



# **PHILIPPINE BIDDING DOCUMENTS**

**(Procurement of INFRASTRUCTURE PROJECTS)**

**FOR**

**CONSTRUCTION OF CONTAINMENT WALL/BANDWALL  
OF F.O.S.T. & W.O.S.T. AT PALIMBANG DPP  
P.R. No. : S3-PLM23-034**

LOT AWARD

**Sixth Edition**  
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# *Glossary of Terms, Abbreviations, and Acronyms*

**ABC** – Approved Budget for the Contract.

**ARCC** – Allowable Range of Contract Cost.

**BAC** – Bids and Awards Committee.

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

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

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

**BIR** – Bureau of Internal Revenue.

**BSP** – Bangko Sentral ng Pilipinas.

**CDA** – Cooperative Development Authority.

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

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

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

**CPI** – Consumer Price Index.

**DOLE** – Department of Labor and Employment.

**DTI** – Department of Trade and Industry.

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

**GFI** – Government Financial Institution.

**GOCC** –Government-owned and/or –controlled corporation.

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

**GOP** – Government of the Philippines.

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

**LGUs** – Local Government Units.

**NFCC** – Net Financial Contracting Capacity.

**NGA** – National Government Agency.

**PCAB** – Philippine Contractors Accreditation Board.

**PhilGEPS** - Philippine Government Electronic Procurement System.

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

**PSA** – Philippine Statistics Authority.

**SEC** – Securities and Exchange Commission.

**SLCC** – Single Largest Completed Contract.

**UN** – United Nations.

## ***Section I. Invitation to Bid***



## Invitation to Bid for

**S3-LPM23-034**

### **CONSTRUCTION OF CONTAINMENT WALL/BANDWALL OF F.O.S.T. & W.O.S.T. AT PALIMBANG DPP.**

1. The *NATIONAL POWER CORPORATION– NPC-SPUG*, through the *approved Corporate Budget of NPC for CY 2023* intends to apply the sum of **Four Hundred Fifty Thousand Pesos only (Php 450,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for **CONSTRUCTION OF CONTAINMENT WALL/BANDWALL OF F.O.S.T. & W.O.S.T. AT PALIMBANG DPP (S3-PLM23-034)**. Bids received in excess of the ABC shall be automatically rejected at bid opening.
  2. The *NATIONAL POWER CORPORATION– SPUG* now invites bids for the above Procurement Project. Completion of the Works is required **Sixty (60) calendar days**. Bidders should have completed a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
  3. Bidding will be conducted through open competitive bidding procedures using non-discretionary “*pass/fail*” criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.
  4. Interested bidders may obtain further information from *DBAC Secretariat, NATIONAL POWER CORPORATION– SPUG MOD* and inspect the Bidding Documents at the address given below from 8:00 AM – 5:00 PM Monday to Friday.
  5. A complete set of Bidding Documents may be acquired by interested Bidders on **6 to 26 September 2023** from the given address and website(s) below and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Hundred Pesos (Php 500.00)**. The Procuring Entity shall allow the bidder to pay online and present its proof of payment for the fees in person, by facsimile, or through electronic means.
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It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) provided that Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

6. The National Power Corporation will hold a Pre-Bid Conference on **[14 September 2023 at 10:00AM]** at Conference Room, NPC SPUG Mindanao Central Office, Kumintang St., Mintal, Tugbok Dist., Davao City], which shall be open to prospective bidders.
7. Bids must be duly received by the DBAC Secretariat at the address below on or before **[26 September 2023 at 10:00AM]**. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 18. Bid opening shall be on **[26 September 2023 at 10:00AM]**, at Conference Room NPC-SPUG Mindanao Central Office, Kumintang St., Mintal, Tugbok Dist., Davao City. Bids will be opened in the presence of the bidders' representatives who choose to attend at the address below. Late bids shall not be accepted..
8. In case the bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the bids submitted and reschedule the opening of bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of the Procuring Entity concerned. The bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The abstract of bids as read and the minutes of the bid opening shall be made available to the public upon written request and payment of a specified fee to recover cost of materials.
9. 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 Section 41 of RA 9184 and its IRR, without thereby incurring any liability to the affected bidder or bidders.
10. *This project requires submission of at least:*  
***Certificate of Site Inspection***
11. You may visit the following websites:

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

**Date of PhilGEPS Publication: 6 September 2023**

12. For further information, please refer to:

DBAC SECRETARIAT  
SPUG- AFD, Eastern Mindanao  
National Power Corporation  
Kumintang St., Mintal, Tugbok District  
Davao City, Philippines 8000  
Tel No. (082) 293-0657  
www.dbdaodaoang@napocor.gov.ph

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**ENGR. JOB C. CANSANCIO**  
Plant Supt., DDPP-SPUG MOD  
Decentralized Chairman, Bids and Awards Committee

## ***Section II. Instructions to Bidders***

## 1. Scope of Bid

The Procuring Entity, *NATIONAL POWER CORPORATION–SPUG MOD* invites Bids for the **CONSTRUCTION OF CONTAINMENT WALL/BANDWALL OF F.O.S.T. & .O.S.T. AT PALIMBANG DPP under PR No. (S3-PLM23-034).**

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

## 2. Funding Information

2.1. The GOP through the source of funding as indicated below for CY 2023 in the amount of **Four Hundred Fifty Thousand Pesos [PHP 450,000.00].**

2.2. The source of funding is:

- a. GOCC and GFIs, the Corporate Operating Budget.

## 3. Bidding Requirements

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

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

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

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

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

#### **5. Eligible Bidders**

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

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

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

#### **6. Origin of Associated Goods**

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

#### **7. Subcontracts**

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

The Procuring Entity has prescribed that:

- a. Subcontracting is not allowed.

## 8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address.

## 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 IX. Checklist of Technical and Financial Documents**.
- 10.2. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, it must be accompanied by a translation in English, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. For Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.
- 10.3. A valid PCAB License is required, and in case of joint ventures, a valid special PCAB License, and registration for the type and cost of the contract for this Project. Any additional type of Contractor license or permit shall be indicated in the **BDS**.
- 10.4. A List of Contractor's key personnel (e.g., Project Manager, Project Engineers, Materials Engineers, and Foremen) assigned to the contract to be bid, with their complete qualification and experience data shall be provided. These key personnel must meet the required minimum years of experience set in the **BDS**.
- 10.5. A List of Contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership, certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, must meet the minimum requirements for the contract set in the **BDS**.

