



NATIONAL POWER CORPORATION

**MinGen**

# **PHILIPPINE BIDDING DOCUMENTS**

**(Procurement of INFRASTRUCTURE PROJECTS)**

**FOR**

**AG5 INSTALLATION OF INTERLINK FENCE  
AROUND THE APPROACH CHANNEL**

**P.R. No.: MG-A5M23-060**

**Contracts Management Office  
Logistics Division**

**Sixth Edition**

**July 2020**

*Rev.3*

## TABLE OF CONTENTS

<b>GLOSSARY OF.....</b>	<b>4</b>
<b>TERMS, ABBREVIATIONS, AND ACRONYMS .....</b>	<b>4</b>
<b>SECTION I. INVITATION TO BID.....</b>	<b>7</b>
<b>SECTION II. INSTRUCTIONS TO BIDDERS.....</b>	<b>11</b>
1. Scope of Bid.....	12
2. Funding Information .....	12
3. Bidding Requirements .....	12
4. Corrupt, Fraudulent, Collusive, Coercive, and Obstructive Practices.....	13
5. Eligible Bidders .....	13
6. Origin of Associated Goods.....	13
7. Subcontracts.....	13
8. Pre-Bid Conference.....	14
9. Clarification and Amendment of Bidding Documents.....	14
10. Documents Comprising the Bid: Eligibility and Technical Components...	14
11. Documents Comprising the Bid: Financial Component.....	15
12. Alternative Bids.....	15
13. Bid Prices.....	15
14. Bid and Payment Currencies.....	15
15. Bid Security .....	15
16. Sealing and Marking of Bids.....	16
17. Deadline for Submission of Bids.....	16
18. Opening and Preliminary Examination of Bids.....	16
19. Detailed Evaluation and Comparison of Bids.....	16
20. Post Qualification .....	17
21. Signing of the Contract.....	17
<b>SECTION III. BID DATA SHEET.....</b>	<b>18</b>
<b>SECTION IV. GENERAL CONDITIONS OF CONTRACT.....</b>	<b>22</b>
1. Scope of Contract.....	23
2. Sectional Completion of Works.....	23
3. Possession of Site.....	23
4. The Contractor's Obligations.....	23
5. Performance Security.....	24

6.	Site Investigation Reports	24
7.	Warranty	24
8.	Liability of the Contractor	24
9.	Termination for Other Causes	24
10.	Dayworks	25
11.	Program of Work	25
12.	Instructions, Inspections and Audits	25
13.	Advance Payment	25
14.	Progress Payments	26
15.	Operating and Maintenance Manuals	26
<b>SECTION V. SPECIAL CONDITIONS OF CONTRACT</b>		<b>27</b>
<b>SECTION VI. SPECIFICATIONS</b>		<b>29</b>
<b>SECTION VII. DRAWINGS</b>		<b>38</b>
<b>SECTION VIII. BILL OF QUANTITIES</b>		<b>41</b>
<b>SECTION IX. CHECKLIST OF TECHNICAL AND FINANCIAL DOCUMENTS</b>		<b>44</b>
<b>FORM OF BID SECURITY (SURETY BOND)</b>		<b>51</b>
<b>CONTRACTOR'S ORGANIZATIONAL CHART FOR THE CONTRACT</b>		<b>55</b>
<b>JOINT VENTURE AGREEMENT</b>		<b>63</b>
<b>BID FORM</b>		<b>66</b>
<b>SUMMARY SHEETS OF MATERIALS PRICES, LABOR RATES AND EQUIPMENT</b>		
<b>RENTAL RATES</b>		<b>69</b>

## *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.**

BID DOCUMENTS

NAME OF PROJECT AG5 INSTALLATION OF INTERLINK FENCE  
AROUND THE APPROACH CHANNEL AT AGUS 5 HEP  
PR NO.: MG-A5M23—060/ REF. NO. : INFRA2023-AG5-029

SECTION I- INVITATION TO BID

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



## Invitation to Bid for *AG5 Installation of Interlink Fence Around Approach Channel*

The *NATIONAL POWER CORPORATION-MINDANAO GENERATION*, through the *approved Corporate Budget of NPC for CY 2023* intends to apply the sum of **Four Million Pesos (PHP4,000,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for ***AG5 Installation of Interlink Fence Around Approach Channel at Agus 5 HEP at Brgy. Ditucalan, Iligan City (INFRA2023-AG5-029)***. Bids received in excess of the ABC shall be automatically rejected at bid opening.

