



NATIONAL POWER CORPORATION

MinGen

BIDDING DOCUMENTS

(Procurement of GOODS & SERVICES)

FOR

**SUPPLY OF LABOR, TOOLS/EQUIPMENT,
SUPPLIES/MATERIALS AND SUPERVISION FOR THE
MANPOWER REQUIREMENT OF NATIONAL POWER
CORPORATION OFFICES, PLANTS AND OTHER
INSTALLATIONS RELATED TO JANITORIAL/LAWN
AND GARDEN, LANDSCAPE/PLANTSCAPE
MAINTENANCE AND OTHER ALLIED SERVICES**

PACKAGE NO. MG-J5 (AGUS 5 HPP)

PR No.: MG-A5O22-001

**Contracts Management Office
Logistics Division**

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Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

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])

CDA - Cooperative Development Authority.

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.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means “delivered duty paid.”

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – “Free Carrier” shipping point.

FOB – “Free on Board” shipping point.

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]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as “Call-Offs,” are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

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.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

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.

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.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I

Invitation to Bid



NATIONAL POWER CORPORATION

MinGen

INVITATION TO BID

FOR

SUPPLY OF LABOR, TOOLS/EQUIPMENT, SUPPLIES/MATERIALS AND SUPERVISION FOR THE MANPOWER REQUIREMENT OF NATIONAL POWER CORPORATION OFFICES, PLANTS AND OTHER INSTALLATIONS RELATED TO JANITORIAL/LAWN AND GARDEN, LANDSCAPE/PLANTSCAPE MAINTENANCE AND OTHER ALLIED SERVICES
PACKAGE NO. MG-J5 (AGUS 5 HPP)

1. The *NATIONAL POWER CORPORATION–MINDANAO GENERATION*, through the approved Corporate Budget of NPC for CY 2022 intends to apply the sum of **Three Million Seven Hundred Seventy Four Thousand Pesos (PHP3,774,000.00)** being the ABC to payments under the contract for **SUPPLY OF LABOR, TOOLS/EQUIPMENT, SUPPLIES/MATERIALS AND SUPERVISION FOR THE MANPOWER REQUIREMENT OF NATIONAL POWER CORPORATION OFFICES, PLANTS AND OTHER INSTALLATIONS RELATED TO JANITORIAL/LAWN AND GARDEN, LANDSCAPE/PLANTSCAPE MAINTENANCE AND OTHER ALLIED SERVICES-*Package No. MG-J5 for Agus 5 HPP, Ditucalan, Iligan City.*** 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. Delivery of the Services is required for **two (2)** years. Bidders should have completed, within **five (5)** years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
 - a. Bidding is open to all interested bidders, whether local or foreign, subject to the conditions for eligibility provided in the 2016 revised IRR of RA No. 9184.
4. Prospective Bidders may obtain further information from *BAC Secretariat, NATIONAL POWER CORPORATION–MINDANAO GENERATION* and inspect the Bidding Documents at the address given below during **8:00 AM – 5:00 PM, Monday to Friday.**

5. A complete set of Bidding Documents may be acquired by interested Bidders on January 14-February 02, 2022 from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of Five Thousand Pesos (PHP5,000.00). The Procuring Entity shall allow the bidder to pay online and present its proof of payment for the fees in person, by facsimile, or through electronic means. For those prospective bidders who wish to pay online, below are the details of the account:

LandbankAccount name : NPC GENCO 5 COLLECTIONS FUND
 LandbankAccount number : 0321-1689-14

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

6. The *NATIONAL POWER CORPORATION–MINDANAO GENERATION* will hold a Pre-Bid Conference¹ on 21 January 2022 @ 9:30 AM at *Bidding Room, NPC-Mindanao Generation Headquarters, Maria Cristina, Iligan City* and/or through video conferencing or webcasting via Zoom, which shall be open to prospective bidders. Interested online attendees are required to pre-register one (1) day before the scheduled pre-bidding conference. For pre-registration, contact tel. no. (063)-222-3459 or email address: logistics_afd_mingen@napocor.gov.ph.
7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before 02 February 2022 @ 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 14.
9. Bid opening shall be on 02 February 2022 @ 9:30 AM at *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:*
- **Site inspection is required.**
11. The *NATIONAL POWER CORPORATION – MINDANAO GENERATION* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

¹ May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

12. For further information, please refer to:

BAC Secretariat
Contracts Management Office
Logistics Division
Mindanao Generation Headquarters
National Power Corporation
Maria Cristina, Iligan City
logistics_afd_mingen@napocor.gov.ph

Tel. No.: (063)222-3459
Fax No.: (063) 223-8355/(063)223-4604
www.napocor.gov.ph

13. You may visit the following websites:

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

HASSAN L. MACADATAR
Chairman, Bids and Awards Committee
Mindanao Generation

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Section II

Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *NATIONAL POWER CORPORATION–MINDANAO GENERATION* wishes to receive Bids for the ***SUPPLY OF LABOR, TOOLS/EQUIPMENT, SUPPLIES/MATERIALS AND SUPERVISION FOR THE MANPOWER REQUIREMENT OF NATIONAL POWER CORPORATION OFFICES, PLANTS AND OTHER INSTALLATIONS RELATED TO JANITORIAL/LAWN AND GARDEN, LANDSCAPE/PLANTSCAPE MAINTENANCE AND OTHER ALLIED SERVICES***, with identification number ***PACKAGE NO. MG-J5 (AGUS 5 HPP)***.

The Procurement Project (referred to herein as “Project”) is composed of **one (1) lot**, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for **CY 2022 - CY 2023** in the amount of **Seven Million Seven Hundred Fourteen Thousand Nine Hundred Sixty Four & 83/100 Pesos (PHP7,714,964.83)**.

2.2. The source of funding is:

a. **GOCC and GFIs, the 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 Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and

obstructive practices defined under Annex “I” of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership limited to those allowed under the rules may participate in this Project.
- 5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA’s CPI, must be at least equivalent to **fifty percent (50%) of the ABC**.
- 5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

- 7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the

IB, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.
- 10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within **five (5)** years prior to the deadline for the submission and receipt of bids.
- 10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an Apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

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

12. Bid Prices

- 12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:
 - a. For Goods offered from within the Procuring Entity's country:

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

13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

13.2. Payment of the contract price shall be made in:

- a. Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration² 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**.

² In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

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

15. Sealing and Marking of Bids

Each Bidder shall submit 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 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.

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

- 19.1. The Procuring BAC shall immediately conduct a detailed evaluation of all Bids rated “*passed*,” using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.
- 19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 15 shall be submitted for each lot or item separately.
- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded as follows:
Option 1 – One Project having several items that shall be awarded as one contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

- 20.1. For multi-year Framework Agreement, all bidders initially determined to be eligible and financially compliant shall be subject to initial post-qualification. The BAC shall then recommend the execution of a Framework Agreement among all eligible, technically and financially compliant bidders and the Procuring Entity and shall be issued by HoPE a Notice to Execute Framework Agreement. The determination of the Lowest Calculated Bid (LCB) shall not be performed by the BAC until a Mini-Competition is conducted among the bidders who executed a Framework Agreement. When a Call for Mini-Competition is made, the BAC shall allow the bidders to submit their best financial proposals on such pre-scheduled date, time and place to determine the bidder with the LCB.