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

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

## **12. Alternative Bids**

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

## **13. Bid Prices**

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

## **14. Bid and Payment Currencies**

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

- 14.2. *Payment of the contract price shall be made in:*

- a. Philippine Pesos.

## **15. Bid Security**

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

- 15.2. The Bid and bid security shall be valid until **One Hundred Twenty (120) Calendar Days from the Scheduled Bid Opening**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

## **16. Sealing and Marking of Bids**

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

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

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

## **17. Deadline for Submission of Bids**

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

## **18. Opening and Preliminary Examination of Bids**

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

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

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

## **19. Detailed Evaluation and Comparison of Bids**

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

- 19.2. If the Project allows partial bids, all Bids and combinations of Bids as indicated in the **BDS** shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to the Procuring Entity. Bid Security as required by **ITB** Clause 16 shall be submitted for each contract (lot) separately.
- 19.3. In all cases, the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184 must be sufficient for the total of the ABCs for all the lots participated in by the prospective Bidder.

## **20. Post Qualification**

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

## **21. Signing of the Contract**

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



## ***Section III. Bid Data Sheet***

## Bid Data Sheet

ITB Clause			
5.2	For this purpose, contracts similar to the Project refer to contracts which have the same major categories of work, which shall be: <b>CONSTRUCTION OF CONTAINMENT WALL/BANDWALL OF F.O.S.T. &amp; W.O.S.T. AT PALIMBANG DPP.</b>		
7.1	Subcontracting is not allowed.		
10.3	None		
10.4	The key personnel must meet the required minimum years of experience set below:		
	<b>Key Personnel</b>	<b>General Expertise</b>	<b>Relevant Experience</b>
	<b>1 – Project Engineer</b>	Licensed Civil Engineer	At least Five (5) years experience in similar works
	<b>1 - Construction Foreman</b>	B.S. Civil Engineering Graduate	At least three (3) years experience in similar works
		Civil Engineering Technology Graduate	At least five (5) years experience in similar works
		Non-graduate	At least five (5) years working experience in similar works
	<b>1 - Construction Safety and Health Officer (SO2)</b>	Construction Safety Officer 2	At least forty (40) hours of Construction Safety and Health (COSH) Training from Occupational Safety and Health Center (OSHC) or Safety Training Organizations (STOs) accredited by the Department of Labor and Employment (DOLE). Must be present during the whole duration of the project)
	<b>One (1) Electrician</b>	NCII	At least three (3) years experience in Electrical works.

	<p>Valid Professional Regulation Commission (PRC) license for professional personnel; Certificate of Training with accreditation from DOLE for the Construction Safety &amp; Health Officer shall be submitted and included as an attachment in the Standard Form NPCSF-INFR-05: List of Key personnel Proposed to be Assigned to the Contract. <u>Diploma and/or Service Record/Certificate of Employment of previous and/or current employer for Construction Foreman, Welders, Electricians, and Fire Alarm Protection System Technician shall be submitted during post qualification by the winning bidder.</u></p> <p>Project Engineer or Foreman and Construction Safety &amp; Health Officer maybe one person, as long as he meets the requirements of the two positions. Provided however, that there is no overlapping of projects undertaken by the same contractor and supervised by the same person.</p> <p>The above key personnel must be either employed by the applicant or contracted by the applicant to be employed for the contract to be bid.</p>										
10.5	<p>The minimum major equipment requirements are the following:</p> <table border="1"> <thead> <tr> <th><u>Equipment</u></th> <th><u>Capacity</u></th> <th><u>Number of Units</u></th> </tr> </thead> <tbody> <tr> <td>Installation/ Assembly Tools</td> <td>Adequate to project needs</td> <td>As necessary</td> </tr> <tr> <td>Power Tools and Accessories</td> <td>Adequate to project needs</td> <td>As necessary</td> </tr> </tbody> </table>		<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>	Installation/ Assembly Tools	Adequate to project needs	As necessary	Power Tools and Accessories	Adequate to project needs	As necessary
<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>									
Installation/ Assembly Tools	Adequate to project needs	As necessary									
Power Tools and Accessories	Adequate to project needs	As necessary									
12	N/A										
15.1	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <p>a. The amount of not less than <b>PHP 9,000.00 (2% of ABC)</b>, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</p> <p>b. The amount of not less than <b>PHP 22,500.00 (5% of ABC)</b>, if bid security is in Surety Bond.</p>										
19.2	Partial bids are not allowed.										
20	<p>Additional documents to be submitted during Post-Qualification:</p> <ol style="list-style-type: none"> <li>1. Other appropriate licenses and permits required by law and stated in the Bidding documents. <ol style="list-style-type: none"> <li>a. Original Bank Statement year ending prior to bid opening</li> <li>b. Valid PhilGEPS Registration (Platinum Membership)</li> </ol> </li> </ol>										

	<ul style="list-style-type: none"> <li>c. Valid Tax Clearance</li> <li>d. Quarterly Income Tax Returns filed and paid through the BIR Electronic Filing and Payment System (eFPS)</li> <li>e. Board of Accountancy (BOA) Certificate</li> </ul> <p>2. Contract and/or Notice of Award as supporting documents for NPC Form No. NPCSF-INFR-01, if applicable</p>
21	<p>Additional contract documents relevant to the Project that may be required by existing laws and/or the Procuring Entity, <u>prior to contract signing</u>, such as:</p> <ul style="list-style-type: none"> <li>a) Approved construction schedule and S-curve</li> <li>b) Approved manpower schedule</li> <li>c) Construction methods</li> <li>d) Approved equipment utilization schedule</li> <li>e) Construction safety and health program approved by the DOLE</li> <li>f) Approved Project Evaluation Review Technique/Critical Path Method (PERT/CPM)</li> </ul>

## ***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.

## 2. Sectional Completion of Works

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

## 3. Possession of Site

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

## 4. The Contractor's Obligations

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

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

## **5. Performance Security**

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

## **6. Site Investigation Reports**

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

## **7. Warranty**

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

## **8. Liability of the Contractor**

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

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

## 9. Termination for Other Causes

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

## 10. Dayworks

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

## 11. Program of Work

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

## 12. Instructions, Inspections and Audits

The Contractor shall permit the GOP or the Procuring Entity to inspect the Contractor’s accounts and records relating to the performance of the Contractor and to have them audited by auditors of the GOP or the Procuring Entity, as may be required.