1. The *NATIONAL POWER CORPORATION-MINDANAO GENERATION* 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).
2. 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.
3. Interested bidders may obtain further information from *BAC Secretariat, NATIONAL POWER CORPORATION-MINDANAO GENERATION* and inspect the Bidding Documents at the address given below from *8:00 AM – 5:00 PM Monday to Friday*.
4. A complete set of Bidding Documents may be acquired by interested Bidders **June 5-26, 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 Thousand Pesos (PHP5,000.00)**. The Procuring Entity shall allow the bidder to pay online and present its proof of payment for the fees in person, by facsimile, or through electronic means. For those prospective bidders who wish to pay online, below are the details of the account:

Landbank Account name : NPC GENCO 5 COLLECTIONS FUND

Landbank Account number : 0321-1689-14

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



*Generation Headquarters, Maria Cristina, Iligan City* and/or through videoconferencing/webcasting *via ZOOM*, which shall be open to prospective bidders. Interested online attendees are required to pre-register one (1) day before the scheduled pre-bidding conference. For pre-registration, contact tel. no. (063)-222-3459 or email [logistics\\_afd\\_mingen@napocor.gov.ph](mailto:logistics_afd_mingen@napocor.gov.ph).

6. Bids must be duly received by the BAC Secretariat through manual submission at the office address as indicated below, on or before **June 26, 2023 at 9:30 AM**. Late bids shall not be accepted.
7. All bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 15.
8. Bid opening shall be on **June 26, 2023 at 9:30 AM** at the *Bidding Room, NPC-Mindanao Generation Headquarters, Maria Cristina, Iligan City*. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
9. *This project requires submission of at least:*
  - *Certificate of Site Inspection*
10. The *NATIONAL POWER CORPORATION- MINDANAO GENERATION* reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised Implementing Rules and Regulations (IRR) of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

***BAC Secretariat***

*Contracts Management Office*

*Logistics Division*

*Mindanao Generation Headquarters*

*National Power Corporation*

*Maria Cristina, Iligan City*

*logistics\_afd\_mingen@napocor.gov.ph*

*Tel. No.: (063)222-3459*

*Fax No.: (063)223-8355/(063)223-4604*

*www.napocor.gov.ph*

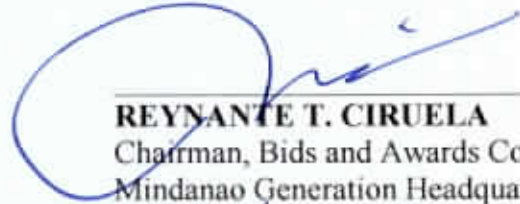
12. You may visit the following websites:

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


BID DOCUMENTS

SECTION I- INVITATION TO BID

NAME OF PROJECT AG5 INSTALLATION OF INTERLINK FENCE  
AROUND THE APPROACH CHANNEL AT AGUS 5 HEP  
PR NO.: MG-A5M23-060/ REF. NO.: INFRA2023-AG5-029



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



**Date of PhilGEPS Publication: June 5, 2023**

NAME OF PROJECT AG5 INSTALLATION OF INTERLINK FENCE  
AROUND THE APPROACH CHANNEL AT AGUS 5 HEP  
PR NO.: MG-A5M23-060/ REF. NO. : INFRA2023-AG5-029

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

## 1. Scope of Bid

The Procuring Entity, *NATIONAL POWER CORPORATION-MINDANAO GENERATION* invites Bids for the *AG5 Instalation of Interlink Fence Around Approach Channel at Agus 5 HEP at Brgy. Ditucalan, Iligan City, with Project Identification Number INFRA2023-AG5-029.*

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 Million Pesos (PHP 4,000,000.00)*
- 2.2. The source of funding is:
  - a. GOCC and GFIs, the proposed Corporate Operating Budget.