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

21. Signing of the Contract

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

Section III

Bid Data Sheet



Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: <ul style="list-style-type: none"> a. <i>Supply of janitorial services, lawn and garden maintenance and/or allied services.</i> b. Completed within five (5) years prior to the deadline for the submission and receipt of bids.
7.1	Subcontracting is not allowed.
12.0	The price of the Goods shall be quoted DDP Agus 5 HPP or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ul style="list-style-type: none"> a. The amount of not less than SEVENTY FIVE THOUSAND FOUR HUNDRED EIGHTY PESOS (PHP75,480.00) (2%) of ABC), if bid security is in cash, cashier’s/manager’s check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less than ONE HUNDRED EIGHTY EIGHT THOUSAND SEVEN HUNDRED PESOS (PHP188,700.00) (5%) of ABC) if bid security is in Surety Bond.
19.3	Partial bid is not allowed.
20.2	Applicable documents to be presented/submitted during post-qualification: <ul style="list-style-type: none"> 1. Other appropriate licenses and permits required by law and stated in the Bidding documents. <ul style="list-style-type: none"> a. Original Bank Statement year ending prior to bid opening b. Valid PhilGEPS Registration (Platinum Membership) c. Valid Tax Clearance d. Quarterly Income Tax Returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) e. Board of Accountancy (BOA) Certificate 2. Contract and/or Notice of Award as supporting documents for NPC MinGen Form No. NPCSF-GOODS-01 3. Certificate of Site Inspection signed by concerned Plant Manager or his duly authorized representative (<i>must be secured before bid opening</i>).
21.2	N/A

Section IV

General Conditions of Contract

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

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

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than prior to the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC, Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

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

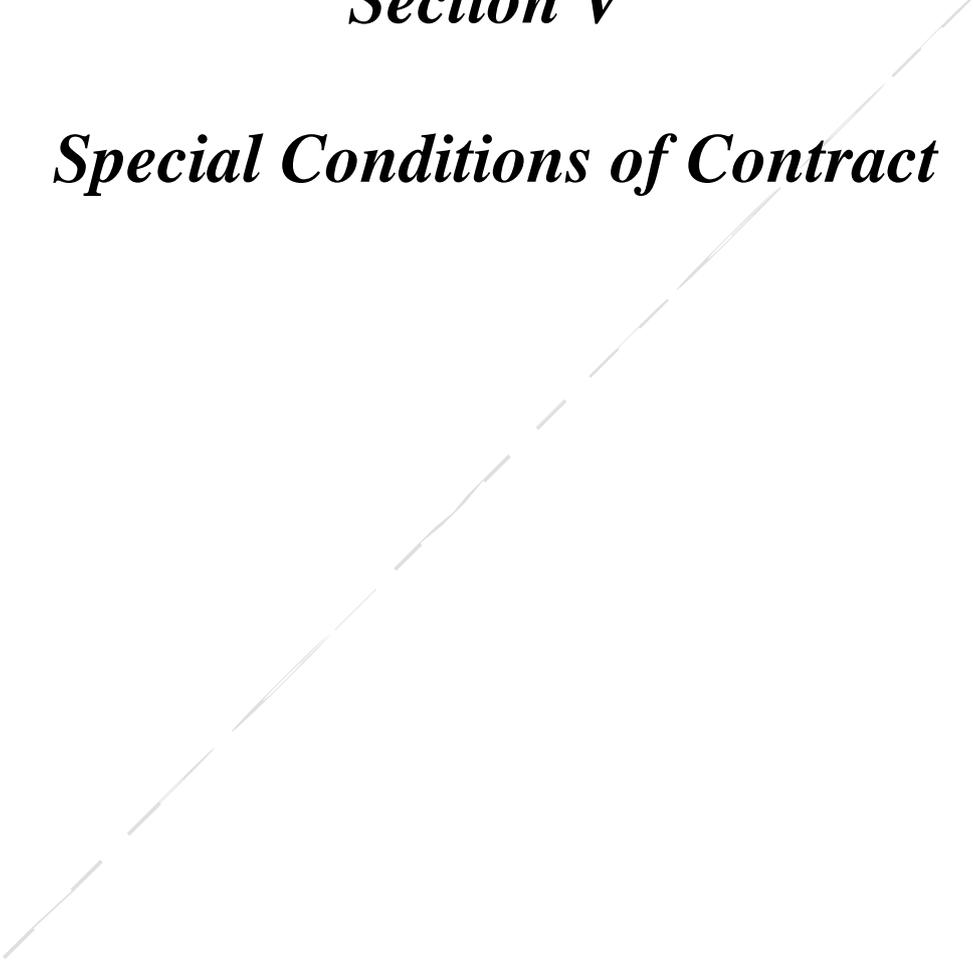
6. Liability of the Supplier

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

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

Section V

Special Conditions of Contract



Special Conditions of Contract

GCC Clause	
1	<p>Delivery and Documents –</p> <p>For purposes of the Contract, “EXW,” “FOB,” “FCA,” “CIF,” “CIP,” “DDP” and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows:</p> <p><i>For Goods supplied from abroad, state:</i> “The delivery terms applicable to the Contract are DDP delivered <i>[indicate place of destination]</i>. In accordance with INCOTERMS.”</p> <p><i>For Goods supplied from within the Philippines, state:</i> “The delivery terms applicable to this Contract are delivered at Agus 5 HPP, Ditucalan, Iligan City. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.”</p> <p>Delivery of the Goods & Services shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements).</p> <p>For purposes of this Clause the Procuring Entity’s Representative at the Project Site is <u>Miriam Danette S. Roque</u>.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <ol style="list-style-type: none"> a. Furnishing of tools/equipment as required. b. Furnishing of supplies/materials as required.

	Transportation –
	Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.
	Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.
	<p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p>
2.2	<i>“The terms of payment shall be as follows:</i> Process and pay Disbursement Vouchers within thirty (30) days upon receipt of monthly billing with complete supporting documents.
4	The inspections and tests that will be conducted are: <i>[Not Applicable]</i>

Section VI

Schedule of Requirements

Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Quantity	Total	Delivered, Weeks/Months
1	SUPPLY OF LABOR, TOOLS/EQUIPMENT, SUPPLIES/MATERIALS AND SUPERVISION FOR THE MANPOWER REQUIREMENT OF NATIONAL POWER CORPORATION OFFICES, PLANTS AND OTHER INSTALLATIONS RELATED TO JANITORIAL/LAWN AND GARDEN, LANDSCAPE/PLANTSCAPE MAINTENANCE AND OTHER ALLIED SERVICES PACKAGE NO. MG-J5 (AGUS 5 HPP, DITUCALAN, ILIGAN CITY) 1- LEADMAN (313 DAYS) 16- JANITORS (313 DAYS)	1 lot	PHP 3,774,000.00	Two (2) years upon receipt of Notice to Proceed
	<u>Scheduling:</u> Refer to Bid Price Schedule			

Section VII
Technical Specifications

A. GENERAL PROVISIONS

1. General Terms and Conditions

- 1.1 The Contractor shall supply the manpower for janitorial, grounds keeping services and necessary equipment, supplies, materials and working paraphernalia specified in this Contract for the maintenance, upkeep and sanitation of **Agus 5 HPP** including auxiliary building, grounds and appurtenant facilities.
- 1.2 Payment for manpower-related expenditures must comply with existing laws and wage orders. All attendant cost elements affected by such new order/ decrees/instruction on minimum wage and statutory deductions shall also be adjusted accordingly.
- 1.3 The Plant Manager of the plant complex, as Contract Administrator, shall exercise over-all management and supervision of this contract, including the processing of payment, contractor's performance audit, review and validation of deployed manpower, materials/equipment and other requirements supplied by the Contractor.
- 1.4 The Contractor and NPC shall abide with R.A. 10911 and its IRR (DOLE's Department Order No. 170 Series of 2017) otherwise known as "Anti-Age Discrimination in Employment Act".
- 1.5 The Contractor must be registered with DOLE.

2. Qualification of Personnel for Deployment

- 2.1. The Contractor shall only provide personnel who are fit to perform the required work in the contract, whose qualifications are as follows:
 - 2.1.1. Must be physically and mentally fit to perform the job as shown in a Medical Certificate duly attested by authorized government or private Physician. When necessary, the janitors may be required to undergo medical examination for the duration of the contract.
 - 2.1.2. Supervisor should have completed secondary/senior high education. The supervisor should never be substituted by any personnel without the approval of the authorized NPC representative.
 - 2.1.3. The Contractor shall recommend qualified candidates of good moral character, competent and who have already passed the preliminary screening and evaluation by the Contractor. Final selection of candidates shall be approved by the Contract Administrator.
- 2.2. For personnel to be deployed, the following documents shall be submitted:
 - 2.2.1. Bio-data, school diploma or transcript of records

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- 2.2.2. Medical certificate
- 2.2.3. Drug test certificate
- 2.2.4. NBI clearances

Any misrepresentation by the Contractor with respect to such clearances, certifications and qualifications shall be sufficient ground for the cancellation/termination of the Contract unless such misrepresentation arises out of the misrepresentation of the Contractor's employee.

