



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

## **BID DOCUMENTS**

**Name of Project : TWO (2) YEARS SUPPLY OF JANITORIAL SERVICES, LAWN AND GARDEN MAINTENANCE AND ALLIED SERVICES FOR NPC MINGEN - AGUS 6 & 7 HEPP COMPLEX**

**P.R. NO. : MG-A7O23-007**

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SECTION I

**INVITATION TO BID**



# National Power Corporation

## INVITATION TO BID

### PUBLIC BIDDING – BCS 2023-0234

1. The NATIONAL POWER CORPORATION (NPC), through its approved Corporate Budget of CY 2023 intends to apply the sum of **(Please see schedule below)** being the Approved Budget for the Contract (ABC) to payments under the contract. Bids received in excess of the ABC shall be automatically rejected at Bid opening.

PR Nos./PB Ref No. & Description	Similar Contracts	Pre-bid Conference	Bid Submission / Opening	ABC/ Amt. of Bid Docs
HO-IST23-005 / PB230619-KB00152  Two (2) Years License and Support of Antivirus	Provider / Distributor of a comprehensive Anti-Virus Software solution (Least 600 Clients)	07 June 2023 9:30 A.M	19 June 2023 9:30 A.M	₱ 4,314,000.00 / ₱ 5,000.00
MG-A7O23-007 / PB230619-NA  Two (2) Years Supply of Janitorial Services, Lawn and Garden Maintenance and Allied Services for NPC MinGen - Agus 6 & 7 HEPP Complex  • Note: The ABC advertised / posted is for One (1) Year Only	Supply of janitorial services, lawn and garden maintenance and / or allied services	07 June 2023 9:30 A.M	19 June 2023 9:30 A.M	₱10,700,058.42 / ₱ 25,000.00
<b>Venue: Kañao Function Room, NPC Bldg. Diliman, Quezon City</b>				

2. The NPC now invites bids for Items listed above. Delivery of the Goods is required (see table below) specified in the Technical Specifications. Bidders should have completed, within (see table below) from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. (Instruction to Bidders).

PR No/s. / PB Ref No/s.	Delivery Period / Contract Duration	Relevant Period of SLCC reckoned from the date of submission & receipt of bids
HO-IST23-005	Thirty (30) Calendar Days	Five (5) Years
MG-A7O23-007	Two (2) Years	Five (5) Years

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

4. Prospective Bidders may obtain further information from National Power Corporation, Bids and Contracts Services Division and inspect the Bidding Documents at the address given below during office hours (8:00AM to 5:00PM), Monday to Friday.


5. A complete set of Bidding Documents may be acquired by interested Bidders from the given address and website(s) and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB. Bidding fee may be refunded in accordance with the guidelines based on the grounds provided under Section 41 of R.A. 9184 and its Revised IRR.
6. The National Power Corporation will hold Pre-Bid Conference (see table above) and/or through video conferencing or webcasting which shall be open to prospective bidders.

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

- a. Only a maximum of two (2) representatives from each bidder / company shall be allowed to participate during the virtual pre-bid conference.
  - b. A "No Face mask / No Entry" policy shall be implemented in the NPC premises. Face mask shall be 3-ply surgical or KN95 mask type.
  - c. The requirements herein stated including the medium of submission shall be subject to GPPB Resolution No. 09-2020 dated 07 May 2020
  - d. The Guidelines on the Implementation of Early Procurement Activities (EPA) shall be subject to GPPB Circular No. 06-2019 dated 17 July 2019
7. Bids must be duly received by the BAC Secretariat through (i) manual submission at the office address indicated below; (ii) online or electronic submission before the specified time stated in the table above for opening of bids. Late bids shall not be accepted.
  8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
  9. Bid opening shall be in the Kañao Function Room, NPC Head Office, Diliman, Quezon City and/or via online platform to be announced by NPC. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
  10. The National Power Corporation reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of R.A. No. 9184, without thereby incurring any liability to the affected bidder or bidders.
  11. For further information, please refer to:
 

**Bids and Contracts Services Division,  
Logistics Department**  
BIR Road cor. Quezon Avenue  
Diliman, Quezon City  
Tel Nos.: 8924-5211 and 8921-3541 local 5564/5211  
Fax No.: 8922-1622  
Email: bcsd@napocor.gov.ph /
  12. You may visit the following websites:

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

  
**RENE B. BARRUELA**  
 Vice President, Corporate Affairs Group and  
 Chairman, Bids and Awards Committee

SECTION II

**INSTRUCTIONS TO  
BIDDERS**

**SECTION II – INSTRUCTIONS TO BIDDERS**

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## SECTION II – INSTRUCTIONS TO BIDDERS

### 1. Scope of Bid

The **National Power Corporation (NPC or NAPOCOR)** wishes to receive Bids for the **TWO (2) YEARS SUPPLY OF JANITORIAL SERVICES, LAWN AND GARDEN MAINTENANCE AND ALLIED SERVICES FOR NPC MINGEN - AGUS 6 & 7 HEPP COMPLEX** with Purchase Requisition No. **MG-A7O23-007**.

