROOFING

- The NATIONAL POWER CORPORATION—MINDANAO GENERATION, through the approved Corporate Budget of NPC for CY 2023 intends to apply the sum of Six Million Six Hundred Thousand Pesos (PHP6,600,000.00) being the Approved Budget for the Contract (ABC) to payments under the contract for REMOVAL OF PLASTER WALL AT AGUS 7 BUILDING FUENTES, MARIA CRISTINA, ILIGAN CITY INCLUDING RE-PLASTERING AND WATERPROOFING INFRA2023-AG7-038). 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).
- 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.
- 4. 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 June 28—July 17, 2023 from the given address and website(s) belowand upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of <u>Seven Thousand Pesos (PHP 7,000.00)</u>. 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:

LandbankAccount name : NPC GENCO 5 COLLECTIONS FUND

LandbankAccount0 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.

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SECTION I- INVITATION TO BID

6. The NATIONAL POWER CORPORATION-MINDANAO GENERATION will hold a Pre-Bid Conference on July 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 beopen 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.

- 7. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below, on or before July 17, 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.
- Bid opening shall be on July 17, 2023at 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 GENERATIONreserves 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
MindanaoGeneration 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.papocor.gov.ph/BCSD/bids.php

BID DOCUMENTS

SECTION I-INVITATION TO BID

NAME OF PROJECT: REMOVAL OF PLASTER WALL AT AGUS 7 BUILDING FUENTES, MARIA CRISTINA, ILIGAN CITY INCLUDING RE-PLASTERING AND WATERPROOFING PR NOJREF, NO.: MG-A7T23-038/INFRA2023-AG7-038

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

MANAGE ST

Date of PhilGEPS Publication: 28 July 2023

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BID DOCUMENTS

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7 BUILDING FUENTES, MARIA CRISTINA, ILIGAN CITY
INCLUDING RE-PLASTERING AND WATERPROOFING
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SECTION II- INSTRUCTION TO BIDDERS

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Section II. Instructions to Bidders

7 BUILDING FOENTES, MARIA CRISTINA, ICIGAN OF THE INCLUDING RE-PLASTERING AND WATERPROOFING PRINO/REF, NO.: MG-A7723-038/INFRA2023-AG7-038

1. Scope of Bid

The Procuring Entity, NATIONAL POWER CORPORATION—MINDANAO GENERATION invites Bids for the REMOVAL OF PLASTER WALL AT AGUS 7 BUILDING FUENTES, MARIA CRISTINA, ILIGAN CITY INCLUDING RE-PLASTERING AND WATERPROOFING, with Project Identification NumberINFRA2023-AG7-038.

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 Six Million Eight Hundred Thousand Pesos (PHP6,800,000.00)
- 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.

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SECTION II- INSTRUCTION TO BIDDERS

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:

Subcontracting is not allowed.

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SECTION II- INSTRUCTION TO BIDDERS

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

Eligibility and Technical Comprising the Bid: 10. Documents 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 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 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, 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 under purchase agreements, supported by proof of ownership, certification of

availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the BDS.

11. Documents Comprising the Bid: Financial Component

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

12. Alternative Bids

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

13.Bid Prices

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

14. Bid and Payment Currencies

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

15.Bid Sccurity

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

16. Scaling 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 Scoretariat.
 - 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**.

BID DOCUMENTS

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Section III. Bid Data Sheet

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Bid Data Sheet

1TB Clause	•"	•	
5,2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: Construction of Vertical Structures		
7.1	Subcontracting is not allowed.		
10.3	None		
10.4	The key personnel must meet the required minimum years of experience a below:		
	Kev Personnel 1 - Project Engineer	General Expertise Licensed Civil Bugineer	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 Construction 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)
	I- Scaffold Erector	NCII	Must have at least three (3) years experience in welding works

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	in Shutdard From MPC to the Assigned to the INFR-08 must be included. Project Engineer or Fore one person, as long as Provided however, that is same contractor and super The above key persone	minel information fullicated MGNS F-INFR-05: Like of Contract. Fulled up Standa led in the technical economic man and Construction Safety he meets the requirement there is no overlapping of prevised by the same person.	Key personnel Proposed of Born NRCNGNST menvelope. & Health Officer maybe s of the two positions. ojects undertaken by the ed 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:		
	Equipment Telescopic Crane Bucket Manlift	<u>Capacity</u> Atleast 10 tons with up to 21 m. lifting height	Number of Units One (1)
	Concrete Mixer	1-bagger	Two (2)
	Steel Scaffold with Catwalk Platform	Atleast I ton	Five (5) Sets
12	N/A		- " "
1 5.1	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 PHP132,000.00 (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 thanPHP330,000.00 (5% of ABC), if bid security is in Surety Bond.		
19,2	Partial bids are allowed,	as follows:	
20	 Other appropriate Bidding documen a. Original Bank 	oe submitted during Post-Qualicenses and permits required ts. Statement year ending prior is lated PhilGEPS Registration	i by law and stated in the

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	(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 nunicipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; 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 velevant documents recessary to stalidates or verify the Information declared in Standard Form NPCMGNSF-INFR-03.
21	Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, prior to contract signing, 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)

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Section IV. General Conditions of Contract

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated 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 ease later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR.
- 5.2. The Contractor, by entering into the Contract with the Procuring Entity, acknowledges the right of the Procuring Entity to institute action pursuant to RA No. 3688 against any subcontractor be they an individual, firm, partnership, corporation, or association supplying the Contractor with labor, materials and/or equipment for the performance of this Contract.

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10.Dayworks

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

11.Program of Work

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

12. Instructions, Inspections and Audits

The Contractor shall permit the GOP or the Procuring Entity to inspect the Contractor's accounts and records relating to the performance of the Contractor and to

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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.

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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 upon contract signing or within three (3) 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.
I4	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.

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Section VI. Specifications

SECTION VI- SPECIFICATIONS

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PROJECT HIGHLIGHTS

PH-1.0 GENERAL

The Purpose of Removal Of Plaster Wall At Agus 7 Building Fuentes, Maria Cristina, Iligan City including Re-Plastering and Waterproofing is to eliminate potential hazard of Agus 6&7 personnel and powerhouse building since it was already deteriorating and eventually may collapse anytime.

PH-2.0 LOCATION

The project is located at Agus 6 & 7 HEP Complex, Fuentes, María Cristina, lligan City.

PH-3.0 SCOPE OF WORK

The major activities shall include but not limited to the following:

- Mobilization
- II. Material and Strength Testing (if applicable)
- General Requirements
 - a. Occupational Safety and Health Program.
- IV. Removal & Disposal of Plaster Wall including scrapping/cleaning of original Wall, Cement Plaster Finish, Waterproofing and Painting Works
 - Removal & Disposal of Plaster Wall including Scrapping/Cleaning of Original Wall and Installation of Construction Safety Net, 9' x 90m
 - b. Cement Plaster Finish, Class A, 16mm thk.
 - c. Cementitious Waterproofing System
 - d. Wall Painting
- V. Clean-Up and Demobilization

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PH-4.0 CONTRACT PERIOD

The work duration of the entire project is Eighty (80) Calendar Days reckoned from receipt of the Notice to Proceed.