- 2.3.** Personnel to be deployed shall be directly hired by the Contractor and shall remain as its employees. No employer-employee relationship shall exist between the Corporation and the Contractor's employees.
- 2.4.** NPC reserves the right to reject Contractor's personnel if such personnel do not meet the qualification required or if the Contractor fails to submit the necessary clearances and documents for such personnel.
- 2.5.** Hiring of Janitors related up to the third (3rd) degree of affinity or consanguinity to NPC Supervisor shall not be allowed. Any violation of this provision shall be a ground for termination of the concerned janitor.

3. Assignment of Contractor's Personnel

- 3.1 The Contractor shall provide the names and the total number of employees that will be assigned to NPC.
- 3.2 The Contractor's personnel assigned to NPC shall:
 - 3.2.1 Have their specific work assignments but may be reassigned where they are needed subject to approval by the Contract Administrator.
 - 3.2.2. Not be allowed to do personal or unofficial errands or undertake activities outside their regular duties and scope of work/assignment.
 - 3.2.3 Utilize its own record system to record employees daily attendance.
 - 3.2.4 Be in proper uniform and wear ID at all times while inside NPC premises.
 - 3.2.5 Be prohibited to bring personal appliances (e.g. cooking appliances, bread toasters, etc.).
 - 3.2.6 Be prohibited from doing personal business within NPC such as buying and selling, networking, trading, re-discounting of cash gifts, cash cards and credit cards and similar transactions.

- 3.2.7 Be prohibited from holding residence in any NPC offices and housing units/barracks, unless authorized by competent corporate authority.

4. Responsibilities of the Contractor

- 4.1 The Contractor shall designate its own personnel to oversee the work assignment and administrative documentation to ensure compliance with the provision of the contract.

4.2 Replacement of Personnel

- 4.2.1 The Contractor shall immediately replace its employee assigned to NPC with **unsatisfactory performance and who has been found to have violated any of the provisions in the NPC Code of Conduct and Discipline**, a copy of which shall be provided the Contractor upon award of the contract. Replacement shall be made immediately upon determination of such violation subject to the rejection provisions of the immediately preceding paragraph.

- 4.2.2 Ensure that in case(s) of resignation of its employee and in order not to disrupt service, the 30-day notice shall be observed. In cases of resignation, approved leave of absence of more than one (1) week, Contractor shall provide relievers acceptable to NPC until the return of employee who is on leave of absence or until such time that a suitable replacement shall have been selected.

4.3 On the Conduct of Employees

- 4.3.1 Contractor to discipline its personnel who commit acts prejudicial to the interest or image of the Corporation, during or after regular working hours.

4.4 On wages

- 4.4.1 To pay its employees the prescribed wages pursuant to the latest Regional Wage Orders and applicable laws.
- 4.4.2 The Supervisor for janitorial services shall be paid at least P 50.00/day higher than the basic wage of the Janitors.
- 4.4.3 Schedule/Manner of payment of wages as follows:
- from 1st to 15th of the month – on or before the 20th day of same month
 - from 16th to end of the month – on or before the 5th day of the succeeding month
 - within NPC's premises where work is conducted, through ATM where there are available facilities

- 4.4.4 Payroll shall be presented/submitted to the Cost Center Head or its designated personnel for reference and verification.
- 4.4.5 **Pay the 13th month pay of the employees (pro-rated basis).**
- 4.4.6 Corporation reserves the right to review the payroll and assign representative/s to observe payment.

4.5 On benefits

The Contractor shall:

- 4.5.1 Provide personnel, including relievers at least two (2) sets of uniform per year at no cost to NPC.
- 4.5.2 Provide Service Incentive Leave (SIL) of five (5) days with pay as mandated by law. The SIL may be used for sick and vacation leave purposes. The unused SIL may be converted to cash at the end of the year. The contractor however may have the option to integrate the SIL in the employees' monthly pay.
- 4.5.3 Pay maternity and paternity benefits in accordance with RA1161 as amended by RA 8282 and RA 8187.
- 4.5.4 Be solely responsible for the payment of all indemnities to its employees arising from work-related accidents or violations.
- 4.5.5 Observe other applicable provisions of the Labor Code not stated herein in relation to employee benefits.

4.6 On documentary requirements

The Contractor shall:

- 4.6.1 Furnish NPC within one (1) month upon commencement of the contract Identification Numbers for SSS, ECC, Pag-ibig, BIR, Philhealth, 8-Hour Occupational Safety and Health and 5-S Seminars of all employees. Attach proof of enrollment and certificate of attendance & completion.
- 4.6.2 Submit to the Cost Center Head or highest official within the facility the Daily Time Cards or Biometric Time and Attendance after the 15th and the end of each month for approval.
 - Daily Time Records (DTRs) of Janitors shall pass through the Head of Office where the janitor is/are assigned for validation purposes.

4.7 On materials and supplies

The Contractor shall:

- 4.7.1 Provide the equipment, tools, materials and supplies for the exclusive use of NPC as stated in Section VI- **Schedule of Requirements**; delivery of these items not in compliance with these provisions and specifications for three (3) occasions shall be sufficient ground for termination of this Contract.

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- 4.7.2 Replace rejected goods or equipment that do not meet specifications as a result of test or inspection conducted by NPC. For this purpose, NPC shall notify Contractor of the non-conformance. Cost of replacement shall be solely to the account of the Contractor.
- 4.7.3 After two (2) written notices from NPC and without action on the part of the Contractor, NPC shall impose a surcharge equivalent to 25% of the Contractor's cost of undelivered materials (supplies, tool, paraphernalia, safety gears, etc).
- 4.7.4 Replace materials, supplies and equipment upon request of NPC;

4.8 On safety and other regulations

The Contractor shall:

- 4.8.1 Observe and comply with NPC's safety, security, health and wellness, energy conservation (ENERCON) practices.
- 4.8.2 Provide Janitors with the necessary safety gears and protective/sanitation gadgets (i.e. gloves, face mask, face shield, hair nets, harness, etc.)
- 4.8.3 Repair/Replace and/or pay within two (2) weeks damages suffered by NPC caused by neglect on the part of the Contractor. If the Contractor fails to replace the damaged property or pay within the prescribed period, NPC shall deduct the equivalent value or cost from the Contractor's monetary claims.
- 4.8.4 Submit monthly accident and incident reports to NPC.
- 4.8.5 Indemnify Janitors for injuries or accidents that occurred during contract implementation. It is understood that the Contractor shall fully assume the cost incurred from these injuries or accidents by its personnel.

5. NPC Responsibilities**5.1 On wages**

NPC shall:

- a. Pay the Contractor based on the computation as stated in this contract including wage adjustment.
- b. Process and pay Disbursement Vouchers within thirty (30) days upon receipt of monthly billing with complete supporting documents;
- c. Promptly notify the Contractor to effect/implement mandated wage adjustment(s); and
- d. Monitor Contractor's compliance with provisions of this contract including implementation of wage adjustment(s).

6. Varying Services Requirement

6.1 On Manpower Requirements

- 6.1.1 NPC may increase or decrease the number of janitorial personnel, either on short-term project basis or on long-term duration subject to the provisions of [Section 5.2.3, Annex A of Resolution No. 24–2007 of the Government Procurement Policy Board \(GPPB\) dated September 28, 2007](#). Further, any upward adjustment shall be supported by Certification of Funds Availability. Hiring shall commence after the approval of the Contract Administrator.
- 6.1.2 Relievers shall only be sourced from the approved pool/roster who have likewise met the minimum hiring requirements.