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

### 2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for CY 2023/2024/2025 in the amount of **₱21,400,116.83**.
- 2.2. The source of funding is the Corporate Operating Budget of the National Power Corporation.

### 3. Bidding Requirements

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

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

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

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

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

### 5. Eligible Bidders

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

## SECTION II – INSTRUCTIONS TO BIDDERS

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

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

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

## 6. Origin of Goods

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

## 7. Subcontracts

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

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

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

## 8. Pre-Bid Conference



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

## **9. Clarification and Amendment of Bidding Documents**

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

## **10. Documents comprising the Bid: Eligibility and Technical Components**

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (NPCSF-GOODS-01 - Checklist of Technical and Financial Documents)**.

10.2. The Bidder's SLCC as indicated in **ITB Clause 5.3** should have been completed within 5 years prior to the deadline for the submission and receipt of bids.

10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

10.4. The Statement of the bidder's Single Largest Completed Contract (SLCC) (NPCSF-GOODS-03) and List of all Ongoing Government & Private Contracts Including Contracts Awarded but not yet Started (NPCSF-GOODS-02) shall comply with the documentary requirements specified in the **BDS**.

## **11. Documents comprising the Bid: Financial Component**

11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (NPCSF-GOODS-01 - Checklist of Technical and Financial Documents)**.

11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

## 12. Bid Prices

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

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

## 13. Bid and Payment Currencies

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

## 14. Bid Security

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

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

## 15. Sealing and Marking of Bids

- 15.1 Each Bidder shall submit one (1) 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 Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

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

- 19.3. The descriptions of the lots or items shall be indicated in **Section VI (Technical Specifications)**, although the ABCs of these lots or items are indicated in the

## SECTION II – INSTRUCTIONS TO BIDDERS

**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 evaluated and awarded to one (1) Bidder in one complete contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

## 20. Post-Qualification

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

## 21. Signing of the Contract

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

SECTION III

**BID DATA SHEET**

### SECTION III - BID DATA SHEET

ITB Clause	
5.3	<p>The Bidder must have completed a single contract that is similar to this Project, equivalent to at least fifty percent (50%) of the ABC.</p> <p>For this purpose, similar contracts shall refer to the supply of janitorial services, lawn and garden maintenance and/or allied services.</p> <p>The Single Largest Completed Contract (SLCC) as declared by the bidder shall be verified and validated to ascertain such completed contract. Hence, bidders must ensure access to sites of such projects/equipment to NPC representatives for verification and validation purposes during post-qualification process.</p> <p>It shall be a ground for disqualification, if verification and validation cannot be conducted for reasons attributable to the Bidder.</p>
7.1	<p>Subcontracting shall not be allowed for this particular procurement.</p>
10.1	<p>Bidders shall also submit the following requirements in their first envelope, Eligibility and Technical Component of their bid:</p> <ol style="list-style-type: none"> <li>1. Documents to be submitted with the Bid as specified in Clause 13 of Section VI - Technical Specifications (List of Tools, Equipment and Services);</li> </ol> <p>Equipment, materials, hardware and tools proposed by the winning bidder to be supplied, which were evaluated to be complying with the technical specifications, shall not be replaced and must be the same items to be delivered/installed/used during the contract implementation. Any proposed changes/replacement of said items may be allowed on meritorious reasons subject to validation and prior approval by NPC.</p>
10.4	<p>The list of on-going contracts (Form No. NPCSF-GOODS-02) shall be supported by the following documents for each on-going contract to be submitted during <b>Post-Qualification</b>:</p> <ol style="list-style-type: none"> <li>1. Contract/Purchase Order and/or Notice of Award</li> <li>2. Certification coming from the project owner/client that the performance is satisfactory as of the bidding date</li> </ol> <p>The bidder shall declare in this form all his on-going government and private contracts including contracts where the bidder (either as individual or as a Joint Venture) is a partner in a Joint Venture agreement other than his current joint venture where he is a partner. Non declaration will be a ground for disqualification of bid.</p>