## 13. Operating and Maintenance Manuals

- 13.1. If required, the Contractor will provide “as built” Drawings and/or operating and maintenance manuals as specified in the **SCC**.
- 13.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity’s Representative’s



BID DOCUMENTS

SECTION IV- GENERAL CONDITIONS OF CONTRACT

approval, the Procuring Entity's Representative may withhold the amount stated in the **SCC** from payments due to the Contractor.

## ***Section V. Special Conditions of Contract***

<b>GCC Clause</b>	
2	<b>Sectional completion is not specified.</b>
4.1	The <b>Procuring Entity</b> shall give possession of the Site to the Contractor <i>on the start date.</i>
6	The site investigation reports are: <b>NONE</b>
7.2	<i>Fifteen (15) years</i>
10	<b>Dayworks are not applicable to the contract.</b>
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative <b>upon contract signing</b> or within <b>three (3)</b> days of delivery of the Notice of Award.
14	No further instruction.
15.1	The date by which operating and maintenance manuals are required is <b>upon completion of the project.</b>  The date by which "as built" drawings are required is <b>upon completion of the project.</b>
15.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is <b>one hundred percent (100%) of the final billing.</b>

## *Section VI. Specifications*

**CONSTRUCTION OF CONTAINMENT WALL/BANDWALL OF F.O.S.T. & W.O.S.T.  
AT PALIMBANG DPP.**

# TECHNICAL SPECIFICATIONS

## 1. PROJECT DURATION AND LOCATION

*Sixty (60) Calendar Days from the Date of Receipt of the Notice to Proceed.*

*The project is located within the NPC- Palimbang Diesel Power Plant, Brgy. Baranayan, Palimbang, Sultan Kudarat.*

## 2. SCOPE OF WORKS

### A. STRUCTURAL / INSTALLATION WORKS

## 3. GENERAL SITE REQUIREMENTS

### MOBILIZATION

The Contractor shall secure clearance from the NPC – Palimbang DPP Plant in Charge to start of work and for the issuance of worker's Identification Card (I.D.). Upon approval, the Contractor shall bring to the site all necessary tools, equipment and other incidentals necessary for the proper execution of all the activities. He shall construct bunkhouse for the workmen and for the storage of all the construction materials on designated approved location.

#### i. SCOPE

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

##### i. Moving-in

The contractor shall bring to the site all his necessary construction equipment and plant and install all stationary construction equipment and plant at location and in the manner approved by the NPC. The Contractor shall submit sufficient detailed plans showing the proposed location of such stationary equipment and plant and other pertinent data. No installation of such stationary equipment shall be undertaken unless the corresponding plans have been approved by the NPC.

**ii. Contractor's Camp Facilities**

The Contractor shall provide and grade his camp site, construct his camp, warehouse, machine and repair shops and provide such related facilities and sanitary conveniences that the Contractor deems necessary for maintaining health, peace and order in the camp and work areas. The areas that may be used by the Contractor within the plant site shall be designated by the NPC.

The Contractor shall provide, maintain and operate, under competent direction, such camps and facilities as are necessary for the housing, feeding and accommodation of his employees.

**iii. Water Supply**

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

**iv. Fire Protection**

The Contractor shall observe all necessary precautions against fire, shall provide and maintain at his own expense, portable fire-fighting equipment he may deem necessary, and shall comply with all applicable laws of the Philippines relating thereto.

In the event of an uncontrollable fire occurring in the area of the Contractor's operation, the Contractor shall have to extinguish the fire immediately at his own expense, to the full extent of the manpower and equipment employed under the contract at the time of the fire.

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

**v. Construction Power**

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

**vi. Camp Security**

The Contractor shall provide his own security force to the extent that he deems necessary for maintaining peace and order in the camp and work areas and to safeguard materials and equipment. Nothing under the provisions of this paragraph shall relieve the Contractor from full responsibility for the maintenance of peace and order and protection of life and property in all areas where he operates.

**vii. Construction Material Storage**

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

warehouse(s) shall be specifically for this contract, notwithstanding his other facilities in the site that may serve the purpose.

**viii. Removal of Camp and Construction Facilities**

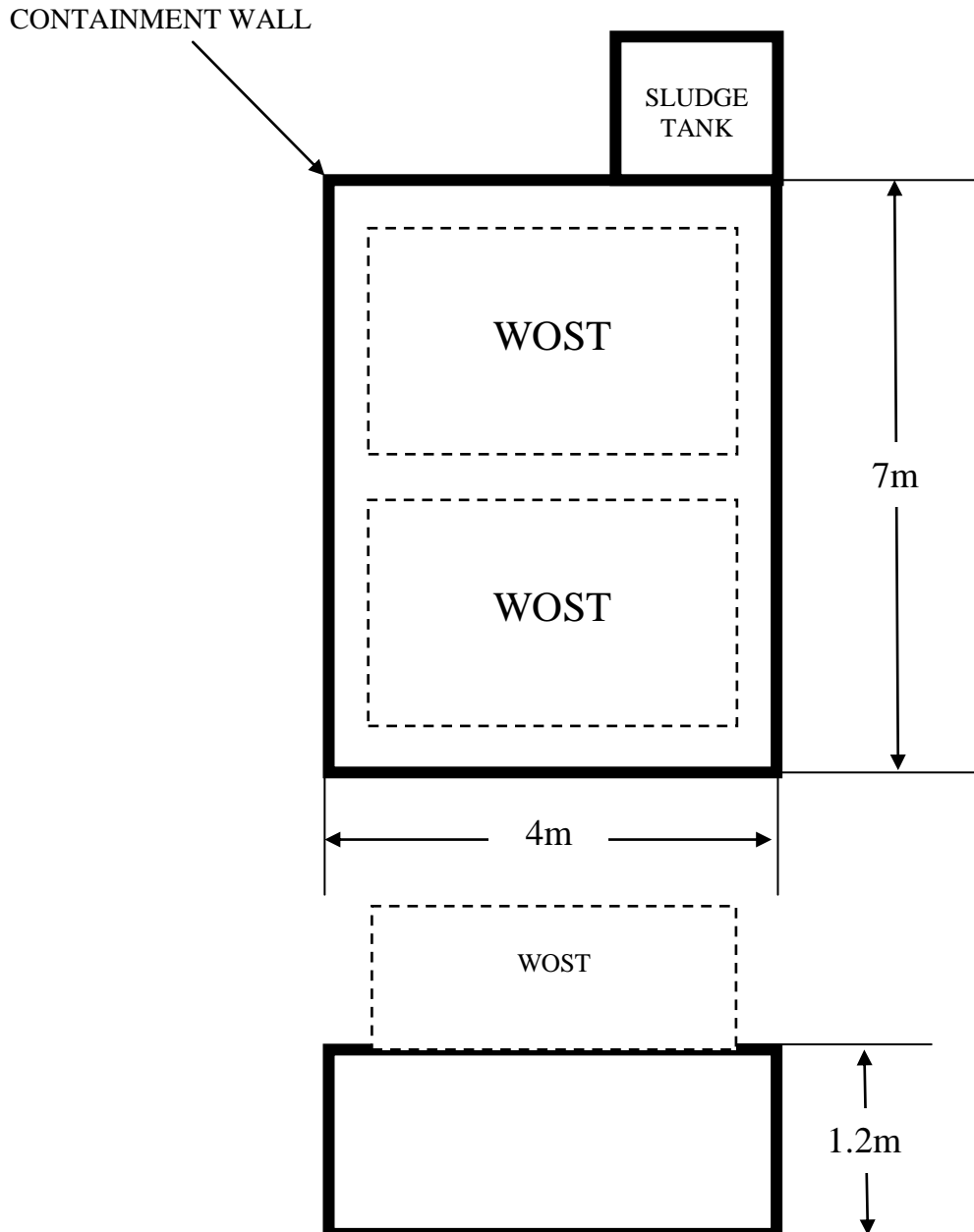
After the completion of the work covered by the contract and prior to acceptance of the completed work, the entire camp facilities of the Contractor, including its water supply system, electric distribution system, quarters, warehouses, shops, dining halls, commissaries, temporary shed and other facilities therein shall be removed by the Contractor. The site shall be cleared and cleaned as directed by the NPC.