6.2 On Materials, Supplies and Equipment

- 6.2.1 NPC may adjust the quantity, type and classification of materials and supplies provided the new items shall be used for the activities within the scope of the contract. Changes shall be upon approval by the Contract Administrator.
- 6.2.2 When adjustment(s) result to price changes, the total amount of the items being changed shall be followed.
- 6.2.3 Offsetting through cash is not allowed.

7. Contractor's Performance

- 7.1 End-user shall rate the Contractor's performance every quarter using the **Form – NPC-007.F01, Monitoring Sheet for Externally Provided Processes. A percentage lower than 85%** for three (3) consecutive quarters shall be a ground for contract termination.

8. Prices and Rates

- 8.1 Given scope of work in this Contract, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the [GPPB in accordance with Section 61 of R.A. 9184 and its IRR-A](#). Likewise allowed is the contract cost adjustment due to regional wage increases approved and issued by the Regional Tripartite Wage Productivity Board.
- 8.2 Contract price adjustment as a result of new laws, ordinances, regulations shall be made on a no loss – no gain basis.
- 8.3 The Contractor shall refer to the computation hereunder specified for the basis of standardization of all labor cost composition including other obligations such as SSS, Philhealth, ECC and Pag-ibig.
- 8.4 For purposes of bidding, 13th month pay shall be computed on a monthly salary rate. Actual payment shall be subject to provisions of item 4.4.5.

- 8.5 Regular working days for Janitors shall be **6 days per week, 8 hours per day basis.**
- 8.6 Regular (Legal) Holiday shall be paid whether they fall on Sundays or rest days. Every employee covered by the Holiday Pay is entitled to the minimum wage rate (daily wage + COLA). This means that the employee is entitled to at least 100% of his/her minimum wage rate even if he/she did not report for work, provided he/she is present or is on leave of absence with pay on the work day immediately preceding the holiday as specified in [Chapter 2 of DOLE Handbook on Workers' Statutory Monetary Benefits 2019 edition.](#)
- 8.7 The no work, no pay principle applies during special days and on such other special days as may be proclaimed by the President of the Philippines or by the Philippine House of Representatives as specified in [Chapter 3 of DOLE Handbook on Workers' Statutory Monetary Benefits 2019 edition.](#)
- 8.8 Absences, tardiness and undertime shall be deducted from the labor cost of the Contractor's claim. Daily record of attendance (either bundy clock or biometric system) shall be approved by the Contractor's Supervisor. However, in the event there are changes or adjustments in working time that deviates from the normal schedule of the janitor, approval/signature of the NPC Supervisor shall be secured.

a) **Labor Cost Computation :**

The contractor shall refer to the attached computation for the basis of standardization of all labor cost composition including other obligations such as SSS, Medicare, ECC and Pag-ibig, for the supply of manpower service requirements of NPC Offices, Plants and/or Installations:

For Muslim Areas (City of Iligan and Province of Lanao del Norte):

Labor Cost Computation

$$\text{Equivalent Monthly Rate (EMR)} = \frac{\text{ADR} \times 313 \text{ Days}}{12 \text{ months}}$$

Total Equivalent Number of Days per Year, for Janitors/ Gardeners (Those not paid during Sundays and Rest Days):

Wherein 313 Days:

- 295.00 days = ordinary working days / year
- 12.00 days = regular Holidays
- 3.00 days = special days (if worked x 130%)
- 3.00 days = Muslim Holidays

313.00 days = Total equivalent number of days Per year (Multiplier)

Total Equivalent Number of Days per Year, for Technical, Skilled, Semi-skilled (Those not paid during Saturdays, Sundays and Rest Days):

$$\text{Equivalent Monthly Rate (EMR)} = \frac{\text{ADR} \times 261 \text{ Days}}{12 \text{ months}}$$

Wherein 261 Days:

- 243.00 days = ordinary working days / year
- 12.00 days = regular Holidays
- 3.00 days = special days (if worked x 130%)
- 3.00 days = Muslim Holidays

$$\mathbf{261.00 \text{ days} = \text{Total equivalent number of days per year}}$$

Monthly Breakdown of Labor (in Peso Value)

- a. Basic Salary (RA 6727) = $\frac{\text{Daily Rate} \times \text{total equiv. No. of days}}{12}$
- b. 13th Month pay = Basic Salary / 12
- c. Employer’s Contribution = SSS, Philhealth, Pag-ibig, ECC Table of Contribution payment schedules based on Basic Salary Bracket with COLA if applicable
- d. Legal Premium Holiday = (Rate / day x 12) / 12
- e. Incentive Leave (5 days) = (Rate / day x 5) / 12

For Non-Muslim Areas:

Labor Cost Computation

$$\text{Equivalent Monthly Rate (EMR)} = \frac{\text{ADR} \times 313 \text{ Days}}{12 \text{ months}}$$

Total Equivalent Number of Days per Year, for Janitors/ Gardeners (Those not paid during Sundays and Rest Days):

Wherein 313 Days:

- 298.00 days = ordinary working days / year
- 12.00 days = regular Holidays
- 3.00 days = special days (if worked x 130%)

$$\mathbf{313.00 \text{ days} = \text{Total equivalent number of days Per year (Multiplier)}}$$

Total Equivalent Number of Days per Year, for Technical, Skilled, Semi-skilled (Those not paid during Saturdays, Sundays and Rest Days):

$$\text{Equivalent Monthly Rate (EMR)} = \frac{\text{ADR} \times 261 \text{ Days}}{12 \text{ months}}$$

Wherein 261 Days:

- 246.00 days = ordinary working days / year
- 12.00 days = regular Holidays
- 3.00 days = special days (if worked x 130%)

261.00 days = Total equivalent number of days per year

Monthly Breakdown of Labor (in Peso Value)

- a. Basic Salary (RA 6727) = $\frac{\text{Daily Rate} \times \text{total equiv. No. of days}}{12}$
- b. 13th Month pay = Basic Salary / 12
- c. Employer’s Contribution = SSS, Philhealth, Pag-ibig, ECC Table of Contribution payment schedules based on Basic Salary Bracket with COLA if applicable
- d. Legal Premium Holiday = (Rate / day x 12) /12
- e. Incentive Leave (5 days) = (Rate / day x 5)/12

Non-Working Regular Holidays and Special Days:

The following are considered non-working Regular holidays and Special Days:

National Regular Days:

- 1. New Year’s Day - January 1 (Saturday)
- 2. Maundy Thursday - April 14
- 3. Good Friday - April 15
- 4. Araw ng Kagitingan - April 9 (Saturday)
- 5. Labor Day - May 1 (Sunday)
- 6. Independence Day - June 12 (Sunday)
- 7. National Heroes Day - August 29 (Last Monday of August)
- 8. Bonifacio Day - November 30 (Wednesday)
- 9. Christmas Day - December 25 (Sunday)
- 10. Rizal Day - December 30 (Friday)
- 11. Eidul Fit’r - Movable date
- 12. Eidul Adha - Movable Date

National Special Days:

1. All Saint's Day - November 1 (Tuesday)
2. Last Day of the Year - December 31 (Saturday)
3. Chinese New Year - February 01 (Tuesday)

b) Extra Services/ Overtime/ Extra Work Hours

- a. Excess work hours may be allowed for unprogrammed, intervening, intermittent, critical, urgent/emergency activities which are part of regular, scheduled scope of work as specified in this Contract. There must be a letter from NPC to authorize such excess services.
- b. Excess Work Hours (EWH) may be compensated thru Compensating Time-Off (CTO) or Compensating Day-Off (CDO) subject to approval by the Contractor's Supervisor and **Manager, Administration and Finance-Agus 4 & 5 HP Plant Complex**. The CTO/CDO shall be used within the year these are earned until the immediately succeeding year. Thereafter, any unutilized CTO/CDO is deemed forfeited.
- c. Monetary payment of EWH rendered during emergency, critical and urgent activities shall be subject to approval of VP-Mindanao Generation but not to exceed 10% of the employee's annual basic salary.