SECTION III – BID DATA SHEET

	<p>The Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid (Form No. NPCSF-GOODS-03) shall be supported by the following documents to be submitted during <b>Bid Opening</b>:</p> <ol style="list-style-type: none"> <li>1. Contract/Purchase Order</li> <li>2. Certificate of Acceptance; or Certificate of Completion; or Official Receipt (O.R); or Sales Invoice, if completed</li> </ol>
<p>14.1</p>	<p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> <li>a) The amount of not less two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or</li> <li>b) The amount of not less than five percent (5%) of ABC,if bid security is in Surety Bond.</li> </ol>
<p>15.1</p>	<p>Each bidder shall submit one copy of the first and second components of its Bid.</p>
<p>19.4</p>	<p>Goods are grouped together in one (1) lot and will be awarded to one (1) Bidder in one complete contract.</p> <p>Partial bid is not allowed. The goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award.</p> <p><b>Bidder's bid offer must be within the ABC of the Lot.</b></p> <p>Bid offers that exceed the ABC of the lot or any of the item, with incomplete price shall be rejected.</p> <p>Arithmetical corrections shall consider the following, in case of discrepancies between:</p> <ol style="list-style-type: none"> <li>1. bid prices in figures and in words, the latter shall prevail;</li> <li>2. total price per item and unit price for the item as extended or multiplied by the quantity of that item, the latter shall prevail;</li> <li>3. the stated total price and the sum of prices of component items, the latter shall prevail;</li> <li>4. unit cost in the detailed estimate and unit cost in the bill of quantities, the latter shall prevail.</li> </ol>
<p>20.1</p>	<p>The following documents shall be submitted and verified by NPC during post-qualification:</p> <ol style="list-style-type: none"> <li>1. Latest Income Tax Returns filed and paid through the BIR Electronic Filing and Payment System (eFPS);</li> </ol>

	<ol style="list-style-type: none"> <li>2. Business Tax/VAT Returns within the last six (6) months preceding the date of the bid submission, filed and paid through the BIR (eFPS);</li> <li>3. PhilGEPS Registration (Platinum Membership), if not yet submitted with the bid;</li> <li>4. Valid and current Mayor's/Business, if under renewal during bidding;</li> <li>5. Joint Venture Agreement (JVA) duly notarized, if not yet submitted with bid, if applicable;</li> <li>6. The licenses and permits relevant to the Project and the corresponding law requiring it as specified in the Technical Specifications, if any.</li> <li>7. Clearance Certificate from Social Security System (updated remittance as of April 2023)</li> <li>8. Certificate from Philippine Health Insurance Corporation that the bidder has remitted PHIC premium contributions for at least one (1) year updated remittance as of April 2023. (May 2022 to April 2023 or later)</li> <li>9. Clearance Certificate from Home Development Mutual Fund (HDMF) with one (1) year validity as of date of bidding including proofs of remittance. <i>(Note: Proofs of remittance for the period not covered by the Certificate shall be submitted up to the month preceding the opening of the bid).</i></li> <li>10. Contract/Purchase Order and/or Notice of Award for the contracts stated in the List of all On-going Government &amp; Private Contracts including Contracts Awarded but not yet Started (NPCSF-GOODS-02);</li> <li>11. Certification coming from the project owner/client that the performance is satisfactory as of the bidding date for all ongoing contracts stated in Form NPCSF-GOODS-02.</li> </ol>
21.1	Notice to Proceed.



SECTION IV

**GENERAL CONDITIONS OF  
CONTRACT**

**SECTION IV – GENERAL CONDITIONS OF CONTRACT**

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## SECTION IV – GENERAL CONDITIONS OF CONTRACT

### 1. Scope of Contract

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

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

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

### 2. Advance Payment and Terms of Payment

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

### 3. Performance Security

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

### 4. Inspection and Tests

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

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

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

## **5. Warranty**

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

## **6. Liability of the Supplier**

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

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

SECTION V

**SPECIAL CONDITIONS OF  
CONTRACT**

**SECTION V – SPECIAL CONDITIONS OF CONTRACT**

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

SECTION VI

**TECHNICAL  
SPECIFICATIONS**

**SECTION VI – TECHNICAL SPECIFICATIONS  
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## SECTION VI – 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 Mindanao Generation - Agus 6 & 7 HEPP Complex 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 concerned Functional Group Head of the end-user shall exercise the management and supervision of its contract including the Contractor's supply of materials/equipment and other requirements. The Vice President for Administration and Finance, as Contract Administrator, shall perform the contractor's performance audit, review and validation/confirmation of deployed manpower/personnel.
- 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 an 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
- 2.2.2. Medical certificate (including COVID-19 test/vaccination card)
- 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. The misrepresentation by the Contractor's employee which give rise to a misrepresentation by the Contractor has been discovered by the Contractor even after exercising the due diligence expected of a responsible employer.

- 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 to the up to third (3<sup>rd</sup>) 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 NPC with the names and the total number of employees.
- 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 the biometric system provided by the Contractor to record 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 this contract.

- 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.