The total contract period is inclusive of five (5) rainy/unworkable days considered unfavourable for the execution of works 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

In accordance with the specifications provided in the plans, the contractor shall furnish all materials, labor, tools, equipment and other incidentals, and shall undertake the complete at Agus 6 & 7 HEP, Fuentes, Maria Cristina, Iligan City.

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

The Contractor shall perform all activities necessary for the completion of the project satisfactory to NPC and in accordance with the approved plans and these specifications.

MOBILIZATION

The Contractor upon receipt of the Notice-to-Proceed shall secure clearance from the Agus 6&7 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 and demobilize or remove the same at the completion of project and level/ clear the site acceptable to the Engineer and the Owner. He shall construct bunkhouse for the workmen and for the storage of all the construction materials on designated approved location.

Mobilization and Demobilization are incidental to other items of work and will not be measured for payment.

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

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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.

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.

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,

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he shall make an arrangement with NPC concerned group as to the billing rates and other requirements needed for direct connection to 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.

Camp Security

The Contractor shall provide sufficient security in the construction site to prevent illegal entry or work damaged during nights; holidays and other period when work is not executed; and during working hours. The Contractor shall take ample precautions against fire by keeping away flammable materials, and ensure that such materials are properly handled and stored. Fires shall not be allowed within the area of construction, except when permitted by the NPC End-User or Representative.

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 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.

Protection and Restoration of Property

The Contractor shall be responsible for the preservation of all public and private property, monuments, telephone lines, other utilities, etc., along and adjacent to the Site insofar as they may be endangered by his operations; shall use every precaution necessary to prevent damage to pipes, conduits, and other underground structure; and shall protect carefully from disturbance or damage all land monuments and property marks until the Engineer has witnesses or otherwise reference their location and shall not remove them until directed.

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Any utility lines damaged by the Contractor shall be repaired at once at his expense. All trails and roads adjacent to or intersecting the Works shall be protected from damage. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Works, or in consequence of the non-execution thereof on the part of the Contractor, such property shall be restored by the Contractor, at his expense, to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring same or he shall make good such damage or injury in some other acceptable manner.

MEASUREMENT AND PAYMENT

No separate measurement and payment shall 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.

No separate measurement and payment shall 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.

TS - 01 GENERAL REQUIRMENTS

a. Occupational Safety and Health Program

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:

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- 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)
- 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 hauf 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 LGU-designated 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.
- e. As far as practicable, undertake site stripping, grading and excavation during dry weather.
- 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.
- Provide PPE's and other safety provisions required by DOLE, for its project/site works.

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Accident Prevention Officer; Accidents

Due precautions shall be taken by the Contractor, at his own cost, to ensure the safety and protection against accidents of all staff and labor engaged on the Works, local residents in the vicinity of the Works, and the public traveling through the Works. The Contractor shall have on his staff on Site a designated Safety Officer qualified to promote and maintain safe working practices. This Safety Officer shall have authority to issue instructions and shall take protective measures to prevent accidents, including but not limited to, the establishment of safe working practices and the training of staff and labor in their implementation.

The Contractor shall be responsible for all costs including medical treatment, transport, accommodation etc. incurred by any member of the public or his labor force whether on direct contract or sub-contract as a result of injuries or illness arising from the execution of the Works.

Protective Clothing and Safety Equipment

The Contractor shall, at his own expense, provide protective clothing and safety equipment to all staff and labor engaged on the Works to the satisfaction of the Engineer. Such clothing and equipment shall include, at a minimum, high visibility vests for workers directing traffic, protective footwear for workmen undertaking concrete mixing work, protective footwear and gloves for workmen performing paving works, dust masks, rubber boots, rain coats and otherwise as appropriate to the job on hand and to the Engineer's satisfaction.

Medical and First-Aid Facilities

The Contractor shall provide and maintain throughout the duration of the Contract, a medical examining room and sickbay together with all necessary supplies and equipment to be sited in the Contractor's main camp. The rooms shall be used exclusively for medical purposes and shall be of good quality construction with electric lighting and otherwise suitable for their purpose. The sickbay shall have at least one bed, and shall be provided with adjacent washing and sanitation facilities. The Contractor shall employ permanently on site at least one fully trained medical aide, nurse or paramedic who shall be engaged solely for medical duties. The Contractor shall, at his own expense, provide first aid equipment at all camps and work sites to the satisfaction of the Engineer, and shall ensure that at all camps and works sites where 20 or more persons are engaged on the Works there shall at all times be a person qualified in first-aid with access to appropriate first-aid equipment. The location of the medical room and other medical and first-aid arrangements shall be made known to all employees by posting suitable notices at prominent locations around the site and by verbal instruction upon recruitment.

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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.

- TS 02 REMOVAL AND DISPOSAL OF PLASTER WALL INCLUDING SCRAPPING/CLEANING OF ORIGINAL WALL, CEMENT PLASTER FINISH, WATERPROOFING AND PAINTING WORKS
 - a. Removal & Disposal of Plaster Wall including Scrapping/Cleaning of Original Wall and Installation of Construction Safety Net, 9' x 90m

This Item shall consist of the removal and Disposal of Plaster Wall wholly or in part including Scrapping/ Cleaning of Original Wall, and satisfactory disposal of structure and obstruction which are not designated or permitted to remain at the site.

The Contractor shall perform the work described above, within and adjacent to the construction site, on Government land or easement, as shown on the Plans or as directed by NPC Engineer. All designated salvable material shall be removed, without unnecessary damage, in sections or pieces which may be readily transported, and shall be stored by the Contractor at specified places on the project or as otherwise shown in the Special Provisions. Salvaged material which are damaged thru negligence shall be replaced or restored at the Contractor's expense, Waste material may be disposed of by the Contractor in NPC-owned sites as shown in the Special Provision or permitted by NPC Engineer. Otherwise, the Contractor shall arrange disposal of waste at no expense to NPC and shall be in accordance with the requirements for disposal site selection and hauling activity stipulated in the Contract. Perishable material shall be handled as designated in Clearing and Grubbing. Nonperishable material may be disposed of outside the limits of view from the project with written permission of NPC, the property owner on whose property the material is placed. Copies of all agreements with property owners are to be furnished to the Engineer. Basements or cavities left by the structure removal shall be filled with acceptable material to the level of the surrounding ground and, if within prism of construction, shall be compacted to the required density.

Structures designated to become the property of the Contractor shall be removed from the right-of-way. Blasting shall not be allowed, but other operations necessary for the removal of an existing structure or obstruction, which may damage new construction, shall be completed prior to placing the new work, unless otherwise provided in the Special Provisions.

Material

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Galvanized Steel Chain

Constructed from welded steel and is suitable for suspension applications. With a galvanized finish for added strength and durability, the chains can be employed for storage and security applications.

Specification

Chain Type : Galvanized Steel Link Chain, 10m length, 56 kg Lifting Load

Application.

When selecting a chain, it is important to take into account its loading capacity and certification. Unless certified for lifting, a chain should not be used for lifting purposes, but can be used for suspension purposes. Non-lifting chains can be used for securing things such as gates or gas cylinders in light to medium duty applications.