9. Billings and Payments

- 9.1 Payment of wages by the Contractor shall be on a semi-monthly basis.
- 9.2 Cost of undelivered labor, equipment, tools, materials, supplies, etc. shall be deducted on Contractors claim.
- 9.3 NPC shall impose a surcharge equivalent to 25% of the Contractor's cost of undelivered materials and equipment.
- 9.4 Billings/Claims shall be in accordance with the provisions of the Contract. Documents to be attached by the Contractor to the billing statement are as follows:
 - i. Cost Center Computation Sheet
 - ii. Service Invoice and Statement of Account
 - iii. Affidavit of Payment of Salaries/Wages and/or other benefits
 - iv. Bank Deposit Certificate (updated as of month of claim; one (1) month total salary retention)
 - v. Certificate of Receipt of Performance Bond by Trade Services and Insurance Division/Finance Division, Mindanao Generation (attached on initial billing/start of or extension of Contract, if any)
 - vi. SSS/Philhealth/HDMF Remittance (current month) (attached every 2nd quincena)
 - vii. Proof of Payment of Special Incentive Leave and Thirteenth (13th) month pay

- viii. Stock Issue Slip or Certificate of Material/ Equipment Inspection & Acceptance(duly noted by NPC Manager)
 - ix. Signed Payroll (duly noted by NPC Manager)
 - x. Daily Time Record (duly noted by NPC Manager or representative)
 - xi. Roster of Officially Hired Manpower (initial billing)
 - xii. Certificate of Issuance of I.D and Complete Uniform – (signed and received by Contractor personnel)
 - xiii. Copy of Contract and Bid Documents (attached on initial billing/start of Contract)
 - xiv. Contract Cost Adjustment (if any)
 - xv. Contract Amendments - if any (i.e. Conforme Letter/s)
 - xvi. Contractors Assessment Rating {attached every last month of the quarter}
- 9.5 Statutory obligations (i.e., SSS, HDMF, Philhealth and ECC remittances) shall be referenced from the updated/latest issuances from the government agencies and shall be paid directly to the regional government offices before any prescribed payment dues/obligations.
- 9.6 NPC shall have the right to:
- 1. Withhold payment of billings for Contractor’s failure to submit required supporting documents;
 - 2. Deduct the amount of unpaid wages and directly pay Contractor’s employees in case of default on the payment of wages by the Contractor and charge the Contractor the corresponding Administration Fee of minimum of P1,000 per payment transaction; and
 - 3. Deduct unpaid statutory obligations including penalties from the Contractor and remit the same to concerned government agency.
- 9.7 Schedule of submission of billings of Contractor:
- 1 to 15th of the month - last day of the same month
 - 16th to 30th of the month - 15th of the succeeding month
- 9.8 NPC shall not be liable for any delay in its obligation to pay Contractor when the reason is due to the latter’s failure to comply with the billing schedule or when this is due to Contractor’s incomplete submission of documents.
- 9.9 Contractor shall maintain a bank balance deposit equivalent to one (1) month basic salary of all its personnel assigned in NPC. Such deposit could only be withdrawn to pay salaries of its personnel upon written consent/clearance from NPC. Such withdrawal should be replenished immediately upon collection of money from NPC.

10. Criteria for Award of Contract

- a) NPC shall award the contract to the Bidder whose Bid has been determined to be the Lowest Calculated and Responsive Bid, at its submitted bid price or calculated

bid, whichever is lower. The Bidder's offer must be within the ABC. Bid offers that exceed the ABC, or with incomplete price schedule, shall be rejected.

- b) The Contractor shall not assign the proceeds thereof to any other party or parties. In case of such transfer, the Corporation may refuse to carry out the Contract either with the transfer or transferee and all rights of action for any breach of this Contract by the Contractor shall be reserved to and remain with the Corporation.
- c) There shall be no limit in the number of contracts to be awarded, provided all the contracts for award, including the remaining duration of existing contracts must be at least equal to the Contractor's NFCC covering the entire amount of the contracts put together. Credit line certificate must be separate per schedule.

11. Contract Duration

- a.) This Contract shall be valid for **two (2) years**, reckoned from the effectivity of the Contract specified in the Notice to Proceed.
- b.) If the Contract is pre-terminated due to circumstances specified in **Section A.12.1**, NPC may request a new contractor to take-over the Contract, which has been rescinded or terminated, provided that the new contractor must have an existing contract with NPC for similar or related service, has the capacity to take-over the Contract and render the service, and have the same price or lower unit prices as in the original contract less mobilization costs. The total cost of the contract to be taken-over, including the fees for the Contractor, shall not exceed the remaining amount of the contract to be taken-over.
- c.) Before expiration, NPC may extend the Contract if required by the exigencies of the service. Extensions shall not exceed six (6) months, thru a Conforme Letter to be issued by the Vice President, Mindanao Generation, or his/ her duly authorized representative upon recommendation of the Bids and Awards Committee which must be signed by the contractor. Relevant Laws and GPPB guidelines shall apply to the extension of the Contract.
- d.) Contract effectivity shall be upon receipt of Notice to Proceed (NTP).

12. Grounds for Contract Termination

- 12.1 Any misinterpretation by the Contractor with respect to the foregoing requirements or failure to comply with the above requirements shall be sufficient ground for the termination/cancellation of the contract.
- 12.2 When Contractor's personnel/workers have caused irreparable damage to NPC properties or injury to life and limb due to negligence in the performance or willful non-performance of one's duties and responsibilities.

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- 12.3 When the Contractor violates hiring requirements with respect to nepotism, submission of clearances, certifications and qualifications, including refusal to make immediate replacement of personnel despite written request from NPC.
- 12.4 When the Contractor fails to pay the correct salaries of its personnel on time for two (2) consecutive pay periods, or a cumulative three (3) occasions of delayed payment of salaries in a contract year.
- 12.5 When the Contractor fails to submit proof of payment/remittances covering statutory deductions such as SSS, Pag-ibig, Philhealth, BIR, Thirteenth (13th) Month Pay, Special Incentive Leave, Tax Refund of its employees.
- 12.6 When the Contractor fails to open and maintain a bank account with a balance equivalent to one (1) month salary of all personnel deployed with the Corporation.
- 12.7 When the Contractor has violated any statute, NPC rules and regulations, mandatory requirements and proviso fails to meet its obligations(s) under this Contract and has refused to comply with and/or remedy/ cure the violation within reasonable period and conditions given by NPC.
- 12.8 When the Contractor's performance is UNSATISFACTORY for three (3) consecutive quarterly rating periods.
- 12.9 NPC may immediately terminate this Contract without the need of notice under the following circumstances:
- a. If the Contractor assigns this entire Contract or portion thereof to other entity/entities (i.e., subcontracting).
 - b. If Contractor's employees use or disclose to any unauthorized person, firm or entity any confidential information concerning the business of NPC which may have been acquired/known by/to them, as provided for in Contract's "Warranty Clause".

B. CONTRACTOR'S RESPONSIBILITIES AND SCOPE OF WORKS:**1. For building maintenance, the scope of work shall be as follows:****Daily Routine Activities**

- a. Sweep, mop, wax, polish and dust floors including basements, stairways, corridors, lobbies, entrance driveways, and walkways continuously during hours of public use to guarantee cleanliness throughout the day.
- b. Clean, dust and sanitize tables, chairs cabinet tops, and other office furniture and equipment;
- c. Clean, deodorize and disinfect comfort rooms, pantries and washrooms;

- d. Thoroughly clean and sanitize all glass panels, glass doors, glass windows and glass walls by means of the prescribed glass cleaner;
- e. Clean and remove all dirt on vertical and overhead/baseline surfaces, alcoves both underneath and behind;
- f. Clean, dust and sanitize all railings counters and doorknobs;
- g. Emptying and cleaning of ashtrays, sand urns, waste cans/baskets and proper disposal of garbage;
- h. Clean and disinfect waste cans and baskets including the proper disposal of waste, and plastic lining container;
- i. Keep all corridors/hallways, lobbies, entrances and stairways free from obstructions;
- j. Turn-off lights when not in use; report unlighted areas where illumination is necessary;
- k. Report unsafe electrical wiring connections/appliances and defective electrical/plumbing fixtures and wastage;
- l. Check and close all windows and doors before leaving the office/building at 5:00 P.M.
- m. Report necessary repair works in their work areas to NPC authorized representative/s immediately;
- n. Water, trim and cultivate all ornamental plants, both inside and outside the building; and
- o. Perform other duties as may be required/assigned from time to time with respect to janitorial, sanitation and utility works.