- 4.2.3 The Contractor shall provide NPC qualified applicants within fifteen (15) calendar days upon receipt of the notice to replace personnel. After thirty (30) calendar days outsourcing effort, the Contractor still fails to deploy a qualified applicant, the Contractor shall pay a penalty equivalent to one (1) day salary for every working day delay on the replacement of such personnel.

#### **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 1<sup>st</sup> to 15<sup>th</sup> of the month – on or before the 20<sup>th</sup> day of same month
- from 16<sup>th</sup> to end of the month – on or before the 5<sup>th</sup> 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. Employees absences, lates, undertime and mandatory statutory contributions/loans from SSS, Philhealth, ECC and Pag-ibig are the only deductions allowed to be deducted from the employees' wages. No other deductions shall be made by the Contractor unless proven authorized and with legal basis.
- 4.4.5 Pay the 13<sup>th</sup> Month salary of employees not later than December 24 of each year. Contractor may pay one-half (1/2) of the 13<sup>th</sup> month pay before the opening of the school year and the other half on or before the 24<sup>th</sup> of December every year.
- 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 and the Contractor's employees.
- 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.
- 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, and Philhealth of all employees and list of proof of enrollment.
- 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 15<sup>th</sup> and the end of each month for approval.

#### **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 VII– **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.
- 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 necessary safety gears and protective/sanitation gadgets (i.e. gloves, hair nets, harness, etc.)

4.8.3 Provide janitors with necessary personal protective equipment (PPE) for COVID-19 such as face mask, etc.

4.8.4 Contractor shall provide Rapid Antigen Test for COVID-19 to janitors who have manifested COVID-19 signs/symptoms or as needed including confirmatory testing. Expenses to be incurred shall be charged to the Contractor's account.

4.8.5 Provide prominent warning signs and barriers in appropriate work areas to prevent accidents and injuries to personnel and/or damage to NPC properties.

4.8.6 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.

4.8.7 Submit monthly accident and incident reports to NPC.

4.8.8 Indemnify janitors for injuries or accidents acquired 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:

5.1.1 Pay the Contractor based on the computation as stated in this contract including wage adjustment.

5.1.2 Process and pay Disbursement Vouchers within thirty (30) days upon receipt of complete supporting documents;

5.1.3 Promptly notify the Contractor to effect/implement mandated wage adjustment(s); and

5.1.4 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 approved Work Order/Job Order/CFA pursuant to Circular 2007-24. 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.
- 7.2 NPC will notify the concerned Contractor who fails and/or pass with comments for information and reference for improvement for the succeeding rating period.

## **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, 13<sup>th</sup> 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 3 of DOLE Handbook on Workers' Statutory Monetary Benefits 2022 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 4 of DOLE Handbook on Workers' Statutory Monetary Benefits 2022 edition.
- 8.8 Absences, tardiness and under time 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 :**

Computation of labor cost shall follow Chapter 2E, no. 2b (daily paid) of DOLE Handbook on Workers' Statutory Monetary Benefits 2022 edition.

For those who do not work and are not considered paid on Sundays or rest days:

$$\frac{\text{Applicable Daily Rate (ADR)} \times 307}{12 \text{ months}}$$

295.00 days	=	ordinary working days / year
<u>12.00 days</u>	=	12 Regular (Legal) Holidays
307.0 days	=	Total equivalent number of days per year

**Monthly Breakdown of Labor (in Peso Value)**

- a. Basic Salary (R.A. 6727) =  $\frac{\text{Daily Rate} \times 307}{12}$
- b. ECOLA, if applicable =  $\frac{\text{ECOLA} \times 307}{12}$
- c. Incentive Leave (5 days) = (Daily Rate x 5 )/12
- d. Employer's Contribution = SSS, Philhealth, Pag-ibig, ECC from the Table of Contribution Payment Schedules based on Basic Salary Bracket with COLA, if applicable
- e. 13<sup>th</sup> Month pay = Total Basic Salary earned during the year/12

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 NPC Manager. 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-Administration and Finance 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 Contractor's 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 (attached on initial billing/start of or extension of Contract, if any)
  - vi. SSS/Philhealth/HDMF Remittance (current or prior month) (attached every 2nd quincena)
  - vii. Proof of Payment of Special Incentive Leave and Thirteenth (13<sup>th</sup>) 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 NCR or 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 15<sup>th</sup> of the month - last day of the same month

16<sup>th</sup> to 30<sup>th</sup> of the month - 15<sup>th</sup> 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 on a lot basis, 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 for two (2) years, reckoned from the effectivity of the Contract specified in the Notice to Proceed.

- b.) If the NPC 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 be on a month – to – month basis provided that the total aggregate period shall not exceed one (1) year, thru a Conformed Letter to be issued by the NPC President, 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.) Effectivity of contract shall start not earlier than **01 July 2023**.