High Strength Rope – used as Construction Safety Net or either a barrier to prevent a fall, or beneath the work to catch a falling worker or debris.

Specification

12mm dia. Steel Wire Rope Wire Strand Core (WSC)

The inner part of a single layer rope surrounded by the outer strands is normally filled by a rope core. Its main function is to support the outer strands and, by using a steel core, also to increase the load bearing metallic cross section.

MEASUREMENT AND PAYMENT

Measurement and payment shall be made at the contract per square meter (sq.m.) 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.

b. Cement Plaster Finish; Class A, 16mm thk.

Description

The work covered by this section consist of furnishing all labor, materials, equipment, tools and incidentals necessary to undertake, complete all finishing works and plastering for the buildings as indicated on the drawings and as specified herein.

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Plain cement plaster (steel trowel) finish painted with acrylic latex paint,

Material.

- Sand shall be clean and hard material. Sand shall be free from deleterious substances and conforming with the requirements of ASTM C 33.
- Cement shall be Portland cement conforming with the requirements of ASTM Designation C 150,
- Water shall be clean and potable.
- Bonding compound shall conform to ASTM C 631.
- Hydrate lime shall conform to ASTM C 206.

Proportioning and Mixing

Materials shall be accurately measured in a device that will maintain the specified proportions. Mechanical mixers shall be used for the mixing of plaster and textured coating, except where hand mixing of small batches is approved. Plaster shall be thoroughly mixed with the proper amount of water, until uniform in color and consistency. For natural texture color finish, use only one brand of cement. Caked or tumped materials shall not be used. Mechanical mixers, mixing boxes and tools shall be cleaned after mixing of each batch and kept free of plaster from previous mixes. Re-tempering will not be permitted and all plaster that has begun to stiffen shall be discarded.

Portland cement plaster for base coat shall be a two-coat application. Each coat shall be proportioned as follows: one part Portland cement, three parts sand, and 1/5 part lime putty.

Preparation of Surfaces

All surfaces shall be cleaned and projections, dust, loose particles and other materials, which would prevent good bond, shall be removed. Plaster shall not be applied directly to concrete and masonry surfaces coated with bituminous compounds and surfaces previously painted or plastered. All surfaces shall be thoroughly wetted before plastering.

Trial Mix

A trial mix of at least three (3) different water-cement ratios for a proposed mix shall be prepared under full scale conditions and adequate workability. The proportions by weight of cement to the weight of sand shall not be less than one part of Portland cement to two parts of sand. The proportion of cement-sand and water necessary to produce the cement plaster of the required consistency shall be subject to the approval of the Engineer. Such approval may be withdrawn at any time and a change in proportions may be

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required. Based on the approved mix proportions, the Contractor shall prepare a list showing the number of kilograms of the various materials to be used in the cement plaster finish mix. No cement plaster finish shall be started without an approved trial mix by the Engineer.

Cement Plaster Finish Application

A brown coat with sufficient pressure shall be applied to fill the gaps, and to secure a good bond. Moistened for 48 hours, each coat of cement plaster shall be kept after application and allow to dry. A finish coat shall be applied after the brown coat has set. The brown coat shall be moistened before application of the finish coat. Finish coat shall be floated to plumb, even planes and surfaces. Final plaster finishes shall be rubber sponged.

Tolerance

The Contractor shall finish plaster work plumb, level, square and true within tolerance of 3 mm in 3 meters, without cracks and other imperfections.

Patching and Cleaning

Upon completion of the building, and when directed, all loose, cracked, damaged or defective plastering shall be cut out and replastered in a satisfactory and approved manner.

MEASUREMENT AND PAYMENT

Measurement and payment shall be made at the contract per square meter (sq.m.) 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.

c. Cementitious Waterproofing System

Description

In accordance with the specifications contained in this section, the Contractor shall furnish all materials, labor, equipment and tools and perform all works as may be applicable in accordance with the drawings, or as otherwise directed/required by NPC-End User.

Material

Plexibond Cementitious Waterproofing

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A specially formulated acrylic polymer designed for compounding with Pozzolan or Portland cement. The resulting mixture possesses excellent adhesion, water resistance and flexibility even on thin section applications. Its use eliminates any cement plastering defects and water seepage, making it ideal for waterproofing roof decks and firewalls. It makes for a durable and decorative cementitious coating that not only enhances the appearance of light building materials but also prolongs their service life as well with its excellent weatherability.

Principal Uses

Excellent adhesion to concrete, bricks, wood and good corrosion resistance on metal surfaces such as G.I. sheets.

Practical Coverage

It can cover 5-6 square meter/ per one (1) gallon with One Hour surface dry and Dry through. Dry Film Thickness is approximately 20 mils. Allow overnight before applying Top Coat Paint,

Surface Preparation

It should be applied on bare concrete, wood, or metal NOT PREVIOUSLY PAINTED. Existing paint should be totally scraped off. New masonry should be allowed to cure at least 14 to 28 days. Surface should be clean, free from oil, grease, dirt, any loose grit or mortar. Wet masonry surfaces first with water before applying. Mix to avoid abrupt drying and cracking of the applied modified cement, especially under hot and sunny conditions.

Application

Mix 6.5 to 7.5 kgs. of cement to 4 liters Plexibond Cementitious Waterproofing. Add cement to Plexibond slowly while stirring to prevent lumping. Pass mixture through a fine strainer to sift out lumpy materials. Ensure intimate mixing, stirring as often as possible to avoid settling. Keep mixture proportion constant for a uniform texture. Mix only enough material to prevent waste. Workability of Plexibond mixture is 30 minutes, while potlife is 2 hours.

For vertical surfaces such as firewalls, apply two coats of Plexibond mixture by textured roller (for orange peel texture finish) or three coats by brush (for plain finish) while maintaining coverage rate at 5-6 sq. meters per gallon. Recoating interval is 1-2

For horizontal surfaces such as roof decks, parapets, canopies and ledges, apply five coats by brush or three coats by textured roller.

Reinforce joints, comers and active cracks susceptible to cracking or movement with a strip of fiberglass matting. Put on the matting immediately after the second coat, while the mixture is still wet. The matting should adhere to the mixture. Make

SECTION VI-SPECIFICATIONS

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sure the Plexibond coating and the matting is completely dry before applying succeeding coats. The matting should be completely covered by the mixture. Let dry for one day, then apply a bond coat by brushing Plexibondstraight from the can prior to laying out mortar topping.

For filling large cracks, add 3 parts by volume of fine uniform-sized sand to 1 part cement and mix with Plexibond to trowellable consistency. Allow Plexibond to dry at least one day before paint application.

Cement Content

The minimum cement content per cubic meter of concrete for the different classes or gradation of aggregates shall be in accordance with the following:

Class and (Aggregates	Gradation of	Minimum Cement Content
Y with 1/2"	••••	400 kgs/cu.m
AA with 3/4"		400 kgs/cu.m
A with 1-1/2"		360 kgs/cu.m
B with 2"		600 kgs/cu.m
C with 3"		270 kgs/cu.m
Z with 3"		340 kgs/cu,m

Job mix adjustments on water content shall be allowed only with Engineer's permission and provided that cement is also added to maintain the original water cement ratio of the design mix.