Weekly Activities

- a. Clean, sweep, wash with soap and water and apply the approved wax on all floors; strip old wax on floors, if necessary;
- b. Refinishing, waxing, polishing of all floors;
- c. Wash and scrub walkways, stairways, podia and pavements;
- d. Clean, wash both surfaces/sides of the exterior and interior glass walls, lighting diffusers (by schedule), vertical walls, ceilings and doors, furniture and fixtures in all function rooms;
- e. Clean and disinfect comfort rooms;
- f. Polish all railings, counters and door knobs, metal signs, reception table and stair nosing;
- g. Dust all bulletin boards, wall hangings, fire extinguisher, blinds and vertical draperies;
- h. Clean and remove cobwebs, dirt and debris from roof decks, canopies, roof tops, floors and rooms;

- i. Vacuum all chairs at the function rooms, wash/clean stains/dirts; and
- j. Polish shine all metal surfaces (railings, nosing, handles, logo, markers, etc.).

Monthly Activities

- a. Washing with soap and water all leatherette upholstered and plastic furniture (by schedule), spray/wipe with fabric/surface protector;
- b. Strip old wax on floors, wash, scrub and re-polish; and
- c. Thoroughly wash and scrub floors by means of approved cleaner;
- d. Washing and cleaning of lighting diffusers (by schedule)

Quarterly Activities

- a. Shampoo using the approved brand all carpet and fabric upholstered furniture (by schedule).
- b. Clean roof surfaces, wash with soap/non-toxic cleaners acrylic/polycarbonate roof.

2. For Grounds and Landscaping Maintenance

- a. Maintenance service shall be done on a daily basis from Monday to Saturday and upon discretion of NPC authorized representative during Sundays and holidays.
- b. All bush cutters and lawn mowers are required to be utilized in the grass cutting especially during rainy season. Supply of gasoline and lubricants by the Corporation shall be dependent on the operation of the cutters and lawn mowers.
- c. Mowing and trimming of the grass shall be done at a minimum of once a month during dry season and twice a month during rainy season, or as the need arises upon discretion of NPC authorized representative
- d. Grass cutting shall be carried out to the desired grass height of one(1) inch maximum and maintained to the desired grass height of three(3) inches maximum at all times.
- e. Weeding/uprooting of wild grass
- f. Flattening of the grass by the use of a roller to prevent erosion of the soil during rainy season.
- g. Leveling of the natural ground by cut and fill method.
- h. Application of additional top soil to low level areas.

- i. Spraying of any weed killing chemicals substances subject to the approval of NPC.
- j. Application of appropriate and non-toxic liquid fertilizer in all applicable areas in order to ensure that the Bermuda Grass maintains its physical condition throughout the effectivity of the Contract.
- k. Clearing/sweeping the working areas of cut grasses and other debris and dumping at the designated dumping areas.
- l. Clearing of wild grasses and dumping of waste at proper disposal areas.
- m. Clearing the areas of rocks, woods, papers, stones, gravel and other debris/litters.
- n. Watering, trimming and cultivating of all ornamental plants, grass and trees.
- o. Pruning of shrubs and trees to the desired shape and height
- p. Upkeep of all inside perimeter walls around the compound to include clearing of growing vines, shrubs and other vegetation and debris.
- q. Providing stakes to trees and plants in case of typhoons/storms for protection and stability.
- r. Cutting, trimming and clearing of bushes, shrubs, vines and other vegetation debris within four (4) meters outside of the concrete perimeter fence of the NPC Compounds.

Note: Under no circumstances shall burning of dried leaves, grasses, branches and trash be allowed inside NPC compound.
- s. De-clogging of canals and road drain inlets and outlets

3. Garbage/Trash Collection and Disposal

- a. Trash collection which done at least twice a day from Monday thru Saturday and/ or upon discretion of NPC authorized representative during Sundays and Holidays. Trash vehicle shall be made available at all times from 8:00 AM to 5:00PM.

Note:

- 1. Trash collection from lawn & garden maintenance shall be included in the trash collection and disposal.

2. Trash shall be collected from all pick-up points and specified temporary trash collection areas.
 3. Trash vehicle back load shall be covered with suitable net to prevent collected trash to litter in the streets.
 4. All designated temporary-dumping areas must be cleared of cut grass, bushes, weeds and other debris at the end of day's work.
 5. Garbage/trash collection and disposal activities from all pick-up points must have completed on the first cycle by 11:00 AM of every working day. The second cycle must commence not earlier than 1:30 PM of every working day. Trash vehicle shall not be used for other purposes.
 6. Load/dispose debris/earth materials from canals and road drain to the trash vehicle.
- b. Cleaning/sweeping of approximately two (2) meter radius of each pick-up point surrounding the specified temporary dumping areas.
 - c. Cleaning of all trashcans (inside and outside) after trash collection by water washing.
 - d. Collection litters in the street and walkways shall be collected.
 - e. Disposal/dumping area for garbage/trash collected shall be designated by SSED.

Section VIII. Checklist of Technical and Financial Documents

Checklist of Technical and Financial Documents

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

Class “A” Documents

Legal Documents

- (a) Valid and Updated PhilGEPS Registration Certificate (Platinum Membership) (all pages);
- (b).i **or** 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,
- (b).ii **and** Mayor’s or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas
- (b).iii **and** Tax Clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

- (c) 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 form NPCSF-GOODS-001*; **and**
- (d) Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents using *NPC form NPCSF-GOODS-002* supported by the following documents:
 - i. Contract & **NTP**
 - ii. **Certificate of Completion/Certificate of Acceptance; and/or Proof of Payment**

SECTION VIII- CHECKLIST OF TECHNICAL
AND FINANCIAL DOCUMENTS

PR NO. MG-A5022-001/REF. NO. PACKAGE NO. MG-J5 (AGUS 5 HPP)

- (e) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
- or**
- (f) Original copy of Notarized Bid Securing Declaration; **and**
Original duly signed Omnibus Sworn Statement (OSS);
and 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 **and**
- (g) Organizational Chart for the procurement project ; **and**

Financial Documents

- (h) The Supplier's audited Financial Statements, showing, among others, the Supplier'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; **and**
- (i) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);
- or**
A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

- (j) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;
- 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.

Other documentary requirements under RA No. 9184 (as applicable)

- (k) [For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos] Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.
- (l) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.

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"*]

- (a) Original of accomplished and duly signed (each and every page) Financial Bid Form; **and**
- (b) Original of accomplished and duly signed (each and every page) Price Schedule(s) **Form A & Form B.**

NPCSF-GOODS -02

Statement of all Government & Private Contracts completed which are similar in nature

Business Name : _____

Business Address : _____

Name of Contract	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Amount of Award b. Amount of Completion c. Duration	a. Date Awarded b. Contract Effectivity c. Date Completed
			Description	%		
<u>Government</u>						
<u>Private</u>						

Note: This statement shall be supported with:

1. Contract & NTP
2. Certificate of Completion/Certificate of Acceptance/Proof of Payment

Submitted by : _____
(Printed Name & Signature)

Designation : _____
Date : _____

This statement will show that the value of the prospective bidder's largest single completed contract, adjusted to current prices using the National Statistic Office (NSO) consumer price indices available at the G-EPS website, and similar to the contract to be bid, must be at least fifty percent (50%) of the approved budget for the contract to be bid

FORM OF BID SECURITY (BANK GUARANTEE)

WHEREAS, (*Name of Bidder*) _____ (hereinafter called “the Bidder” has submitted his bid dated (*Date*) _____ for the (*Name of Project*)(hereinafter called “the Bid”).