## **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.
- 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 (13<sup>th</sup>) 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, 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 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".

**13. Documents to be Submitted with the Bid**

List of Materials and Supplies to be provided by the contractor are specified under Section VII- Schedule of Requirements, (Bid Price Schedule Form 3). This shall be submitted and included in the 2<sup>nd</sup> Envelope (Financial Component) with corresponding unit and total prices per item.

The list of tools/equipment and other incidentals necessary for the proper implementation of the contract, which are owned or leased by the contractor, are specified below. This shall be submitted and included in the 1<sup>st</sup> Envelope (Eligibility & Technical Component)

All tools/equipment shall be available upon contract effectivity and in good working conditions. Immediate replacement is required in case of malfunction, damage or under repair. Unless otherwise stated, all equipment shall remain the property of the Contractor.

**List of Tools/Equipment:**

**MinGen - Agus 6 & 7 HEPP Complex**

PARTICULARS		UNIT	QTY.
1.	Polisher, Floor, heavy duty, 13" diameter,	unit	2
2.	Mop Bucket w/ Caster	unit	6
3.	Cleaner, vacuum, all purpose, heavy duty	unit	2
4.	Cutter, Grass, rotary type, ¾ HP, gasoline driven, portable	unit	5
5.	Wheel barrow (rubber wheels)	unit	5
6.	Pruner, motorized, for trees, ¾ HP heavy duty	unit	2
7.	Tools, hand (hammer, pliers, screw driver, meter tape)	kit/set	4
8.	Cross cut saw /stanley	Piece	2

**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 VII

**SCHEDULE OF  
REQUIREMENTS**







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

**TWO (2) YEARS SUPPLY OF JANITORIAL SERVICES, LAWN AND GARDEN MAINTENANCE  
AND ALLIED SERVICES FOR NPC MINGEN - AGUS 6 & 7 HEPP COMPLEX**

**FORM 3 - Detailed Cost Estimates of Materials, Supplies and Equipment to be supplied**

**MATERIALS AND SUPPLIES - JANITORIAL**

<b>A To be supplied Monthly. (To be delivered on the 1st working day of the month)</b>					
PARTICULARS	BRAND	UNIT	QTY.	UNIT COST	TOTAL COST
1. Broom, Soft (tambo), standard size		piece	15		
2. Broomstick ("tingting"), 4" dia. Bundle		piece	28		
3. Freshener, Air / Fabric for office areas (Bay Fresh, Lime, & Lemon) scents, 250 ml. net cont., aerosol)		can	22		
4. Deodorizer ("Albatross"), round, 50 grms.		piece	18		
5. Spray, Insect, Aerosol, 500 ml. net cont., (Baygon)		can	10		
6. Polish, Furniture, (Pledge) w/ cleansing conditioner, 330 ml. net content		can	10		
7. Detergent, bar (Tide), 4 slices per bar		bar	18		
8. Detergent, Powder, (Tide) 1 kilo/pack		kilo	8		
9. Cleaner, all-purpose, Domex, 250 ml.		bottle	18		
10. Chemical, Zonrox, 500 ml		gallon	10		
11. Hand pad, scrubbing with foam (scotch brite, 4" x 6")		piece	24		
12. Tissue, paper towel		roll	15		
13. Tissue, Bathroom (2 ply, jade or joy brand)		roll	350		
14. Gasoline, regular (for grass cutter)		liter	100		
15. Oil, Engine, 2T (for grass cutter)		liter	10		
16. Alcohol, Casino 500 ml. gal.		bottle	2		
17. Cloth, Flanilla, dusting (blue color)		meter	10		
18. Cleaner, Glass (Kiwi or Mr. Muscle) w/ spray, 500 ml.		bottle	10		
19. Paste, dishwashing (Axion), 200 grms. In plastic container		piece	20		
20. String, Nylon # 500		kilo	3		
21. Trash bag, black, large, 100 pcs/pack		pack	5		
22. Trash bag, black, medium, 100 pcs/pack		pack	1		
23. Trash bag, black, small, 200 pcs/pack		pack	1		
24. Soap, liquid, hand wash, 500 ml		bottle	30		