**I. CONSTRUCTION OF CONTAINMENT WALL/BANDWALL OF F.O.S.T. & W.O.S.T. AT PALIMBANG DPP (S3-PLM23-034)****A. STRUCTURAL / INSTALATION WORKS****SCOPE OF WORK**

The work to be undertaken under this Section shall include all labor, materials, equipment, plant and other facilities and the satisfactory performance of all work necessary to complete all concrete work shown on the drawings and specified herein..

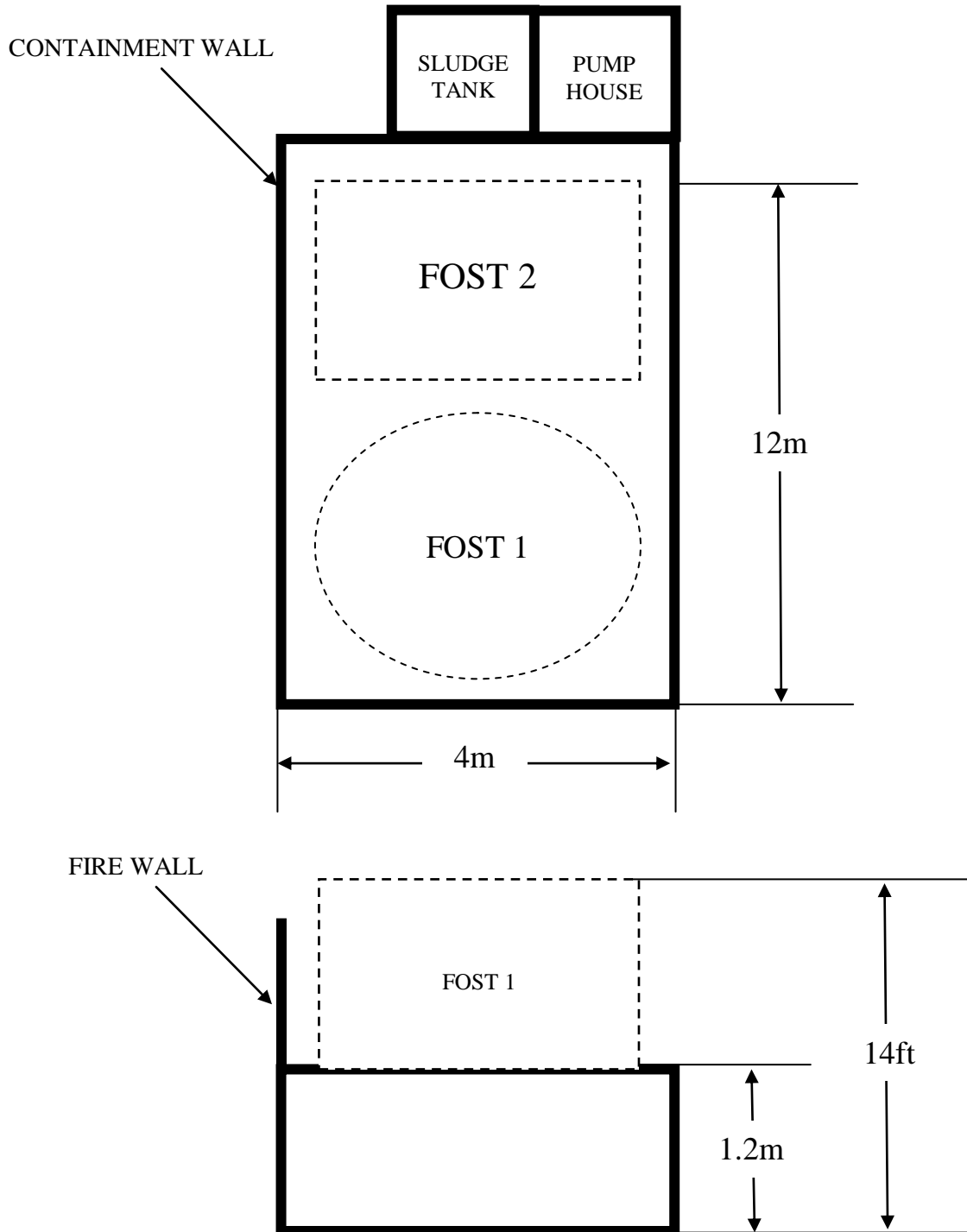
1. Clearing & lay-out of fuel storage tanks and waste storage tanks.
2. Installation of CHB for containment wall for fuel storage tank (12m x 5m) and waste storage tank (7m x 4m) with a height of 1.2m from the base of the tank.
3. Installation of fire wall at guardhouse area with a height of 14ft.
4. Plastering inner & outer side of container wall.
5. Installation of outlet pipe and valve of the containment wall.
6. Installation of sludge tank.
7. Dispose all waste materials.