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

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

THE CONDITIONS of this obligation are that:

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

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

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

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

(Signature , Name and Address)

FORM OF BID SECURITY (SURETY BOND)

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

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

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

NOW, THEREFORE, the conditions of this obligation are:

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

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

PROVIDED HOWEVER, that the Surety shall not be:

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

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RELATED TO JANITORIAL/LAWN AND GARDEN, LANDSCAPE/
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This Surety executing this instrument hereby agrees that its obligation shall be valid for 120 Calendar days after the deadline for submission of Bids as such deadline is stated in the instructions to Bidders or as it may be extended by the Employer, notice of which extension (s) to the Surety is hereby waived.

PRINCIPAL _____

SURETY _____

SIGNATURE (S) _____

SIGNATURE (S) _____

NAME (S) AND TITLE (S) _____

NAME (S) _____

SEAL _____

SEAL _____

Bid Securing Declaration Form

[shall be submitted with the Bid if bidder opts to provide this form of bid security]

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

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:
 - a. Upon expiration of the bid validity period, or any extension thereof pursuant to your request;
 - b. I am/we are declared ineligible or post-disqualified upon receipt of your notice to such effect, and (i) I/we failed to timely file a request for reconsideration or (ii) I/we filed a waiver to avail of said right; 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].

Omnibus Sworn Statement (Revised)*[shall be submitted with the Bid]*

REPUBLIC OF THE PHILIPPINES)
CITY/MUNICIPALITY OF _____) S.S.

AFFIDAVIT

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

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

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

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

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

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

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

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

4. Each of the documents submitted in satisfaction of the bidding requirements is an

authentic copy of the original, complete, and all statements and information provided therein are true and correct;

5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. *[Select one, delete the rest:]*

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

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

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

7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

10. **In case advance payment was made or given, failure to perform or deliver any of the Obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with**

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unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]

Affiant

[Jurat]

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

STATEMENT OF NFCC COMPUTATION

Date: _____

THE BAC CHAIRMAN
National Power Corporation
Mindanao Generation, HQ
Maria Cristina, Iligan City

CONTACT/PROJECT : _____

COMPANY/FIRM : _____

ADDRESS : _____

The undersigned, duly authorized representative of the Applicant, for and in behalf of the Bidder hereby submits this statement of Net Financial Contracting Capacity (NFCC) in relation with the Application for Eligibility to bid for the (Name of the Contract/Project):

CURRENT ASSETS P _____
LESS: CURRENT LIABILITIES _____

NET CURRENT ASSETS P _____
Multiply by” _____ 15

P _____
Less: Value of On-going Contracts &
Awarded contracts yet to be started _____

NFCC P _____
=====

Name of Authorized Signatory: _____

Signature : _____

(S A M P L E)
JOINT VENTURE AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS:

That this JOINT VENTURE AGREEMENT is entered into by and between

(NAME OF LEAD COMPANY), represented by *(NAME OF REPRESENTATIVE)*, of legal age, married, owner and a resident of *(COMPLETE ADDRESS)*, appointed as the lawful attorney-in-fact and lead company to sign the contract if awarded the project.

- and -

(NAME OF THE OTHER COMPANY), represented by *(NAME OF REPRESENTATIVE)*, of legal age, married, owner and a resident of *(COMPLETE ADDRESS)* represents as member/principal of the Joint Venture.

That both parties agreed to join together their manpower, equipment and resources needed to facilitate the Joint Venture to participate in the bidding and undertaking of the here-under stated project to be conducted by the **NATIONAL POWER CORPORATION, (Plant/location of the project)**

NAME OF PROJECT

APPROVED BUDGET FOR THE CONTRACT

P _____

That both parties agreed that, *(NAME OF LEAD COMPANY)*, shall be the official representative and/or lead of the Joint Venture; and is granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Joint Venture in the bidding as fully and effectively and the Joint Venture may do and if personally present with full power of substitution and revocation.

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

That both parties hereby bind themselves jointly and severally liable to the National Power Corporation in the prosecution of the above-named undertaking.

(Signature over printed name of representative)
(Designation)
(Name of lead company)

(Signature over printed name of representative)
(Designation)
(Name of the other company)

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SIGNED IN THE PRESENCE OF

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

_____ City)

Before me,

All known to me and known to be the same person
.....

WITNESS MY HAND SEAL on the date and place stated above.

(NOTARY PUBLIC)

Doc No. _____
Page no. _____
Book No. _____
Series of (Year) _____

APPENDIX "1"

Bid Form for the Procurement of Goods & Services
[shall be submitted with the Bid]

BID FORM

Date : _____

Project Identification No. : _____

To: *[name and address of Procuring Entity]*

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, offer to *[supply/deliver/perform]* *[description of the Goods]* in conformity with the said PBDs for the sum of *[total Bid amount in words and figures]* or the total calculated bid price, as evaluated and corrected for computational errors, and other bid modifications in accordance with the Price Schedules attached herewith and made part of this Bid. 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 or in the Price Schedules,

If our Bid is accepted, we undertake:

- a. to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements of the Philippine Bidding Documents (PBDs);
- b. to provide a performance security in the form, amounts, and within the times prescribed in the PBDs;
- c. to abide by the Bid Validity Period specified in the PBDs and it shall remain binding upon us at any time before the expiration of that period.

[Insert this paragraph if Foreign-Assisted Project with the Development Partner: Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Purpose of Commission or gratuity
---------------------------	--

(if none, state "None")]

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

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

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

The undersigned is authorized to submit the bid on behalf of *[name of the bidder]* as evidenced by the attached *[state the written authority]*.

We acknowledge that failure to sign each and every page of this Bid Form, including the attached Schedule of Prices, shall be a ground for the rejection of our bid.

Name: _____

Legal capacity: _____

Signature: _____

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

Date: _____

FORM A

(BID PRICE SCHEDULE)

COST ESTIMATE FOR THE SUPPLY OF LABOR, TOOLS & SUPPLIES/MATERIALS RELATED TO:

Supply of Labor, Tools/Equipment, Supplies/Materials and Supervision for Manpower Requirement Related to Janitorial/Lawn & Garden, Landscape/Plantscape Maintenance & other Allied Services

Package No. _____

Office/Plant/Installation: _____

Location/Area: _____

I. LABOR COST Leadman Janitors

<i>Rate Per Day</i>	Per W.O. No. _____	P		
1. Basic Salary				
2. COLA, if applicable		P		
3. * 13th Month Pay				
4. Legal Premium Holiday				
5. Incentive Leave				
	TOTAL			

6. Employer's Contribution				
	<u>Leadman</u> <u>Janitors</u>			
SSS	_____			
Phil.Health	_____			
Pag-ibig	_____			
ECC	_____			

** Not to be included in the computation of SSS & PhilHealth premiums*

RATE PER LEADMAN PER MONTH P _____

RATE PER JANITOR PER MONTH P _____

II. MANPOWER RECAPITULATION *[Rate/Janitor x No. of Janitors]* P _____

- a) _____ Leadman x _____ P _____
- b) _____ Janitors x _____ P _____

III. MONTHLY ADMINISTRATIVE EXPENSES P _____

MATERIALS/SUPPLIES		P		
TOOLS/EQUIPMENT DEPRECIATION COST				

IV. PROFIT MARGIN & CONTINGENCIES *[not less than 10% of II + III]* _____

V. VALUED ADDED TAX *[12% of II + III + IV]* _____

VI. GRAND TOTAL FOR ONE YEAR *[II + III + IV + V] x 12 months* P _____

In Words:

BY:

_____ Signature

_____ Printed Name

_____ Designation

_____ Name of Company

(BID PRIDE SCHEDULE)