Total Monthly (Box A): \_\_\_\_\_

<b>B To be supplied Quarterly (every 3 months) (To be delivered on or before the 5th day of the starting month of the quarter.)</b>					
PARTICULARS	BRAND	UNIT	QTY.	UNIT COST	TOTAL COST
1. Mop head, cotton, no. 3 (400 grams)		piece	10		
2. Mop handle (HD, 5 ft long, wooden handle)		piece	5		
3. Brush, nylon, 6" head with plastic handle		piece	5		
4. Brush, scrub, plastic, stiff bristle, big, 3" x 10" w/ 4 ft. handle		piece	3		
5. Pad, polishing, Floor Polisher (3M Product, 3/4" thick, 13" dia.)		piece	2		
6. Pad, scrubbing, Floor Polisher (3M Product, 3/4" thick, 13" dia.)		piece	2		
7. Pad, stripping, Floor Polisher (3M Product, 3/4" thick, 13" dia.)		piece	3		
8. Bolo (jungle), blade 18" long blade		piece	4		
9. Sickle (Lampas) 18" long blade with handle		piece	3		
10. Stone, grinding/sharpening, synthetic, 1" x 2" x 6"		piece	4		
11. Fertilizer (14-14-14 complete) for plants, 50 kilos per sack		piece	1		
12. Dust Mask, washable (covid used)		piece	15		
13. Surgical Mask (Covid Protection)		piece	40		
14. Basket, rattan (bukag), large		piece	4		

Total Quarterly (Box B): \_\_\_\_\_

Equivalent Total Monthly (Total Amount ÷ 3): \_\_\_\_\_

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

**TWO (2) YEARS SUPPLY OF JANITORIAL SERVICES, LAWN AND GARDEN MAINTENANCE  
AND ALLIED SERVICES FOR NPC MINGEN - AGUS 6 & 7 HEPP COMPLEX**

**FORM 3 - Detailed Cost Estimates of Materials, Supplies and Equipment to be supplied**

**I. MATERIALS AND SUPPLIES - JANITORIAL**

<b>C To be Supplied Semi-Annually (twice a year) (To be delivered on the 1st working day of the 1st, 7th, 13th and 19th month of the contract period)</b>						
	PARTICULARS	BRAND	UNIT	QTY.	UNIT COST	TOTAL COST
1.	Dust Pan, plastic, 1-ft. wide head w/ 2 ft wooden handle		piece	4		
2.	Dust Pan, GI Sht., 1-ft. wide head w/ 2 ft wooden handle		piece	4		
3.	Pump, Suction, Toilet, rubber with handle		piece	5		
4.	Pail, plastic, heavy duty, 10 liters capacity		piece	5		
5.	Door mat, 13-1/2" x 22-1/2", Rubberized		piece	5		

Total Amount (Box C) : \_\_\_\_\_

Equivalent Total Monthly (Total Amount ÷ 6): \_\_\_\_\_

**D To be supplied Annually (once a year).  
(To be delivered before commencement of the contract and on or before the start of the 2nd contract year)**

	PARTICULARS	BRAND	UNIT	QTY.	UNIT COST	TOTAL COST
1.	Shears, Pruning, Hedge/Grass, 20" long		piece	4		
2.	Cutter, Garden		piece	4		
3.	Spade, Garden, D-handle, 30 inches		piece	4		
4.	Rake, Steel Handle		piece	4		
5.	Garden Hose, braided, 150 meters length, 1/2" dia. with sprinkler, rotary type, with reel		length	4		
6.	Sprayer, plastic, 350 ml. Capacity		piece	10		
7.	Gloves, cotton w/ dotted rubberized palm, large size		pair	54		
8.	Rope, 3/4 dia, 27/meter		roll	63		

Total Amount (Box D) : \_\_\_\_\_

Equivalent Total Monthly (Total Amount ÷ 12): \_\_\_\_\_

**II. EQUIPMENT (Note: Equipment should be brand new)**

**A EQUIPMENT REQUIRED TO MAINTAIN THE AREA  
(To be supplied upon issuance of contract)**

	PARTICULARS	BRAND	UNIT	QTY.	UNIT COST	TOTAL COST
1.	Polisher, Floor, Heavy Duty, 13" diameter		unit	2		
2.	Mop Bucket w/ Caster		unit	6		
3.	Cleaner, Vacuum, all purpose, heavy duty		unit	2		
4.	Cutter, Grass, rotary type, 3/4 HP, gasoline driven, portable		unit	5		
5.	Wheel barrow (rubber wheels)		unit	5		
6.	Pruner, motorized, for trees, 3/4 HP Heavy duty		unit	2		
7.	Tools, hand (hammer, pliers, screw driver, meter tape)		kit/set	4		
8.	Cross cut saw /stanley		piece	2		

Total Amount (Box A) : \_\_\_\_\_

**TOTAL MONTHLY COST OF MATERIALS & SUPPLIES JANITORIAL  
(I.A + I.B + I.C + I.D) AND EQUIPMENT (II.A)**

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Authorized Representative  
(Sign over printed name)

\_\_\_\_\_  
Designation

SECTION VIII

**BIDDING FORMS**

## **SECTION VIII – BIDDING FORMS**

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Standard Form No: NPCSF-GOODS-01

**Checklist of Technical & Financial Envelope Requirements for Bidders****A. THE 1<sup>ST</sup> ENVELOPE (TECHNICAL COMPONENT) SHALL CONTAIN THE FOLLOWING:****1. ELIGIBILITY DOCUMENTS****a. (CLASS A)****➤ Any of the following:**

- PhilGEPS Certificate of Registration and Membership under Platinum Category in accordance with Section 8.5.2 of the IRR;

**OR:**

- The following updated and valid Class “A” eligibility documents enumerated under “Annex A” of the Platinum Membership.
  - Registration Certificate from the Securities and Exchange Commission (SEC) for corporations, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives;
  - Mayor’s/Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas.