## *Section VII. Drawings*





BID DOCUMENTS  
SECTION IX- CHECKLIST OF TECHNICAL AND  
FINANCIAL DOCUMENTS



## ***Section VIII. Bill of Quantities***

ITEM NO.	DESCRIPTION OF WORK OR MATERIALS	WORK TO BE DONE	ESTIMATED QUANTITY	UNIT	UNIT PRICE IN PESOS (In words & figures)	TOTAL AMOUNT (In figures)
GIBUSONG DPP PREFABRICATED WAREHOUSE						
1	Structural Fill (Earth Fill)	Furnish, Place, Spread & Compact	0.3	cu.m.	(P _____)	P _____
2	Structural Fill ( Sand Cushion )	Furnish, Place, Spread & Compact	0.3	cu.m.	(P _____)	P _____
3	Structural Fill ( Crushed Stone )	Furnish, Place, Spread & Compact	0.2	cu.m.	(P _____)	P _____
4	Concrete (20.7 MPa)	Furnish, Place	12.0	bag	(P _____)	P _____
5	Structural (Installation and Assembly)	Install, Place	1.0	lot	(P _____)	P _____
5	Finishing Works	Furnish & Place	1.0	lot	(P _____)	P _____

## ***Section IX. Checklist of Technical and Financial Documents***

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

#### Legal Documents

- (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages); If there is/are expired in its Annex A documents, submit the updated/renewed one
- or**
- (b) Registration Certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document;
- and**
- (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
- and**
- (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

#### Technical Documents

- (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid, using NPC-MinGen Standard Form No. ***NPCSF-INFR-01***:
- and**
- (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided under the rules, using NPC-MinGen Standard Form No. ***NPCSF-INFR-02*** supported with the following documents:
- *Contract and/or Notice to Proceed;*
  - *For project completed within the year, submit Certificate of Completion;*
  - *For project completed after the lapse of one year, submit Owner's Certificate of Final Acceptance issued by the project owner other than the contractor, or a final rating of at least Satisfactory in the Constructor's Performance Evaluation System (CPES);*
  - *In case of contracts with the private sector, an equivalent document (Ex. Official receipt) shall be submitted.*
- Or (If No SLCC)**
- Certification that the bidder under Small A and Small B categories that they have no similar experience on the contract to be bid such that they are allowed to bid if the cost of such contract is not more than the Allowable

Range of Contract Cost (ARCC) of their registration based on the guidelines as prescribed by the PCAB, using NPC-Standard Form No. ***NPCSF-INFR-02a***:

**An**

- (g) Philippine Contractors Accreditation Board (PCAB) License;  
*License Category: **C or D - General Building***  
*Registration Classification: **Small B-Buildings and Industrial Plant***  
**or**  
Special PCAB License in case of Joint Ventures;  
**and** registration for the type and cost of the contract to be bid; **and**
- (h) Original copy of Bid Security. If in the form of a Surety Bond, using NPC-Standard Form No. ***NPCSF-INFR-03a***, submit also a certification issued by the Insurance Commission;  
**or**  
Original copy of Notarized Bid Securing Declaration using NPC-Standard Form No. ***NPCSF-INFR-03b***; **and**
- (i) Project Requirements, which shall include the following:
- a. Organizational chart for the contract to be bid using NPC-Standard Form No. ***NPCSF-INFR-04***;
  - b. List of contractor's key personnel (*e.g.*, Project Manager, Project Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, *with their complete qualification and experience data*, using NPC-Standard Form No. ***NPCSF-INFR-05, 6a, 6b & 07***;
  - c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, *supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project*, as the case may be, using NPC-Standard Form No. ***NPCSF-INFR-08*** and its supporting documents
- (j) Site Inspection Certificate issued by Plant/Department Manager or his authorized representative.
- (k) Original duly signed Omnibus Sworn Statement (OSS) using any of the following NPC- Standard Forms No.:
- NPCSF-INFR-09a – for Sole Proprietorship;***  
**Or**  
***NPCSF-INFR-09b – for Partnership/Cooperative/Corporation/ Joint Venture with the following supporting documents:***
- and** if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

*Financial Documents*

- (l) 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; **and**

- (m) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC) using NPC-Standard Form No. ***NPCSF-INFR-10***.

***Class "B" Documents***

- (n) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence, using NPC-Standard Form No. ***NPCSF-INFR-11***;

**OR**

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

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

- (o) Original of duly signed (each and every page) and accomplished Financial Bid Form using NPC-Standard Form No. ***NPCSF-INFR-12***; **and**

**Other documentary requirements under RA No. 9184**

- (p) Original of duly signed (each and every page) Bid Prices in the Bill of Quantities using given form in *Section VIII*; **and**
- (q) Duly signed (each and every page) and accomplished Detailed Estimates Form using NPC-Standard Form No. ***NPCSF-INFR-13***, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid using NPC form ***NPCSF-INFR-14***; **and**
- (r) Cash Flow by Quarter (duly signed each and every page)

## STANDARD BIDDING FORMS NPC-SPUG

- NPCSF-INFR-01 - List of all Ongoing Government & Private Construction Contracts Including Contracts Awarded but not yet Started
- NPCSF-INFR-02 - Statement of the Bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid
- NPCSF-INFR-02a - Sworn Statement for Small A & Small B Contractor Without Similar Experience (*Used only if Bidder has no SLCC*)
- NPCSF-INFR-03a - Form of Bid Security : Surety Bond
- NPCSF-INFR-03b - Bid Securing Declaration Form
- NPCSF-INFR-04 - Contractor's Organizational Chart for the Project
- NPCSF-INFR-05 - List of Key Personnel Proposed to be Assigned to the Project
- NPCSF-INFR-6a - Key Personnel's Certificate of Employment (Professional Personnel)
- NPCSF-INFR-6b - Key Personnel's Certificate of Employment (Construction Safety and Health Practitioner)
- NPCSF-INFR-07 - Key Personnel's Bio-Data
- NPCSF-INFR-08 - List of Equipment, Owned or Leased and/or under Purchase Agreement, Pledged to the Proposed Project
- NPCSF-INFR-09a - Omnibus Sworn Statement (Sole Proprietorship)
- NPCSF-INFR-09b - Omnibus Sworn Statement (Partnership/ Cooperative/Corporation//Joint Venture)
- NPCSF-INFR-10 - Computation of Net Financial Contracting Capacity (NFCC)
- NPCSF-INFR-11 - Joint Venture Agreement
- NPCSF-INFR-12 - Bid Form
- NPCSF-INFR-13 - Detailed Cost Estimate Form
- NPCSF-INFR-14 - Summary Sheets of Materials Prices, Labor Rates and Equipment Rental Rates