## 3. Bidding Requirements

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

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

The Bidder, by the act of submitting its Bid, shall be deemed to have inspected the site, determined the general characteristics of the contracted Works and the conditions for this Project, such as (a) the location and the nature of the work; (b) climatic conditions; (c) transportation facilities; (d) 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 (e) 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 and/or through videoconferencing/webcasting as indicated in paragraph 6 of the IB.

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

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

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

- 10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in Section 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.

BID DATA SHEET

NAME OF PROJECT AG5 INSTALLATION OF INTERLINK FENCE  
AROUND THE APPROACH CHANNEL AT AGUS 5 HEP  
PR NO.: MG-A5M23-060/ REF, NO. : INFRA2023-AG5-029

### *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><u>Construction of Fence</u></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><u>Key Personnel</u></b>	<b><u>General Expertise</u></b>	<b><u>Relevant Experience</u></b>
	1 - Project Engineer	Licensed Civil Engineer	At least five (5) years experience in related works
	1 - Construction Foreman	B.S. Civil Engineering Graduate	At least three (3) years experience in similar works
		Civil Engineering Technology Graduate	At least five (5) years experience in similar works
		Non-graduate	At least five (5) years working experience as Construction Foreman in similar works
	1 - Construction Safety and Health Officer (SO2)	Construction Safety Officer 2	At least forty (40) hours of Construction Safety and Health (COSH) Training from Occupational Safety and Health Center (OSHC) or Safety Training Organizations (STOs) accredited by the Department of Labor and Employment (DOLE). Must be present during the whole duration of the project)
	2 - Welders	NC-II	At least three (3) years experience in Welding works

	<p><b><i>The following key personnel information indicated above must be included in Standard Form NPCMGNST-INFR-05; List of Key personnel Proposed to be Assigned to the Contract. Filled up Standard Form NPCMGNST-INFR-05 must be included in the technical component envelope.</i></b></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>												
<p>10.5</p>	<p>The minimum equipment requirements are the following:</p> <table border="1" data-bbox="475 846 1337 1025"> <thead> <tr> <th><u>Equipment</u></th> <th><u>Capacity</u></th> <th><u>Number of Units</u></th> </tr> </thead> <tbody> <tr> <td>Bench Drill Press</td> <td>Any Capacity</td> <td>One (1)</td> </tr> <tr> <td>Welding Machine</td> <td>350 amp</td> <td>Two (2)</td> </tr> <tr> <td>Cut Off Machine</td> <td>At least 2200W</td> <td>One (1)</td> </tr> </tbody> </table>	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>	Bench Drill Press	Any Capacity	One (1)	Welding Machine	350 amp	Two (2)	Cut Off Machine	At least 2200W	One (1)
<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>											
Bench Drill Press	Any Capacity	One (1)											
Welding Machine	350 amp	Two (2)											
Cut Off Machine	At least 2200W	One (1)											
<p>12</p>	<p>N/A</p>												
<p>15.1</p>	<p>The bid security shall be in the form of a Bid Securing Declaration or any of the following forms and amounts:</p> <ol style="list-style-type: none"> <li>The amount of not less than PHP80,000.00 (2% of ABC), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit;</li> <li>The amount of not less than PHP200,000 (5% of ABC), if bid security is in Surety Bond.</li> </ol>												
<p>19.2</p>	<p>Partial bids are allowed, as follows:</p>												
<p>20</p>	<p>Additional documents to be submitted during Post-Qualification:</p> <ol style="list-style-type: none"> <li>Other appropriate licenses and permits required by law and stated in the Bidding documents.             <ol style="list-style-type: none"> <li>Original Bank Statement year ending prior to bid opening;</li> <li>Valid and updated PHNGEPS Registration (Platinum Membership) (all pages);</li> <li>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;</li> </ol> </li> </ol>												