Mixing Concrete

No hand mixing shall be allowed, except in case ofemergency such as mixer breakdown during pouring operations and shall stop at the first allowed construction joints. All concrete shall be machine mixed for at least 1 minutes after all materials including water are in the mixing drum.

The mixer shall be of approved size and type which will insure a uniform distribution of material throughout the mass, it shall be equipped with a device for accurately measuring and controlling amount of water in each batch.

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Placing of material in mixer shall be done in such a way that first batch of concrete materials placed in the mixer shall contain sufficient excess of cement, sand and water to coat the inside of the drum without reducing the cement content of the mix to be discharged.

Retempering, i.e., remixing with the addition of water to concrete that has been partially hardened shall not be permitted.

MEASUREMENT AND PAYMENT

Measurement and payment shall be made at the contract per square meter (sq.m.) 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.

d. Wall Painting

Description

The contractor shall furnish all labor, equipment, materials and services required to complete the entire painting work herein called for. Painting Work shall include the painting of all Exterior Masonry Works as specified herein after the required there to.

The contractor shall be furnish all tools, brushes spraying equipment, tackles, scaffolding, ladders pails, pans and other equipment required to complete the entire painting work.

Workmanship

All work shall be done by skilled painters in a workman like manner by being brushed or sprayed on the surfaces. All paints etc., shall evenly applied so as to be free from sags, runs, crawls or other paint defects. All coats shall be of minimum brush marks. All brushed shall be clean and in good condition, heavy brushes are preferred.

All paints shall be thoroughly stirred so as to keep the pigment evenly in suspension when paint is being applied.

No paintings shall be done under conditions that are unsuitable for the production of good results. No oil painting shall be done on damp weather.

All coats shall be thoroughly dry before the succeeding coat is applied. Allow at least twenty-four (24) hours between coats unless otherwise specified by the manufacturer.

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Painting coats are specified and intended to cover surfaces perfectly, if surfaces are not fully covered, further coats shall be applied to attain the desired evenness of the paint application.

All parts of the molding shall be left clean and true to details. All findings shall be uniformed as the sheen, color, and texture except when glazing is required.

Materials

All paint materials shall be delivered at the site in their original containers, with labels intact and seals unbroken.

With exception of ready-mixed materials in original containers all mixing shall be done at the jobsite. No materials are to be reduced or changed except as specified by the manufacturer of the said materials.

Colors

All Colors of paint and varnishes shall be accordance with color scheme as approved by the NPC-End User.

All colors shall be subject to the approval of the NPC representative. Tinting of matching colors shall be done under the supervision of the NPC representative. In all cases, a sample shall be applied on the job and the NPC Representative must give his approval before work is commenced. If required, three panels, 200mm x 250mm (8"x 10") of each color and finish shall be prepared in advance, for the approval of the NPC Representative

Surface Preparation for Concrete And Masonry

Scrape off loose, scaling and peeling old paints. Sand the whole surfaces including those where old paint still adheres very well. For areas with extreme chalking problems, steel brush, blow air from a compressor or wipe with a clean rag prewetted with water. Let dry, then apply one (1) cost of concrete scaler. Dry for at least 4 hours before applying subsequent coats. For areas affected by molds and mildew, wash the whole surface with water or with hypochlorite washing solution. Scrub using a stiff hylon brush, then rinse with water. Apply fungicidal washing compound. Leave overnight. For areas with mapping problems, properly prepare the surface then apply concrete sealer. Dry for at least 4 hours. Putty hairlines cracks.

Paint Application

 Materials which are subject to working instructions, shall be treated according to these instructions, unless stipulated differently by the relevant paint manufacturer: BID DOCUMENTS NAME OF PROJE

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- Paint, gloss and coating may be worked manually or by machines, unless a particular execution has been stipulated in the Specifications.
- 3. Paint, gloss and coat shall be bond firmly and be of even surface without scars and strips.
- 4. The surface shall be smooth, if not otherwise stipulated in the Specifications, such as finely or coarsely granulated.
- Any paint, gloss or coating shall be applied without filling to create a uniform surface or when gloss is being applied, a flowing surface with the required materials according to instructions manuals, of white or light shade, unless otherwise stated in the Specifications.
- 6. Top finish shall be high-gloss, unless otherwise stated in the Specifications.
- 7. If flat levels are to be formed, the prime coated surfaces shall be completely being covered with suitable undercoat filler ribbed and smoothed.
- 8. Primer protective coating shall be applied on woodwork according to manufacturer's instruction. If several coats are requested, the preceding coat shall be dried before applying the subsequent one. This does not apply for wet-on-wet techniques.
- 9. Drying periods prescribed by the manufacturer shall be observed, for open surfaces, as well as for edges or irregular surfaces. All edges at doors, windows, skirting, sockets, etc. shall be of sharp and straight line.
- 10. New concrete and masonry surfaces must be thoroughly πeutralized either by brush or spray with a solution of 2kg of zinc sulfate to each gallon of water.
- 11. When applying paints by spray-gun, the object to be sprayed shall not be contaminated by water or oil in the compressed air.
- 12. In paint systems involving coats, the various coats of paints shall be distinguishable from each other by their shade.

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- 13. All coats of paint shall be applied only to clean, dry and non-greasy surfaces. In multi-coat paint systems, the coat last applied shall always be sufficient dry, free from any superficial moisture and from dust and dirt before applying the next coat; only when using the moist oil type of paints may it be necessary for the previous coat to be hard dry.
- 14. The Contractor shall inform the NPC representative in good time before starting to apply the next coat so that the NPC representative shall have the opportunity of approving the previous coat.
- 15. Painting work shall not be carried out at a temperature below +5 °C and above 50 °C. In addition, painting work shall not be carried out on surface affected by the action of rain, for and moisture or water of condensation; work started on such surfaces may not be continued until the surfaces to be painted are completely dry.

MEASUREMENT AND PAYMENT

Measurement and payment shall be made at the contract per square meter (sq.m.) 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.

CLEARING AND DEMOBILIZATION

Before moving out, the contractor shall restore the orderly state of worksite by clearing all temporary structures. Remove all excess/waste materials and store in designated areas.

Before the Contractor will demobilize its construction equipment/ tools, materials and crew, he shall secure approval from NPC security office for the release of the contractor's equipment and to surrender the workers identification (I.D) cards. A joint inspection with the NPC inspector and Contractor will be conducted to make sure that all his accomplishment / work that needs remedial attention or correction shall be done prior to the issuance of the Certificate of Completion. The Certificate of Completion will serve as basis for the processing of payments.

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Disposal Area

The proposed location of disposal area shall be at the site designated by the Engineer. It is the responsibility of the Contractor to disposed off site all construction debris and be considered in the preparation of his proposal.

Disposal of all Rubbish, Demolition Waste etc.

The Contractor shall be entirely responsible for and ensure the safe and hygienic collection, transportation and disposal of all rubbish, tires, liquid/solid waste material off-site arising from construction activities and from site offices, canteen and etc., and for disposal of demolition waste that cannot be recycled. Fires and burning of rubbish and waste on the Site will not be permitted, nor the burying of rubbish and waste. Particular care shall be taken in identification and safe disposal of hazardous materials (if any).