BID DOCUMENTS  
SECTION IX- CHECKLIST OF TECHNICAL AND  
FINANCIAL DOCUMENTS

NAME OF PROJECT: CONSTRUCTION OF CONTAINMENT  
WALL/BANDWALL OF F.O.S.T. & W.O.S.T. AT PALIMBANG DPP.  
PR NO./REF. NO.: S3-PLM23-034

Standard Form Number : NPCSF-INFR-01

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

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

Name of Contract/Location/ Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Contractor's Role		a. Date Awarded b. Date Started c. Date of Completion	% of Accomplishment		Value of Outstanding Works
			Description	%		Planned	Actual	
<u>Government</u>								
<u>Private</u>								
						Total Cost		

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

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

Submitted by : \_\_\_\_\_  
(Printed Name & Signature)  
Designation : \_\_\_\_\_  
Date : \_\_\_\_\_



Standard Form Number : NPCSF-INFR-02

**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	%		

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

1. Contract and Notice to Proceed
2. Certificate of Completion (for project completed within the year), or Owner's Certificate of Final Acceptance (for project completed after the lapse of one year) issued by the project owner other than the contractor, or a final rating of at least Satisfactory in the Constructor's Performance Evaluation System (CPES). In case of contracts in the private sector, an equivalent document (Ex. Official Receipt) shall be accepted.

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

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

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

Standard Form No: NPCSF-INFR-02a

**SWORN STATEMENT  
(Small A and Small B Contractor  
Without Similar Experience)**

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

I/We, (Name of Bidder/ Bidder's Authorized Representative), have carefully examined the track record of (Name of the Bidder's Company) and as of the date of this certificate it appears that there are no verified similar experience with respect to the project to be bid or to the major categories of work stated in the BDS.

[Name of Bidder's Company] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the record documents pertinent to our track record which may include verification and confirmation with relevant government agencies and private entities.

[Name of Bidder's Company] understand that if this statement is found to be false during Bid Evaluation, Post-qualification or the execution of the Contract, this act may be regarded as fraudulent and may render the Bidder or Contractor liable for prosecution subject to the provisions of ITB 4.0.

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

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

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

Standard Form No: NPCSF-INFR-03a

### 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 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 Instruction to Bidders;

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

PROVIDED HOWEVER, that the Surety shall not be:

- a) Liable for a 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.

BID DOCUMENTS  
SECTION IX- CHECKLIST OF TECHNICAL AND  
FINANCIAL DOCUMENTS

*Standard Form No: NPCSF-INFR-03a*

*Page 2 of 2*

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

PRINCIPAL \_\_\_\_\_  
SIGNATURE(S) \_\_\_\_\_  
NAME(S) AND TITLE (S) \_\_\_\_\_  
SEAL \_\_\_\_\_

SURETY \_\_\_\_\_  
SIGNATURE(S) \_\_\_\_\_  
NAME(S) \_\_\_\_\_  
SEAL \_\_\_\_\_

Standard Form No: NPCSF-INFR-03b

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

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

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

I/We, the undersigned, declare that:

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

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

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

**[Jurat]**

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

*Standard Form No: NPCSF-INFR-04*

### **CONTRACTOR'S ORGANIZATIONAL CHART FOR THE CONTRACT**

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

Attach the required Proposed Organizational Chart for the Contract as stated above

#### **NOTES:**

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

SECTION IX- CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS

PPR NO./REF. NO.: S3-PLM23-034

Standard Form Number : NPCSF-INFR-05

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

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

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

*Required Attachments:*

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

Submitted by: \_\_\_\_\_  
 (Printed name & Signature)

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

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

One of the requirements from the bidder to be included in its Technical Envelope is a list of contractor's key personnel (based on the minimum key personnel required in the bidding documents) to be assigned to the contract to be bid, with their complete qualification and experience data (including the key personnel's signed written commitment to work for the project once awarded the contract).

**KEY PERSONNEL'S CERTIFICATE OF EMPLOYMENT  
(PROFESSIONAL PERSONNEL)**

Issuance Date \_\_\_\_\_

**ENGR. YAHC OB H. DARAYAN**  
National Power Corporation  
SPUG Mindanao  
Mintal, Tugbok Dist., Davao City

Dear Sir:

I am (Name of Nominee) a Licensed \_\_\_\_\_ Engineer with  
Professional License No. \_\_\_\_\_ Issued on \_\_\_\_\_ at \_\_\_\_\_  
(date of issuance) (place  
of issuance) \_\_\_\_\_ .

I hereby certify that (Name of Bidder) Has engaged my services as  
(Designation) for the (Name of Project) , if awarded to it.

As (Designation) , I supervised the following completed projects  
Similar to the contract under bidding:

NAME OF PROJECT	OWNER	COST	DATE COMPLETED
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

At present, I am supervising the following projects:

NAME OF PROJECT	OWNER	COST	DATE COMPLETED
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

In case of my separation for any reason whatsoever from the above-mentioned Contractor, I shall notify the National Power Corporation at least twenty one (21) days before the effective date of separation.

As (Designation) , I know I will have to stay in the job site all the time to supervise and manage the Contract works to the best of my ability, and aware that I am authorized to handle only one (1) contract at a time.

*One of the requirements from the bidder to be included in its Technical Envelope is a list of contractor's key personnel (viz. Project Manager, Project Engineer, Safety & Health Practitioner, Foremen, etc.), to be assigned to the contract to be bid, with their complete qualification and experience data (including the key personnel's signed written commitment to work for the project once awarded the contract).*



I do not allow the use of my name for the purpose of enabling the above-mentioned Contractor to qualify for the Contract without any firm commitment on my part to assume the post of (Designation) therefore, if the contract is awarded to him since I understand that to do so will be a sufficient ground for my disqualification as (Designation) in any future National Power Corporation bidding or employment with any Contractor doing business with the National Power Corporation.

\_\_\_\_\_  
(Name and Signature)  
AFFIANT

REPUBLIC OF THE PHILIPPINES )  
City/Municipality of \_\_\_\_\_ )S.S.

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_, day of \_\_\_\_20\_\_\_\_, affiant exhibiting to me his/her Community Tax Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_, Philippines.