	<p>d. Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;</p> <p>e. Valid Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR). Quarterly Income Tax Returns filed and paid through the BIR Electronic Filing and Payment System (eFPS);</p> <p>f. The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission;</p> <p>g. Philippine Contractors Accreditation Board (PCAB) License;</p> <p>h. Board of Accountancy (BOA) Certificate;</p> <p>2. Contract and/or Notice of Award as supporting documents for NPC MinGen Form No. NPCMGNSF-INFR-01, if applicable;</p> <p>3. Certificate of Site Inspection issued by Plant/Department Manager or his authorized representative;</p> <p>4. <del>All relevant documents necessary to validate or verify the information declared in Standard Form NPCMGNSF-INFR-01.</del></p>
<p>21</p>	<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>

BID DATA SHEET

NAME OF PROJECT AG5 INSTALLATION OF INTERLINK FENCE  
AROUND THE APPROACH CHANNEL AT AGUS 5 HEP  
PR. NO.: MG-A5M23-06D/ REF. NO.: INFRA2023-AG5-029

## *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 "B" 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. Advance Payment

The Procuring Entity shall, upon a written request of the Contractor which shall be submitted as a Contract document, make an advance payment to the Contractor in an amount not exceeding fifteen percent (15%) of the total contract price, to be made in lump sum, or at the most two installments according to a schedule specified in the SCC, subject to the requirements in Annex "E" of the 2016 revised IRR of RA No. 9184.

#### **14. Progress Payments**

The Contractor may submit a request for payment for Work accomplished. Such requests for payment shall be verified and certified by the Procuring Entity's Representative/Project Engineer. Except as otherwise stipulated in the SCC, materials and equipment delivered on the site but not completely put in place shall not be included for payment.

#### **15. Operating and Maintenance Manuals**

- 15.1. If required, the Contractor will provide "as built" Drawings and/or operating and maintenance manuals as specified in the SCC.
- 15.2. If the Contractor does not provide the Drawings and/or manuals by the dates stated above, or they do not receive the Procuring Entity's Representative's approval, the Procuring Entity's Representative may withhold the amount stated in the SCC from payments due to the Contractor.

BID DOCUMENTS

NAME OF PROJECT AG5 INSTALLATION OF INTERLINK FENCE

AROUND THE APPROACH CHANNEL AT AGUS 5 HEP

SECTION V- SPECIAL CONDITIONS OF CONTRACT

PR NO.: MG-A5M23-060/ REF. NO. : INFRA2023-AG5-029

## *Section V. Special Conditions of Contract*

## Special Conditions of Contract

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

## *Section VI. Specifications*

**M**

# PROJECT HIGHLIGHTS

## PH-1.0 GENERAL

This project aims to address the SHE meeting findings the entry of and authorized personnel during the schedule every five (5) years dry repair of unit 1&2 of Agus 5 HE Plant and the entry of a stray animals to the approach channel, the recommendation of the safety committee that the current approach channel and power intake structure need for the immediate installation of interlink fence around the approach channel to address the current findings.

## PH-2.0 PROJECT LOCATION

The project is located at Brgy. Ditucalan, Iligan City

## PH-3.0 SCOPE OF WORK

The work and services to be performed by the Contractor for this undertaking shall essentially consist of, but not limited to the following:

### 1. SCOPE OF WORKS

- A. Mobilization/establishment of Contractors complete construction camp and other facilities;
- B. MATERIAL STRENGTH TESTING (if necessary)
- C. CONSTRUCTION SAFETY & HEALTH PROGRAM
- D. FABRICATION OF STEEL PIPE FENCE
  - a. Fabrication of steel pipe post, top and bottom rail and extended arm brackets
- E. FABRICATION OF BASE PLATES
  - a. Fabrication of base plate including concrete holes
- F. INSTALLATION OF CYCLONE WIRE MESH AND BARBED WIRES
- G. PAINTING WORKS
- H. Demobilization including clearing of site/demolition of Contractor's

## I. PH-4.0 CONTRACT PERIOD

The contractor shall complete the works as specified in Clause 3 within Sixty (60) calendar days. The total contract duration is inclusive of six (6) unworkable days considered unfavorable for the execution of work at site. The contract period shall be reckoned from the date of contract effectivity as specified in the Notice to Proceed.