Cleaning-up

The Contractor shall at all times keep the construction area including storage area used by him free from accumulations of waste material or rubbish. Upon completion of construction, the Contractor shall leave the work and premises in clean, neat and workmanlike conditions satisfactory to the Engineer.

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Section VII. Drawings

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Sheet No. 1/6 - LOCATION PLAN

Sheet No. 2/6- ROOF DECK FLOOR PLAN

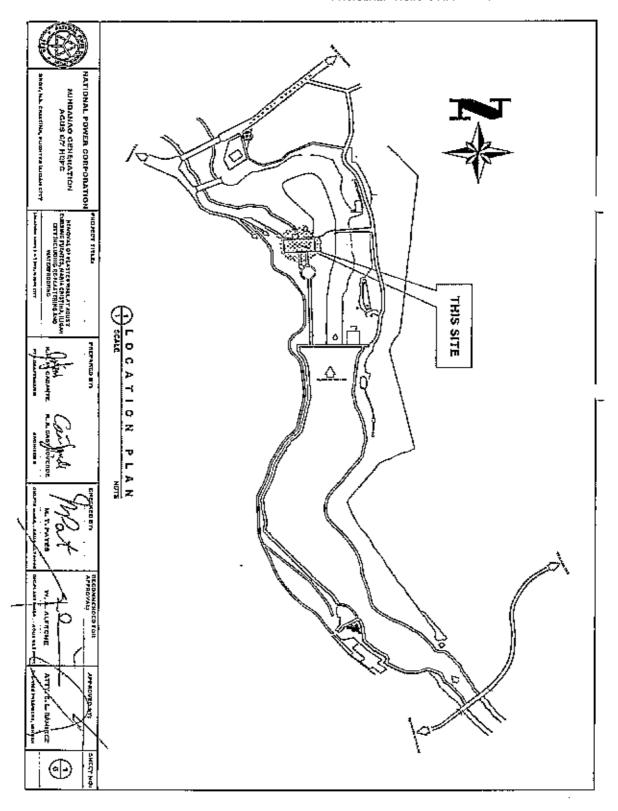
Sheet No. 3/6 - EXISTING AGUS 7 BUILDING

Sheet No. 4/6- FRONT ELEVATION

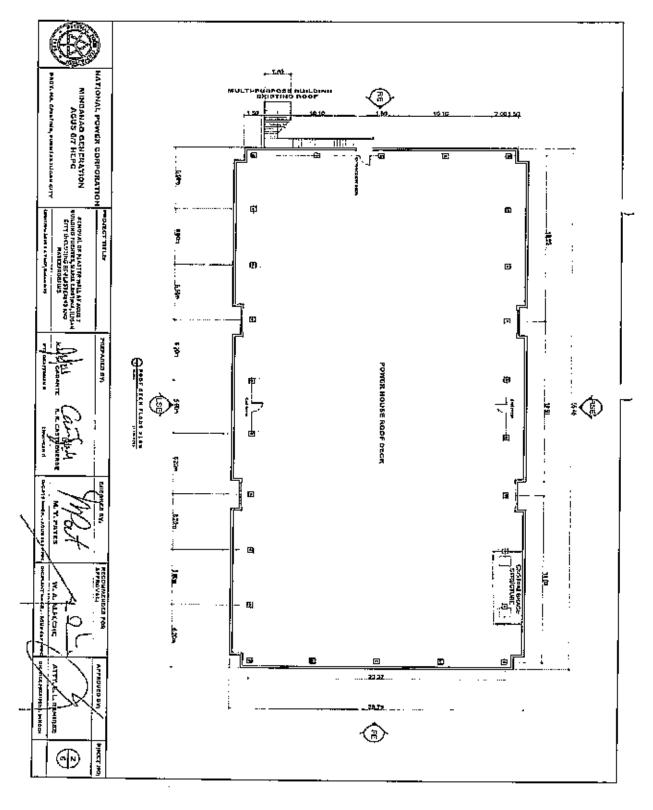
Sheet No. 5/6- LEFT-SIDE ELEVATION

Sheet No. 6/6- ADMIN OFFICE (INTERIOR)

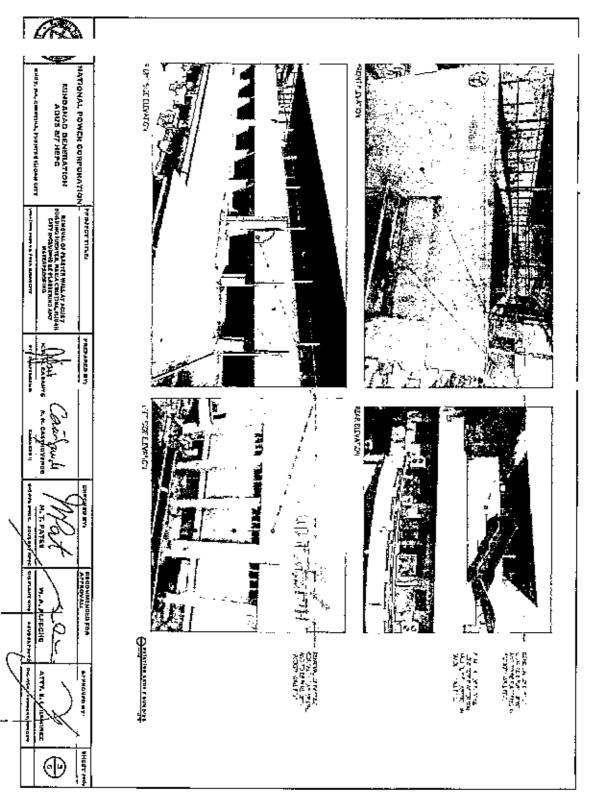
PR NOJ/REF. NO.; MG-A7T23-038/ INFRA2023-AG7-038