Notary Public  
Until 31 December 20 \_\_\_\_\_  
PTR No. \_\_\_\_\_  
Issued at: \_\_\_\_\_  
Issued on: \_\_\_\_\_  
TIN No. \_\_\_\_\_

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_

*One of the requirements from the bidder to be included in its Technical Envelope is a list of contractor's key personnel (viz. Project Manager, Project Engineer, Safety & Health Practitioner, Foremen, etc.), to be assigned to the contract to be bid, with their complete qualification and experience data (including the key personnel's signed written commitment to work for the project \_\_\_\_\_ once \_\_\_\_\_ awarded \_\_\_\_\_ the \_\_\_\_\_ contract).*

**KEY PERSONNEL'S CERTIFICATE OF EMPLOYMENT  
(CONSTRUCTION SAFETY AND HEALTH PRACTITIONER)**

Issuance Date \_\_\_\_\_

**THE VICE PRESIDENT**

National Power Corporation  
Mindanao Generation  
Maria Cristina, Iligan City

Dear Sir:

I am (Name of Nominee) a Licensed \_\_\_\_\_ Engineer with Professional License No. \_\_\_\_\_ Issued on \_\_\_\_\_ at \_\_\_\_\_ (date of issuance) \_\_\_\_\_ (place of issuance) \_\_\_\_\_.

I hereby certify that (Name of Bidder) Has engaged my services as (Designation) for the (Name of Project), if awarded to it.

As (Designation), I supervised the following completed projects Similar to the contract under bidding:

NAME OF PROJECT	OWNER	COST	DATE COMPLETED
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

At present, I am supervising the following projects:

NAME OF PROJECT	OWNER	COST	DATE COMPLETED
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

In case of my separation for any reason whatsoever from the above-mentioned Contractor, I shall notify the National Power Corporation at least twenty one (21) days before the effective date of separation.

As Safety and Health Practitioner, I know I will have to stay in the job site all the time and aware that I am authorized to handle only one (1) contract at a time.

*One of the requirements from the bidder to be included in its Technical Envelope is a list of contractor's key personnel (viz. Project Manager, Project Engineer, Safety & Health Practitioner, Foremen, etc.), to be assigned to the contract to be bid, with their complete qualification and experience data (including the key personnel's signed written commitment to work for the project once awarded the contract).*

I do not allow the use of my name for the purpose of enabling the above-mentioned Contractor to qualify for the Contract without any firm commitment on my part to assume the post of Safety and Health Practitioner, if the contract is awarded to him since I understand that to do so will be a sufficient ground for my disqualification as Safety and Health Practitioner in any future National Power Corporation bidding or employment with any Contractor doing business with the National Power Corporation.

\_\_\_\_\_  
(Name and Signature)  
AFFIANT

REPUBLIC OF THE PHILIPPINES )  
City/Municipality of \_\_\_\_\_ )S.S.

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_, day of \_\_\_\_20\_\_\_\_,  
affiant exhibiting to me his/her Community Tax Certificate No. \_\_\_\_\_ issued on  
\_\_\_\_\_ at \_\_\_\_\_, Philippines.

Notary Public  
Until 31 December 20 \_\_\_\_\_  
PTR No. \_\_\_\_\_  
Issued at: \_\_\_\_\_  
Issued on: \_\_\_\_\_  
TIN No. \_\_\_\_\_

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_

*One of the requirements from the bidder to be included in its Technical Envelope is a list of contractor's key personnel (viz. Project Manager, Project Engineer, Safety & Health Practitioner, Foremen, etc.), to be assigned to the contract to be bid, with their complete qualification and experience data (including the key personnel's signed written commitment to work for the project once awarded the contract).*

**KEY PERSONNEL  
(FORMAT OF BIO-DATA)**

Give the detailed information of the following personnel who are scheduled to be assigned as full-time staff for the project. Fill up a form for each person.

- 1. Name : \_\_\_\_\_
  - 2. Date of Birth : \_\_\_\_\_
  - 3. Nationality : \_\_\_\_\_
  - 4. Education and Degrees : \_\_\_\_\_
  - 5. Specialty : \_\_\_\_\_
  - 6. Registration : \_\_\_\_\_
  - 7. Length of Service with the Firm : \_\_\_\_\_
- |      |       |          |              |
|------|-------|----------|--------------|
| Year |       |          |              |
| from | _____ | (months) | _____ (year) |
| To   | _____ | (months) | _____ (year) |
- 8. Years of Experience : \_\_\_\_\_

9. If item 7 is less than the required number of years stated in BDS Section III- ITB Clause 12.1(b)(ii.2), give name and length of service with previous employers to satisfy the required number of years of experience within the last ten (10) years (attached additional sheet/s), if necessary:

<u>Name and Address of Employer</u>	<u>Length of Service</u>
	Year(s) from _____ to _____
	Year(s) from _____ to _____
	Year(s) from _____ to _____

**10. Experience:**

This should cover the past ten (10) years of experience. (Attached as many pages as necessary to show involvement of personnel in projects using the format below).

*One of the requirements from the bidder to be included in its Technical Envelope is a list of contractor's key personnel (viz. Project Manager, Project Engineer, Safety & Health Practitioner, Foremen, etc.), to be assigned to the contract to be bid, with their complete qualification and experience data (including the key personnel's signed written commitment to work for the project once awarded the contract).*

1. Name : \_\_\_\_\_
2. Name and Address of Owner : \_\_\_\_\_
3. Name and Address of the Owner's Engineer (Consultant) : \_\_\_\_\_
4. Indicate the Features of Project (particulars of the project components and any other particular interest connected with the project) : \_\_\_\_\_
5. Contract Amount Expressed in Philippine Currency : \_\_\_\_\_
6. Position : \_\_\_\_\_
7. Structures for which the employee was responsible : \_\_\_\_\_
8. Assignment Period : from \_\_\_\_\_ (months) \_\_\_\_\_ (years)  
to \_\_\_\_\_ (months) \_\_\_\_\_ (years)

\_\_\_\_\_  
**Name and Signature of  
Employee**

It is hereby certified that the above personnel can be assigned to this project, if the contract is awarded to our company.

\_\_\_\_\_  
**(Place and Date)**

\_\_\_\_\_  
**(The Authorized Representative)**

*One of the requirements from the bidder to be included in its Technical Envelope is a list of contractor's key personnel (viz. Project Manager, Project Engineer, Safety & Health Practitioner, Foremen, etc.), to be assigned to the contract to be bid, with their complete qualification and experience data (including the key personnel's signed written commitment to work for the project once awarded the contract).*

BID DOCUMENTS  
SECTION IX- CHECKLIST OF TECHNICAL AND  
FINANCIAL DOCUMENTS

Standard Form Number : NPCSF-INFR - 08

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

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

Description	Model/Year	Capacity/ Performance / Size	Plate No.	Motor No. / Body No.	Location	Condition	Proof of Ownership / Lessor or Vendor
<b>A. Owned</b>							
i.							
ii.							
iii.							
iv.							
<b>B. Leased</b>							
i.							
ii.							
iii.							
iv.							
<b>C. Under Purchased Agreements</b>							
i.							
ii.							
iii.							
iv.							