## PH-5.0 CONTRACTOR'S CLASSIFICATION

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

The contractor must have undertaken similar contracts that involves electrical system and lightning protection system provided that the contract cost shall be at least equivalent to 50% of ABC

## 2. TECHNICAL SPECIFICATIONS

### TS – 1.1 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.

#### **TS – 1.2 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.

#### **TS – 1.3 Contractor's Camp Facilities**

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

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

#### **TS – 1.4 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.

#### **TS – 1.5 Sewerage Disposal and Sanitation**

The Contractor shall, at his own expense, be responsible for the installation, operation and maintenance of an adequate sewerage disposal and sanitation system and shall provide adequate toilet and wash-up facilities for his employees at his camp and in the areas where work is being carried out.

The Contractor shall execute the work with due regard to adequate sanitary provisions and applicable codes and shall take all necessary steps to prevent the pollution of water in any spring, river, or other sources of water supply. All toilets or wash-up facilities shall be subject to the prior and continuing approval of the NPC.

#### **TS – 1.6 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.

#### **TS – 1.7 Construction Power**

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

#### **TS - 1.8 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.

#### **TS – 1.9 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.

#### **TS – 1.10 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.

#### **TS – 1.11 Measurement and Payment**

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

#### **TS – 2.0 CARE OF WATER DURING CONSTRUCTION**

##### **TS – 2.1 Scope**

In accordance with the specifications contained in this section or otherwise directed, the Contractor shall construct and maintain all necessary temporary drainage ditches and other temporary protective works and he



shall also furnish, install, maintain and operate necessary pumping equipment and other devices to protect construction operation free from water coming from any source, including rain.

#### **TS – 2.2 Drainage and Dewatering**

The Contractor shall be responsible for dewatering foundation areas so that work can be carried out on a suitably dry condition. The Contractor shall construct drainage ditches, holes, culverts, furnish, maintain and operate at his own expense all necessary pumps and other dewatering devices to keep all work area free from water.

After the work is completed and before it is accepted by the NPC, the Contractor shall remove all pumping equipment and shall remove, fill or plug all temporary drainage structures as directed, all at his expense.

#### **TS – 2.3 Measurement and Payment**

No separate measurement and payment will be made for the Care of Water During Construction operations. The cost of furnishing, constructing, maintaining, operating and removing of temporary drainage structure, pumping system and other dewatering devices necessary to keep construction operations free from water, shall be included in the various pay items in the Bill of Quantities for structures where such care of water is required.

#### **TS – 06 WELDING AND STEEL WORKS**

##### **General**

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

##### **Work Included**

- a) The work included under this section shall include the furnishing, fabrication, erection and/or installation of all steel roof framing, steel girts and other work indicated in the Plans and Specifications.

##### **Materials**

###### **6.1. Work Included**

- b) The work included under this section shall include the furnishing, fabrication, and/or installation of all steel pipe post, Top Bottom rail and extended Arm Brackets indicated in the Plans and Specifications.

###### **6.2. Materials**

- a) All fabricated G.I. pipe post and diagonal bracing with 2" dia. sch. 40 G.I. pipe x 6m long and 2mm thk. and 9 mm thk. MS steel plate and also 15mm dia. x 120mm long anchor bolt w/ nut, 16mm dia. x 6m round bar as noted in the Plans.
- b) Installation of Cyclone Wire Mesh and Barbed wires 2"x6' 2.75mm thk. Cyc. wire mesh and 4 points barb wires spaced at 0.10m.

- c) All arc-welding electrodes shall conform to the requirements of the American Welding Society "SPECIFICATIONS FOR IRON AND STEEL ARC- WELDING ELECTRODES" latest edition

**6.3. Connections**

- a) Shop connections shall be welded unless otherwise indicated in the Plans. All connections shall develop full strength of members.

**6.4. Workmanship and Fabrication**

- a) Workmanship and fabrication shall be in accordance with AISC "Specification for Fabrication and Erection of Structural steel for Buildings" and with the following outline.
- b) Bearing surfaces shall be planed to true beds. Abutting surfaces shall be closely fitted
- c) All columns and bearing stiffeners shall be milled to give full bearing over the cross section. It shall not be necessary to plane bottom surfaces of plate on grout beds.
- d) Assembled parts shall be brought into close contact, and drift pin shall be used only for bringing members into position, not to enlarge or distort holes.