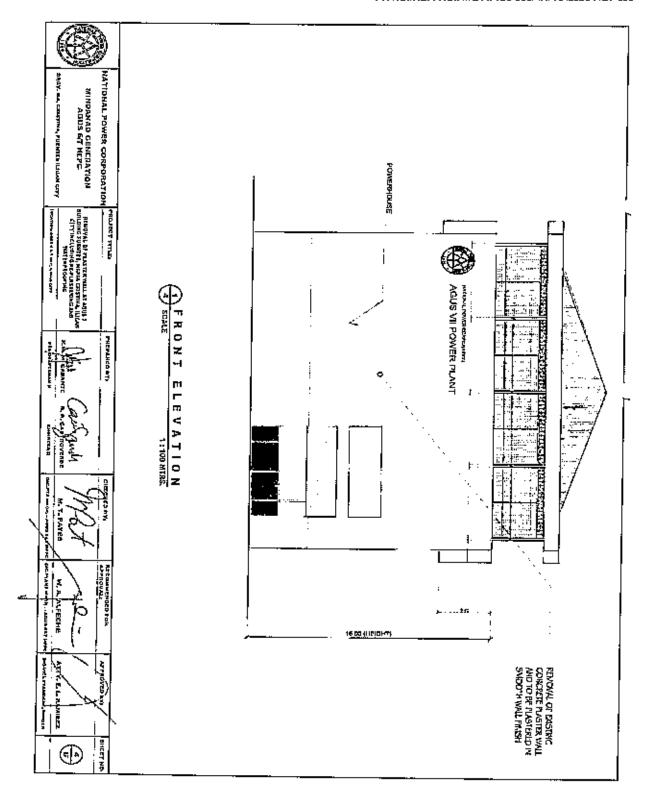
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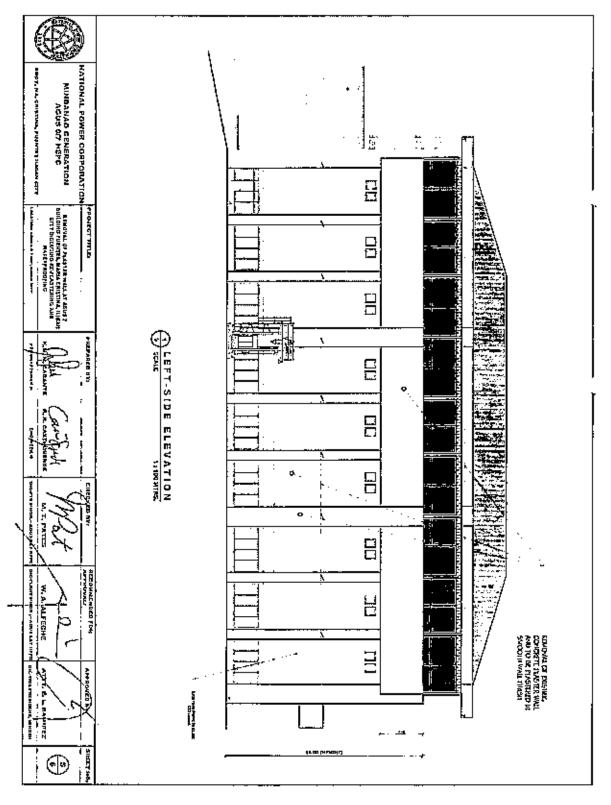
PR NO./REF, NO.: MG-A7T23-038/ INFRA2023-AG7-038



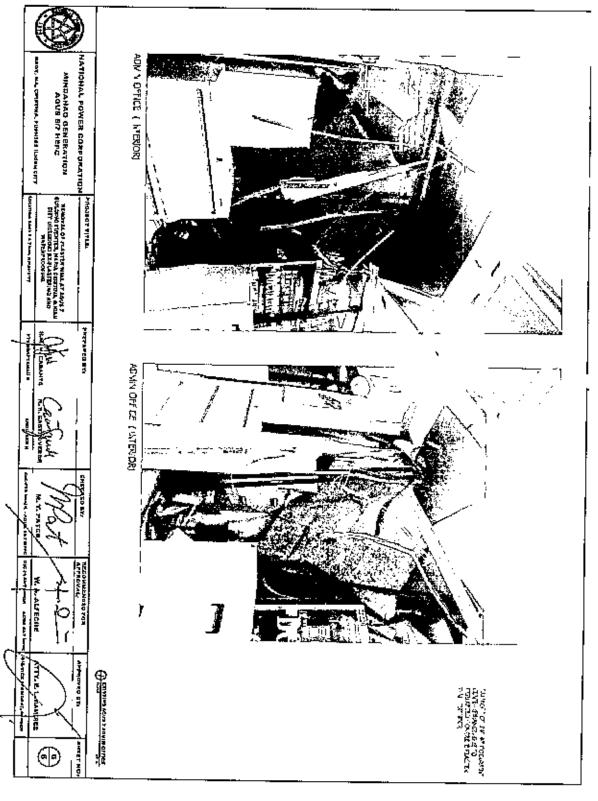
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Section VIII. Bill of Quantities

AGUS 7 BUILDING FUENTES, MARIA CRISTINA, ILIGAN CITY INCLUDING RE-PLASTERING AND NAME OF PROJECT: REMOVAL OF PLASTER WALL AT

WATERPROOFING PR NOJREF, NO.: MG-A7723-038/ INFRA2023-AG7-038 Name of Project

AGUS Z BUILDING FUENTES, MARIA CRISTINA, ILIGAN CITY INCLUDING RE-PLASTERING AND WATERPROOFING REMOVAL OF PLASTER WALL AT

MG-A7T23-03B

PR No.

SECTION VIII - BILL OF QUANTITIES

Item ģ

Total Amount H PΗ 뮾 (Words and Figures) Unit Price in Pesas di-id) 보 (PHP (PHP (PHP BILL OF QUANTITIES Estimated Quantity 59.m. : E:B: \$9.M. \$9,M ₽ 2500 2500 2500 2500 Chit PART II. REMOVAL & DISPOSAL OF PLASTER WALL INCLUDING SCRAPPINGICLEANING OF ORIGINAL WALL, CEMENT PLASTER FINISH, WATERPROOFING a. Removal & Disposal Wall of Plaster Wall including Scrapping/ Cleaning of Original Wall and Installation of Construction Safety Net. 9' x 90m Description of Work or Materials Cement Plaster Finish, Class A, 16mm thk. A. Occupational Safety and Health Program c. Cementitious Waterproofing System PART I. GENERAL REQUIREMENTS AND PAINTING WORKS d. Wall Painting

Name of Firm

Name and Signature of Authorized Representative

Designation

TOTAL

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SECTION IX- CHECKLIST OF TECHNICAL & FINANCIAL DOCUMENTS

Section IX. Checklist of Technical and Financial Documents

SECTION IX- CHECKLIST OF TECHNICAL & FINANCIAL DOCUMENTS

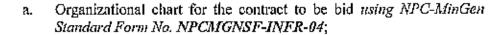
Checklist of Technical and Financial Documents

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(I) mark	ICAL COMPONENT ENVELOPE[Submit in three (3) copies- one ed Original with the understanding that the Pass/Fail evaluation will only on the copy marked "Original"]
	Class "A" Documents
<u>Legal Da</u> (a)	ocuments Valid and updated PhilGEPS Registration Certificate (Platinum Membership) (all pages)in accordance with Section 8.5.2 of the IRR; or
<u>Technica</u>	al 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
(f)	Project Requirements, which shall include the following:
	60

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SECTION IX: CHECKLIST OF TECHNICAL & FINANCIAL DOCUMENTS



- b. List of contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data using NIC-MinGen Standard Form No. NPCMGNSF-INFR 05.