In cases of recently expired Mayor’s/Business permits, it shall be accepted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post qualification requirement in accordance with Section 34.2 of the Revised IRR of RA 9184.

- The prospective bidder’s audited financial statements, showing, among others, the prospective bidder’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission;
- Tax clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR or as stated under GPPB NPM-039-2014, for Non-Resident Foreign Corporation (NRFC) and Non-Resident Alien Not Engaged in Trade or Business (NRANETB), a Delinquency Verification Certificate may be submitted as a form of Tax Clearance;

**OR:**

- A combination thereof
- Statement of all its ongoing government and private contracts if any, whether similar or not similar in nature and complexity to the contract to be bid (*NPCSF-GOODS-02*)
- The Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid, and whose value, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least 50% of the ABC (*NPCSF-GOODS-03*) complete with the following supporting documents:
  - Contract/Purchase Order
  - Certificate of Acceptance; or Certificate of Completion; or Official Receipt (O.R.) or Sales Invoice

## SECTION VIII – BIDDING FORMS

*Standard Form No: NPCSF-GOODS-01*

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

**b. (CLASS B)**

- For Joint Venture (if applicable), any of the following:
  - Valid Joint Venture Agreement, if applicable (NPCSF-GOODS-05) OR
  - Notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA, if awarded the contract
- Certification from the relevant government office of their country stating that Filipinos are allowed to participate in their government procurement activities for the same item/product (*For foreign bidders claiming eligibility by reason of their country's extension of reciprocal rights to Filipinos*)

**2. Technical Documents**

- Bid Security, any one of the following:
  - Bid Securing Declaration (NPCSF-GOODS-06c)  
OR
  - Cash or Cashier's/Manager's check issued by a Universal or Commercial Bank – 2% of ABC;  
OR
  - Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: (NPCSF-GOODS-06a) - 2% of ABC;  
OR
  - Surety Bond callable upon demand issued by a reputable surety or insurance company (NPCSF-GOODS-06b) - 5% of ABC, with
    - Certification from the Insurance Commission as authorized company to issue surety
- Duly Signed, completely filled-out and notarized Omnibus Sworn statement (Revised) (NPCSF-GOODS-07), complete with the following attachments:
  - for Sole Proprietorship:
    - Special Power of Attorney  
OR
  - for Partnership/Corporation/Cooperative/Joint Venture:
    - In the case of corporations, board/partnership resolution or secretary's certificate, granting full powers to the authorized signatory;
    - Document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable) signatory
- Documents to be submitted with the Bid as specified in Clause 13.0 of Section VI - Technical Specifications (List of Tools/Equipment and Services)



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Standard Form No: NPCSF-GOODS-01

**B. THE 2<sup>ND</sup> ENVELOPE (FINANCIAL COMPONENT) SHALL CONTAIN THE FOLLOWING:**

- Duly signed Bid Letter indicating the total bid amount in accordance with the prescribed form (NPCSF-GOODS-08)
- Duly signed and completely filled-out Bid Price Schedule (Section VII) Form 1 - Summary of Prices indicating the unit and total prices per item and the total amount in the prescribed Price Schedule form.
- Duly Signed and completely filled-out Bid Price Schedule (Section VII) Form 2 - Detailed computations of salaries of Janitor/Supervisor in the prescribed Price Schedule form.
- Bid Price Schedule (Section VII) Form 3 - Detailed Cost Estimates of materials and supplies to be supplied per installation in the prescribed Price Schedule form.

**CONDITIONS:**

1. *Each Bidder shall submit one copy of the first and second components of its Bid. NPC may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be ground for disqualification.*
2. *In the case of foreign bidders, the eligibility requirements under Class "A" Documents may be substituted by the appropriate equivalent documents, if any, issued by the country of the foreign bidder concerned. The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines.*  
*These documents shall be accompanied by a Sworn Statement in a form prescribed by the GPPB stating that the documents submitted are complete and authentic copies of the original, and all statements and information provided therein are true and correct. Upon receipt of the said documents, the PhilGEPS shall process the same in accordance with the guidelines on the Government of the Philippines – Official Merchants Registry (GoP-OMR).*
3. *A Bidder not submitting bid for reason that his cost estimate is higher than the ABC, is required to submit his letter of non-participation/regret supported by corresponding detailed estimates. Failure to submit the two (2) documents shall be understood as acts that tend to defeat the purpose of public bidding without valid reason as stated under Section 69.1.(i) of the revised IRR of R.A. 9184.*