**Welding**

- a) Welding in shop and field shall be done by qualified welders. Equipment shall be of the type, which produce proper current so that operator may produce satisfactory welds. The welding machine shall be of 300 amperes, 200 -240 volts capacity.
- b) Unless otherwise shown on the Plans, the following low hydrogen electrodes shall be used and shall be suitable for positions and other conditions of intended use in accordance with the instruction with each container.

<u>Welding</u>	<u>Electrode</u>	<u>Submerged Arc Process</u>
A-7 to A-7	E - 60 Series	Grade SAW-2
A-7 to A-36	E - 70 Series	Grade SAW-2
A-36 to A-36	E - 70 Series	Grade SAW-2

- c) The technique of welding employed, the appearance and quality of welds made, and the methods of correcting defective work shall conform to the American Welding society code for arc welding. Surfaces to be welded shall be free from loose scale, rust, grease, paint and other foreign material except that mill scale, which withstands vigorous wire brushing, may remain
- d) Finish members shall be true to line and free from twists, bends and open joints.

**Measurement and Payment**

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

## **TS -09 PAINTING REQUIREMENTS**

This Item shall consist of furnishing all paint materials, varnish and other related products, labor, tools, equipment and plant required in undertaking the proper application of painting, varnishing and related works indicated on the Plans and in accordance with this Specification.

### **Paint Materials**

All types of paint material, varnish and other related product shall be subject to random inspection by NPC Inspector or GSFM (Use the following approved and tested brand name: Boysen, Davies, Dutch Boy, Fuller O Brien, or any approved equal).

### **Schedule**

Ferrous metal	-	1 coat primer and 2 coats enamel paint
Galvanized metal	-	1 coat zinc chromate primer and 2 coats Epoxy paint

### **Construction Requirements**

The Contractor prior to commencement of the painting, varnishing and related work shall examine the surfaces to be applied in order not to jeopardize the quality and appearances of the painting varnishing and related works.

### **Surface Preparation**

All surfaces shall be in proper condition to receive the finish.

Metal shall be clean, dry and free from mill scale and rust. Remove all grease and oil from surfaces. Wash unprimed galvanized metal with etching solution and allow it to dry. Where required to prime coat surface with Red Lead Primer same shall be approved by the NPC Engineer.

In addition the Contractor shall undertake the following:

1. Voids, cracks, nick etc. will be repaired with proper patching material and finished flush with surrounding surfaces.
2. Marred or damaged shop coats on metal shall be spot primed with appropriate metal primer.
3. Painting and varnishing works shall not be commenced when it is too hot or cold.
4. Allow appropriate ventilation during application and drying period.
5. All hardware will be fitted and removed or protected prior to painting and varnishing works.

## Application

Paints when applied by brush shall become non-fluid, thick enough to lay down as adequate film of wet paint. Brush marks shall flow out after application of paint.

Paints made for application by roller must be similar to brushing paint. It must be nonstick when thinned to spraying viscosity so that it will break up easily into droplets.

Paint is atomized by high pressure pumping rather than broken up by the large volume of air mixed with it. These procedures change the required properties of the paint.

## Mixing and Thinning

At the time of application paint shall show no sign of deterioration. Paint shall be thoroughly stirred, strained and kept at a uniform consistency during application. Paints of different manufacture shall not be mixed together. When thinning is necessary, this may be done immediately prior to application in accordance with the manufacturer's directions, but not in excess of 1 pint of suitable thinner per gallon of the paint.

## Storage

All material to be used under this Item shall be stored in a single place to be designated by the Engineer and such place shall be kept neat and clean at all time. Necessary precaution to avoid fire must be observed by removing oily rags, waste, etc. at the end of daily work.

## Cleaning

All cloths and cotton waste which constitute fire hazards shall be placed in metal containers or destroyed at the end of daily works. Upon completion of the work, all staging, scaffolding and paint containers shall be removed. Paint drips, oil, or stains on adjacent surfaces shall be removed and the entire job left clean and acceptable to the Engineer.