 List of contractor's major equipment units, which are owned, leased.
 - c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, using NPC-MinGen Standard Form No. NPCMGNSF-INFR-06and its supporting documents; and
- (g) Original duly signed Omnibus Sworn Statement (OSS),using any of the following NPC-MinGen Standard Forms No.:

 NPCMGNSF-INFR-07u for Sole Proprietorship;

 or

 NBCMGNSF-INFR-07h for Partnership/Consequation/

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;

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

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SECTION IX- CHECKLIST OF TECHNICAL & FINANCIAL DOCUMENTS

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

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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-	-	Bid Form
NPCMGNSF-INFR-11	-	Detailed Cost Estimate Form
NPCMGNSF-INFR-12	-	Summary Sheets of Materials Prices, Labor Rates

and Equipment Rental Rates

SECTION IX- CHECKLIST OF TECHNICAL &

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Standard Form Number: NPCNGNSF-INFR-01

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

Business Name :		-						
Name of Contract/Location/	a. Owner's Name		Contractor's Role		a. Date Awarded	% of Accom	% of Accomplishment	Value
Project Cost	b. Address c Telephone Nos.	Nature of Work	Description	%	b. Date Started	Planned	Actual	Outstand
Government								T C C C C C C C C C C C C C C C C C C C
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Private								
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The bidder shall declare in this form all his on-going government and private contracts including contracts where the bidder (other as individual or as a foint Venture) is a partner in a Joint Venture as secure to the his current joint venture whre hels a partner. Non declaration will be a ground for disqualification of bid,

Total Cost

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

(Printed Name & Signature)	
••	
Submitted by	Dosignation Date

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FINANCIAL DOCUMENTS

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Standard Form Number: NPCMGNSF-INFR-02

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

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 disqualify his bid. This Sta shall be supported with:

- Contract and/or Natice to Proceed
 Certificate of Completion (for projet
- 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 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 equiva (Ex. Official Receipt) shall be accepted.

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

BOND NO.:

NAME OF PROJECT: REMOVAL OF PLASTER WALL AT AGUS
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Standard Form No: NPCMGNSF-INFR-03a

FORM OF BID SECURITY (SURETY BOND)

DATE BOND EXECUTED:

By this bond, We <u>(Name of Bidder)</u> and <u>(Name of Surety)</u> of transact business in the Philippines (he sum of <u>famount in words & figures as</u> demand, for the payment of which sum, v	reinafter called "the Emp <u>prescribed in the bidding</u>	oloyer") as Obligee <u>documents]</u> , call	, in the able on
Surety bind ourselves, our successors presents.	and assigns, jointly and	severally, firmly by	y these
SEALED with our seals and dated this	day of	20	
WHEREAS, the Principal has submitted a control of, for the Bid*).	a written Bid to the Emplo	oyer dated the (hereinafter call	day ed "the
NOW THEREFORE, the conditions of this	s obligation are:		
43 If also filled a control of the file.	declare the second of the		

- 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
 - 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.

NAME OF PROJECT: REMOVAL OF PLASTER WALL AT AGUS
7 BUILDING FUENTES, MARIA CRISTINA, ILIGAN CITY
INCLUDING RE-PLASTERING AND WATERPROOFING
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SECTION IX- CHECKLIST OF TECHNICAL & FINANCIAL DOCUMENTS

Standard Form No: NPCMGNSF-INFR-03a

Page 2 of 2

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

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

NAME OF PROJECT: REMOVAL OF PLASTER WALL AT AGUS
7 BUILDING FUENTES, MARIA CRISTINA, ILIGAN CITY
INCLUDING RE-PLASTERING AND WATERPROOFING
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SECTION IX- CHECKLIST OF TECHNICAL & FINANCIAL DOCUMENTS

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

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

I/We, the undersigned, declare that:

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

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

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

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

NAME OF PROJECT: REMOVAL OF PLASTER WALL AT AGUS
7 BUILDING FUENTES, MARIA CRISTINA, ILIGAN CITY
INCLUDING RE-PLASTERING AND WATERPROOFING
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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.

		<u> </u>
I		
		į
	Attach the required Proposed Organizational Chart for the Contract as stated above	
I	\cdot	
	•	

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.

SECTION IX- CHECKLIST OF TECHNICAL & FINANCIAL DOCUMENTS

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7 BUILDING FUENTES, MARIA CRISTINA, ILIGAN CITY
INCLUDING RE-PLASTERING AND WATERPROOFING
PR NO./REF, NO.: MG-A7T23-038/ INFRAZ023-AG7-038

NAME OF PROJECT: REMOVAL OF PLASTER WALL AT AGUS
7 BUILDING FUENTES, MARIA CRISTINA, ILIGAN CITY
INCLUDING RE-PLASTERING AND WATERPROOFING
PR NO.REF. NO. MG-A7T23-038/ INFRAZD23-AG7-038

FINANCIAL DOCUMENTS

SECTION IX- CHECKLIST OF TECHNICAL &

Standard Form Number: NPCMGNSF-INFR-05

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

Business Name

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

Required Attachments during Postqualification;

- 1. Valid PRC Dense of the (professional) personnel)
- 2. Certificate of Training with accorditation from DOLE of the Construction Safety and Health Officer
 - 3. TESDA Training Cortificate (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 Foremon, Weldor, Plumber or Electrician, which ever is applicable shall be submitted during post qualification by the winning bidden.

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

One of the requirements from the biddento by Induéed in its Tachhies Envelope is a list of contractor's key personnel (based on the minimum key personnel required in the bidding decuments) to be 251gave to the contract to be bid, with their complete qualification and experience data (including the key personnel's signad written commitment to work for the project once the contract).

777

NAME OF PROJECT: REMOVAL OF PLASTER WALL AT AGUS 7 BUILDING FUENTES, MARIA CRISTINA, ILIGAN CITY

INCLUDING RE-PLASTERING AND WATERPROOFING PR NOJREF, NO.: MG-47T23-038/ INFRA2023-AG7-038

SECTION IX-CHECKLIST OF TECHNICAL &

FINANCIAL DOCUMENTS

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)

Business Name :			-				
Description	Wodel/Year	Capacity/ Performance / Size	Plate No.	Motor No. / Body	Location	Condition	Proof of Ownership /
wned							
_			!				
pase							
				<u> </u>			
ider Purchased Agreements	ents						
	Submitted by:						
			(Prir	(Printed name & Signature)		•	

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

Designation:_

NAME OF PROJECT: REMOVAL OF PLASTER WALL AT AGUS
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SECTION IX- CHECKLIST OF TECHNICAL & FINANCIAL BOCUMENTS

Standard Form No: NPCMGNSF-INFR-07.

Omnibus Sworn Statement (Revised)

(SOLE PROPRIETORSHIP)

REPUBLIC OF THE PHILIPPIN	IES)
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:

- I 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 [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the 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;
- 5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
- 6. 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. <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;

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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].
- f[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	ąt
, 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: REMOVAL OF PLASTER WALL AT AGUS
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SECTION IX- CHECKLIST OF TECHNICAL & FINANCIAL DOCUMENTS

Standard Form No: NPCMGNSF-INFR-076

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

REPUBLIC OF THE PHILIPPINES)	
CITY/MUNICIPALITY OF) s.s.	

AFFIDAVIT

I,[Name of Afflant], of legal age, [Civil Status], [Nationality], and residing at [Address of Afflant], 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];
- 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;
- 5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
- 6. [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

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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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- 7. [Name of Bidder] complies with existing labor laws and standards; and
- 8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - 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.

lΝ	WITNESS	WHEREOF, I	have	hereunto	set	my	hand	this	_	day	of	 20	at
_		_, Philippines.											