DETAILED COST ESTIMATES OF MATERIALS AND SUPPLIES TO BE SUPPLIED

A. To be supplied/replaced annually					
	PARTICULAR	QTY	UNIT	UNIT COST	TOTAL COST
1	Shears, Pruning, Hedge/Grass 20" long	3	piece		
2	Hose, Garden, 90 Meters length, 3/4" dia. w/ sprinkler	2	roll		
3	Helmet, Safety, Good Quality	6	piece		
4	Harness/Belt, Safety, complete w/ accessories	5	set		
5	Bolo, Jungle, 18" long blade	8	piece		
6	Shovel, Round, Point D handle	6	piece		
7	Crow Bar (bara), Heavy Duty	2	piece		
8	Axe, Chopping, Heavy Duty	4	piece		
9	Pots. Flower, Big	10	piece		
10	Plants, Flower/Ornamental	10	pot		
11	Mop, Tornado, Flat w/ squeezer and container	2	piece		
12	Trash Bin, Super Big (Biodegradable/Non-Biodegradable/Hazardous/Recyclable), 68L	4	piece		
13	Pump, Toilet bowl	4	piece		
Sub-Total					
Total of Monthly					
B. To be supplied/replaced every six (6) months					
	PARTICULAR	QTY	UNIT	UNIT COST	TOTAL COST
1	Dust Pan, Plastic, 1 ft. wide head w/ 2 ft. plastic handle	6	piece		
2	Dust Pan, G.I. sheet, 1 ft. wide head w/ 2 ft. wooden handle	12	piece		
3	Trash Can, Garbage, w/ swing top lid, 3 gals. Capacity	6	piece		
4	Brush, Scrub, Plastic stiff bristle, big, 2" x 1" w/ handle	5	piece		
5	Pail, Plastic, Heavy Duty, 10 liters capacity	8	piece		
6	Rope, Nylon, 3/4" diameter	38	meter		
7	Door Mat, 13-1/2" x 22-1/2", rubberized	6	piece		
8	Boots, rubber, knee length, large	10	pair		
Sub-Total					
Total of Monthly					
C. To be replaced/supplied quarterly					
	PARTICULAR	QTY	UNIT	UNIT COST	TOTAL COST
1	Mop Head, Cotton, No. 30 (500 grams)	8	piece		
2	Mop Handle, Heavy Duty, 5 ft. long, Wooden Handle	6	piece		
3	Mop Head, Tornado, Round w/ Squeezer & Container	3	piece		
4	Sponge, rectangle, dishwashing, large (scotchbrite)	10	piece		
5	Broomstick, Pole (walis tingting-ceiling), 8 ft. long handle, 5" dia.	12	bundle		
6	Broom, Soft (tambo), standard size	20	piece		
7	Gloves, Rubberized, large, Ansell, for comfort room cleaning	10	piece		
8	Bolo (Guna), 8" long blade	6	piece		

9	Sickle (Lampas), 18" long blade w/ handle	12	piece		
10	Gloves, Cotton, w/ dotted rubberized palm, large size	24	pair		
11	Fertilizer, plants	5	kilo		
12	Stone, Grinding/sharpening, Synthetic, 1" x 2" x 6"	6	piece		

**Sub-Total
Total of Monthly**

D. To be supplied monthly:

	PARTICULAR	QTY	UNIT	UNIT COST	TOTAL COST
1	Freshener, Air/Fabric, for Office areas (Bay Fresh-lime & lemon and Glade-Apple scents, 300 ml net content, aerosol)	5	Can		
2	Cleaner, for Toilet Bowl & Urinal (Lysol, Cling, 651 ml)	5	Bot		
3	Paste, Diswashing, big	1	Pc		
4	Spray, Insect, aerosol, 500 ml. net content (Baygon)	3	Can		
5	Cleaner, All-Purpose, Kiwi or Mr. Muscle, 500 ml	5	Bot		
6	Polish, Furniture, Pledge w/ cleansing conditioner, 330 ml. Net content	3	Can		
7	Trash Bag, Size: XL	110	piece		
8	Detergent, Powder, Tide, 1 kilo/pack	14	Pack		
9	Hand Pad, Scrubbing, w/ foam (Scotch brite, 4" x 6")	8	piece		
10	Tissue, Bathroom, 3 Ply, Cleene/sanicare/tisyu, 400 shts/roll	108	Roll		
11	Gasoline, Regular (for Grass Cutter)	70	Liter		
12	Oil, Engine, 2T (for Grass Cutter)	8	Liter		
13	Cloth, Flanilla, dusting (blue color)	4	meter		
14	Cleaner, Glass, Kiwi or Mr. Muscle, w/ Sprayer, 500 ml	1	Bot		
15	String, Nylon, No. 500	5	Kilo		
16	Cleaner, Mold & Mildew Killer (Mr. Muscle) 500 ml	5	Bot		
17	Dishwashing, Liquid, 790ml (Joy)	9	Bot		
18	Zonrox, for disinfection	6	gal		
19	Liquid, Handsoap, Anti-bacterial, 500 ml	8	bot		
20	Spray, Air Disinfectant, Lysol, 500ml/bot	10	bot		
21	Cleaner, All-Purpose, Domex, 500 ml	4	bot		

**Sub Total
Total of Monthly**

**ANNUAL TOTAL OF SUPPLIES (A+B+C+D)
MONTHLY EXPENSES FOR SUPPLIES**

**P _____
P _____**

E. Equipment Required to maintain the area (to supply upon the issuance of the contract):

	PARTICULAR	QTY	UNIT	UNIT COST	TOTAL COST
1	Cleaner, Vacuum, Heavy Duty, All-Purpose	2	unit		
2	Cutter, Grass, Rotary Type, 3/4H.P., gasoline driven, Portable	6	unit		
3	Wheel Barrow, Rubber wheels	6	unit		

BID DOCUMENTS

NAME OF PROJECT: SUPPLY OF LABOR,
TOOLS/EQUIPMENT, SUPPLIES/MATERIALS AND SUPERVISION FOR
THE MANPOWER REQUIREMENT OF NATIONAL POWER
CORPORATION OFFICES, PLANTS AND OTHER INSTALLATIONS
RELATED TO JANITORIAL/LAWN AND GARDEN, LANDSCAPE/
PLANTSCAPE MAINTENANCE AND OTHER ALLIED SERVICES

BIDDING FORMS

PR NO. MG-A5022-001/REF. NO. PACKAGE NO. MG-J5 (AGUS 5 HPP)

4	Tools, Hand (screw Driver, Plier, Hand Saw, Claw Hammer & Pipe Wrench	4	set		
5	Pruner, Motorized, for trees, 3/4 H.P.	1	unit		
6	Ladder, Aluminum, Folding type, "A" frame, 8 ft High	1	unit		
TOTAL					

ANNUAL TOTAL DEPRECIATION COST OF EQUIPMENT (E x 12)

P _____

MONTHLY GRAND TOTAL (Supplies/materials & Equipment)

P _____

ANNUAL GRAND TOTAL (Supplies/materials & Equipment)

P _____

Performance Securing Declaration (Revised)

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

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

PERFORMANCE SECURING DECLARATION

Invitation to Bid: [Insert Reference Number indicated in the Bidding Documents]

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

I/We, the undersigned, declare that:

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

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

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

[Jurat]

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

Contract Agreement Form for the Procurement of Goods (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 the ____ day of _____ 20____ between [name of PROCURING ENTITY] of the Philippines (hereinafter called “the Entity”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part;

WHEREAS, the Entity invited Bids for certain goods and ancillary services, particularly [brief description of goods and services] and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of [*contract price in words and figures in specified currency*] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract 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 integral part of this Agreement, *viz.*:
 - i. Philippine Bidding Documents (PBDs);
 - i. Schedule of Requirements;
 - ii. Technical Specifications;
 - iii. General and Special Conditions of Contract; and
 - iv. Supplemental or Bid Bulletins, if any
 - ii. 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;
 - iii. Performance Security;
 - iv. Notice of Award of Contract; and the Bidder’s conforme thereto; and
 - v. 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.**

3. In consideration for the sum of *[totalcontract 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 hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above 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]

Acknowledgment

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