## Workmanship in General

- a) All paints shall be evenly applied. Coats shall be of proper consistency and well brushed out so as to show a minimum of brush marks.
- b) All coats shall be thoroughly dry before the succeeding coat is applied.
- c) Where surfaces are not fully covered or cannot be satisfactorily finished in the number of coats specified such preparatory coats and subsequent coats as may be required shall be applied to attain the desired evenness of surface without extra cost to the owner.
- d) Where surface is not in proper condition to receive the coat the Engineer shall be notified immediately. Work on the questioned portion(s) shall not start until clearance be proceed is ordered by the NPC Engineer.
- e) Hardware, lighting fixture and other similar items shall be removed or protected during the painting varnishing and related work operations and re-installed after completion of the work.

## MEASUREMENT AND PAYMENT

Painting and/or varnishing shall be measured in square meter (sq.m.) of painting completed in place and accepted. Measurement will be of the actual number of square meter within the neat lines of the structure as shown in the plans or revised by authority of the NPC Engineer. The area of painting measured as determined above shall be paid for at the contract unit price per square meter (sq.m.) which price and payment shall be full compensation of all labor, equipment, tools and incidentals necessary to complete the item and accepted

### TS-10 CLEARING AND DEMOBILIZATION

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

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

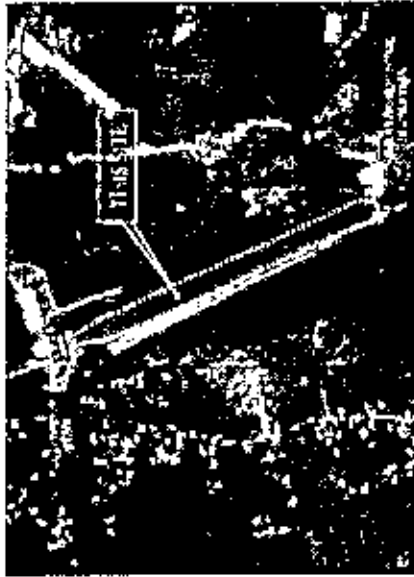
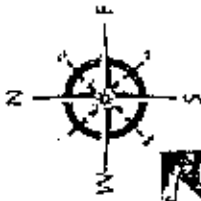
M