Standard Form Number: NPCSF-GOODS-03

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

Business Name : \_\_\_\_\_  
Business Address : \_\_\_\_\_

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

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

Submitted by \_\_\_\_\_  
(Printed Name & Signature)

Designation : \_\_\_\_\_  
Date : \_\_\_\_\_

Standard Form Number: NPCSF-GOODS-04

**NET FINANCIAL CONTRACTING CAPACITY (NFCC)**

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

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

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

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

NFCC = P \_\_\_\_\_

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

Submitted by:

\_\_\_\_\_  
Name of Supplier / Distributor / Manufacturer

\_\_\_\_\_  
Signature of Authorized Representative

Date : \_\_\_\_\_

Standard Form Number: NPCSF-GOODS-05

**JOINT VENTURE AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

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

- and -

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

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

**NAME OF PROJECT**

**CONTRACT AMOUNT**

That the capital contribution of each member firm:

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

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

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

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

\_\_\_\_\_  
*Name & Signature of Authorized Representative*

\_\_\_\_\_  
*Official Designation*

\_\_\_\_\_  
*Name of Firm*

\_\_\_\_\_  
*Name & Signature of Authorized Representative*

\_\_\_\_\_  
*Official Designation*

\_\_\_\_\_  
*Name of Firm*

**Witnesses**

1. \_\_\_\_\_ 2. \_\_\_\_\_

**[Jurat]**

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

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

Standard Form Number: NPCSF-GOODS-06a

**FORM OF BID SECURITY (BANK GUARANTEE)**

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

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

SEALED with the Common Seal of the said Bank this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

THE CONDITIONS of this obligation are that:

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

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

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

DATE \_\_\_\_\_ SIGNATURE OF THE BANK \_\_\_\_\_

WITNESS \_\_\_\_\_ SEAL \_\_\_\_\_

\_\_\_\_\_  
(Signature, Name and Address)

Standard Form Number: NPCSF-GOODS-06b

**FORM OF BID SECURITY (SURETY BOND)**

BOND NO.: \_\_\_\_\_ DATE BOND EXECUTED: \_\_\_\_\_

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

SEALED with our seals and dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

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

NOW, THEREFORE, the conditions of this obligation are:

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

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

PROVIDED HOWEVER, that the Surety shall not be:

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

SECTION VIII – BIDDING FORMS

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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) \_\_\_\_\_ SIGNATURES(S) \_\_\_\_\_

NAME(S) AND TITLE(S) \_\_\_\_\_ NAME(S) \_\_\_\_\_

SEAL \_\_\_\_\_ SEAL \_\_\_\_\_



Standard Form No: NPCSF-GOODS-06c

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

**BID-SECURING DECLARATION  
TWO (2) YEARS SUPPLY OF JANITORIAL SERVICES,  
LAWN AND GARDEN MAINTENANCE AND ALLIED SERVICES  
FOR NPC MINGEN - AGUS 6 & 7 HEPP COMPLEX /  
PR NO. MG-A7O23-007**

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

I/We<sup>1</sup>, the undersigned, declare that:

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

IN WITNESS WHEREOF, I/we have hereunto set my hand this \_\_\_\_ day of \_\_\_\_  
20\_\_\_\_ at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
[Name and Signature of Bidder's Representative/  
Authorized Signatory]  
[Signatory's legal capacity]  
Affiant

**[Jurat]**

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

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

Standard Form No: NPCSF-GOODS-07

**OMNIBUS SWORN STATEMENT (REVISED)**

REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.

**AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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

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

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

## SECTION VIII – BIDDING FORMS

*[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;
  - d) Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official; personnel or representative of the government in relation to any procurement project or activity.
10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

Standard Form No: NPCSF-GOODS-08

**BID LETTER**

Date: \_\_\_\_\_

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

Gentlemen:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to perform the **TWO (2) YEARS SUPPLY OF JANITORIAL SERVICES, LAWN AND GARDEN MAINTENANCE AND ALLIED SERVICES FOR NPC MINGEN - AGUS 6 & 7 HEPP COMPLEX** in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]* \_\_\_\_\_ or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

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

We agree to abide by this Bid for the Bid Validity Period specified in **BDS** provision for **ITB Clause 14.2** and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

We certify/confirm that we comply with the eligibility requirements as per **ITB Clause 5** of the Bidding Documents.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
*[signature]* *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_

Duly authorized to sign the Bid for and on behalf of \_\_\_\_\_  
*Name of Bidder]*