Submitted by: \_\_\_\_\_  
(Printed name & Signature)

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

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

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

**Omnibus Sworn Statement (Revised)**  
(SOLE PROPRIETORSHIP)

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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. I am the sole proprietor or authorized representative of [Name of Bidder] with office address at [address of Bidder];
2. As the owner and sole proprietor, or authorized representative of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the National Power Corporation-Mindanao Generation, as shown in the attached duly notarized Special Power of Attorney;
3. [Name of Bidder] is not “blacklisted” or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting:**
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. The owner or sole proprietor is not related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;

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

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

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

*[Insert signatory's legal capacity]*  
Affiant

**[Jurat]**

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



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

---

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. I am the duly authorized and designated representative of [Name of Bidder] with office address at [address of Bidder];
2. I am granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for [Name of the Project] of the National Power Corporation-Mindanao Generation, as shown in the attached [state title of attached document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)];
3. [Name of Bidder] is not "blacklisted" or barred from bidding by the Government of the Philippines or any of its agencies, offices, corporations, or Local Government Units, foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the Government Procurement Policy Board, **by itself or by relation, membership, association, affiliation, or controlling interest with another blacklisted person or entity as defined and provided for in the Uniform Guidelines on Blacklisting**;
4. Each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;
5. [Name of Bidder] is authorizing the Head of the Procuring Entity or its duly authorized representative(s) to verify all the documents submitted;
6. *[If a partnership or cooperative:]* None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

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

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

**[Jurat]**

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

**NET FINANCIAL CONTRACTING CAPACITY (NFCC)**

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

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

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

NFCC = [(Current assets minus current liabilities) 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 Bidder/Contractor

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

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

**JOINT VENTURE AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

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

- and -  
 \_\_\_\_\_, of legal age,  (civil status) , authorized representative of  
 \_\_\_\_\_ and 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 FIRM**

**CAPITAL CONTRIBUTION**

That the capital contribution of each member firm:

NAME OF FIRM	CAPITAL CONTRIBUTION
1.	PHP
2.	PHP

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

\_\_\_\_\_

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

**ACKNOWLEDGEMENT**

BEFORE ME, a Notary Public for and in \_\_\_\_\_, Philippines, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_, authorized representative, of \_\_\_\_\_ with Community Tax Certificate No. \_\_\_\_\_, issued at \_\_\_\_\_, on \_\_\_\_\_, AND \_\_\_\_\_ authorized representative, of \_\_\_\_\_ with Community Tax Certificate No. \_\_\_\_\_, issued at \_\_\_\_\_, on \_\_\_\_\_ known to me to be the same person who executed the foregoing instrument consisting of two (2) pages, including the page whereon the acknowledgements are written, all pages signed by both parties and their instrumental witnesses and they acknowledged before me that the same are their free and voluntary acts and deeds and that of the Corporations they represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

Notary Public  
Until 31 December 20 \_\_\_\_\_  
PTR No. \_\_\_\_\_  
Issued at: \_\_\_\_\_  
Issued on: \_\_\_\_\_  
TIN No. \_\_\_\_\_

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of \_\_\_\_\_

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

## Bid Form for the Procurement of Infrastructure Projects

### BID FORM

---

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

Project Identification No. : \_\_\_\_\_

To: **Engr. Yahcob H. Darayan**  
National Power Corporation  
SPUG Mindanao  
Mintal, Tugbok Dist., Davao City

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

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: [insert name of contract];
- b. We offer to execute the Works for this Contract in accordance with the PBDs;
- c. The total price of our Bid in words and figures, excluding any discounts offered below is: [insert information];
- d. The discounts offered and the methodology for their application are: [insert information];
- e. The total bid price includes the cost of all taxes, such as, but not limited to: [specify the applicable taxes, e.g. (i) value added tax (VAT), (ii) income tax, (iii) local taxes, and (iv) other fiscal levies and duties], which are itemized herein and reflected in the detailed estimates,
- f. Our Bid shall be valid within the a period stated in the PBDs, and it shall remain binding upon us at any time before the expiration of that period;
- g. If our Bid is accepted, we commit to obtain a Performance Security in the amount of [insert percentage amount] percent of the Contract Price for the due performance of the Contract, or a Performance Securing Declaration in lieu of the the allowable forms of Performance Security, subject to the terms and conditions of issued GPPB guidelines<sup>1</sup> for this purpose;
- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;
- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and

Standard Form No: NPCSF-INFR-12

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<sup>1</sup> currently based on GPPB Resolution No. 09-2020

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

Name: \_\_\_\_\_

Legal Capacity: \_\_\_\_\_

Signature: \_\_\_\_\_

Duly authorized to sign the Bid for and behalf of: \_\_\_\_\_

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

BID DOCUMENTS  
SECTION IX- CHECKLIST OF TECHNICAL AND  
FINANCIAL DOCUMENTS

*Standard Form Number : NPCSF-INFR - 13*

**DETAILED COST ESTIMATE FORM**

Name of Bidde : \_\_\_\_\_

Item No.	Item Description	Unit of Measure	Direct Cost			Mark-Up		VAT	Unit Cost	Total Price
			Materials	Labor	Equipment	OCM	Profit			

\_\_\_\_\_  
Name, Signature of Authorized Representative

\_\_\_\_\_  
Designation



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

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

---

**I. Unit Prices of Materials**

Materials Description	Unit	Unit Price
-----------------------	------	------------

**II. Manpower Hourly Rates**

Designation	Rate/Hr.
-------------	----------

**III. Equipment Hourly Rental Rates**

Equipment Description	Rental Rate/Hr.
-----------------------	-----------------

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Name, Signature of Authorized Representative

---

Designation

**Performance Securing Declaration (Revised)**

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

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

**PERFORMANCE SECURING DECLARATION**

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

I/We, the undersigned, declare that:

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

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

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

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

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

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

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### **CONTRACT AGREEMENT**

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

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

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

**Warranty Security, shall likewise form part of the Contract.**

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

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

*[Insert Name and Signature]*

*[Insert Name and Signature]*

*[Insert Signatory's Legal Capacity]*

*[Insert Signatory's Legal Capacity]*

for:

for:

*[Insert Procuring Entity]*

*[Insert Name of Supplier]*

**Acknowledgment**

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