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

Affiant

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

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INCLUDING RE-PLASTERING AND WATERPROOFING
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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)	

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

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

NECC D				
	NFCC - P			

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

Submitted by:
Name of Bidder/Contractor
Signature of Authorized Representative
Date:

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SECTION IX- CHECKLIST OF TECHNICAL & FINANCIAL DOCUMENTS

Standard Form No: NPCMGNSF-INFR-09

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENT	rs:
That this JOINT VENTURE AGREI	EMENT is entered in to by and between: ge, <u>(civil status)</u> , authorized representative of of
	- and -
, of legal age, and a resident of	<u>(civil status)</u> , authorized representative of
That both parties agree to join to resources and efforts to enable the Joint Ve hereunder stated Contract of the National P	ngether their capital, manpower, equipment, and other inture to participate in the Bidding and Undertaking of the lower Corporation.
NAME OF FIRM	CAPITAL CONTRIBUTION
That the capital contribution of each	member firm:
NAME OF FIRM	CAPITAL CONTRIBUTION
1 2	
That both parties agree to be jointly and Undertaking of the said contract.	and severally liable for their participation in the Bidding
nerform any and all acts necessary and/	and/or shall be the Official are granted full power and authority to do, execute and for to represent the Joint Venture in the Bidding and and effectively and the Joint Venture may do and if tion and revocation.
That this Joint Venture Agreement until terminated by both parties.	shall remain in effect only for the above stated Contract
Name & Signature of Authorized Representative	Name & Signature of Authorized Representative
Official Designation	Official Designation
Name of Firm	Name of Firm
	Witnesses

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

NAME OF PROJECT: REMOVAL OF PLASTER WALL AT AGUS
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Standard Form No: NPCMGNSF-INFR-09

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<u>ACKNOWLEDGEMENT</u>

BEFORE ME, a Notary Public for and in	. Philippines, this day of
, 20, personally appeared	, authorized
representative, of with	
, issued at,	on, AND
authorized representa	
Community Tax Certificate No,	issued at, on
instrument consisting of two (2) pages, including the pages	person who executed the foregoing
are written, all pages signed by both parties and the	eir instrumental witnesses and they
acknowledged before me that the same are their free at	nd voluntary acts and deeds and that
of the Corporations they represents.	•
•	
LANGUEGO ANGLIAND AND NOTADIAL OCAL -	ula alaa aa baa data Sest
WITNESS MY HAND AND NOTARIAL SEAL, at above written.	the place and on the date hist
above whiten.	
	Notary Public
	Until 31 December 20
	PTR No.
	Issued at:
	Issued on:
	TIN No
Doc, No	
Page No	
Book No.	
Series of	

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

NAME OF PROJECT: REMOVAL OF PLASTER WALL AT AGUS 7 BUILDING FUENTES, MARIA CRISTINA, ILIGAN CITY INCLUDING RE-PLASTERING AND WATERPROOFING PR NO./REF. NO.: MG-A7T23-038/ INFRA2023-AG7-038

SECTION IX- CHECKLIST OF TECHNICAL & FINANCIAL DOCUMENTS

Standard Form No: NPCMGNSF-INFR-TO

Bid Form for the Procurement of Infrastructure Projects

				-
	 	BID FORM		
			Date :	
Projec	t 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 *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, declare that:

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: <u>linsert name of contract]</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: *[insert 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 amountipercent</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;
- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between

¹ currently based on GPPB Resolution No. 09-2020

NAME OF PROJECT: REMOVAL OF PLASTER WALL AT AGUS
7 BUILDING FUENTES, MARIA CRISTINA, ILIGAN CITY
INCLUDING RE-PLASTERING AND WATERPROOFING
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SECTION IX- CHECKLIST OF TECHNICAL & FINANCIAL DOCUMENTS

us, until a formal Contract is prepared and executed; and Standard Form No: NPCMGNSF-INFR- $\overline{10}$

Page 2 of 2

- 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:		
Signature:	<u>. </u>	
Duly authorized to sign the Bid for and behalf of:		
Date:		

SECTION IX-CHECKLIST OF TECHNICAL &

FINANCIAL DOCUMENTS

NAME OF PROJECT: REMOVAL OF PLASTER WALL AT AGUS INCLUDING RE-PLASTERING AND WATERPROOFING 7 BUILDING FUENTES, MARIA CRISTINA, (LIGAN CITY

PR NO./REF. NO.: MG-A7T23-038/1NFRA2023-AG7-038

Standard Form Number: NPCMGNSF-INFR-11

DETAILED COST ESTIMATE FORM

Mark-Up VAT Unit Cost Total Price

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TQ.	

Designation

NAME OF PROJECT: REMOVAL OF PLASTER WALL AT AGUS 7 BUILDING FUENTES, MARIA CRISTINA, ILIGAN CITY INCLUDING RE-PLASTERING AND WATERPROOFING

PR NO /REF, NO.: MA-A7T23-038/ INFRA2D23-AG7-038

Standard Form No: NPCMGNSF-INFR-12

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

Name of Bidget;				
I.	Unit Prices of Materials			
		Unit	Unit Price	
	Materials Description	Onit	Unit Price	
II.	Manpower Hourly Rates			
	Designation	Rate/Hr.		
III.	Equipment Hourly Rental Rates			
	Equipment Description	Rental Rate/Hr	:	
Nar	me, Signature of Authorized Representative	Desid	nation	

NAME OF PROJECT: REMOVAL OF PLASTER WALL AT AGUS 7 BUILDING FUENTES, MARIA CRISTINA, ILIGAN CITY INCLUDING RE-PLASTERING AND WATERPROOFING

PR NO./REF, NO.: MA-A7T23-038/ INFRA2023-AG7-038

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 PHILIPPI	NES)	
CITY OF) S.S.	

PERFORMANCE SECURING DECLARATION

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

I/We, the undersigned, declare that:

- 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;
- 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
 - 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 NAME OF PROJECT: REMOVAL OF PLASTER WALL AT AGUS 7 BUILDING FUENTES, MARIA CRISTINA, ILIGAN CITY INCLUDING RE-PLASTERING AND WATERPROOFING

PR NO./REF, NO.: MA-A7T23-038/ INFRA2023-AG7-038

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

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 [name 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 to.
- 2. 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;
 - il. Specifications:
 - iii, Bill of Quantities;
 - iv. General and Special Conditions of Contract;
 - v. Supplemental or Bid Bulletins, if any;
 - 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;

- c. Performance Security;
- d. Notice of Award of Contract and the Bidder's conforme thereto; and

NAME OF PROJECT: REMOVAL OF PLASTER WALL AT AGUS 7 BUILDING FUENTES, MARIA CRISTINA, ILIGAN CITY INCLUDING RE-PLASTERING AND WATERPROOFING

PR NOJREF, NO.: MA-A7T23-038/ INFRA2023-AG7-038

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

[Insert Signatory's Legal Capacity]

[Insert Signatory's Legal Capacity]

for:

for:

[Insert Procuring Entity]

[Insert Name of Supplier]

<u>Acknowledgment</u>
[Format shall be based on the latest Rules on Notarial Practice]