## *Section VII. Drawings*

Sheet No. 1/2- LOCATION PLAN/VICINITY MAP

Sheet No. 2/2- SECTION A /TYPICAL FENCE ELEVATION, PLAN, DETAIL-1 AND DETAIL-2


**M**

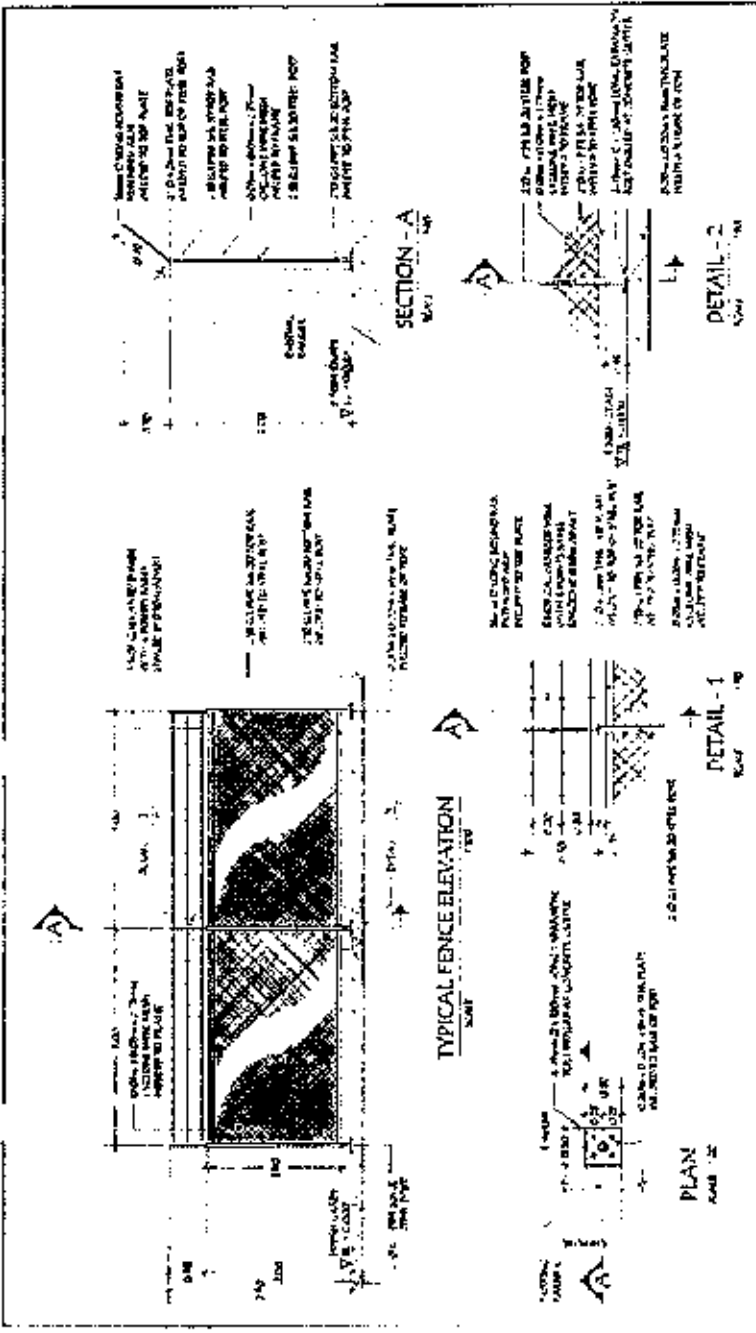


VICINITY MAP  
S.D.



LOCATION MAP  
S.D.

 <b>NATIONAL POWER CORPORATION</b> Mirdanoo Corporation <b>AGUS 5 HEP</b>	NO. 17 <b>AGS INSTALLATION OF INTERLINK          FENCE AROUND THE APPROACH CHANNEL</b>	SHEET NO. <b>1 / 2</b>
	DATE OF SURVEY: _____ SCALE: _____ PROJECT: _____ DRAWN BY: _____ CHECKED BY: _____ APPROVED BY: _____ DATE: _____	PROJECT NO. _____ _____ _____ _____ _____



**NATIONAL POWER CORPORATION**  
 Mandated Demolition  
**AGUS 5 HEP**

PROJECT NO: 11-2018-001  
 DRAWING NO: 11-2018-001-001  
 DATE: 11/15/18

DESIGNED BY: [Signature]  
 CHECKED BY: [Signature]  
 APPROVED BY: [Signature]

AGUS INSTALLATION OF INTERLINK FENCE AROUND THE APPROACH CHANNEL		SHEET NO.
NO.	REVISIONS	2 / 2
1	ISSUE FOR CONSTRUCTION	
2	ISSUE FOR CONSTRUCTION	
3	ISSUE FOR CONSTRUCTION	
4	ISSUE FOR CONSTRUCTION	



*Section VIII. Bill of Quantities*

**M**

**BID DOCUMENTS**

**NAME OF PROJECT** AG5 INSTALLATION OF INTERLINK  
**FENCE AROUND THE APPROACH CHANNEL AT AGUS 5 HEP**  
**PR. NO.:** MG-A5M23-060/ REF. NO. : INFRA2023-AG5-029

**Name of Project** AG5 INSTALLATION OF INTERLINK  
**FENCE AROUND THE APPROACH**  
**CHANNEL**

**SECTION VIII - BILL OF QUANTITIES**

**PR #** MG-A5M23-060

**BILL OF QUANTITIES**

Item No.	Description of Work or Materials	Estimated Quantity	Unit	Unit Price in Pesos (Words and Figures)
1	<b>CONSTRUCTION OF SAFETY &amp; HEALTH PROGRAM</b>	1.00	lot	
2	<b>FABRICATION OF STEEL PIPE FENCE</b> Fabrication of Steel Pipe Posts, Top and Bottom Rail and Extended Arm Brackets	3,123.82	kls.	
3	<b>FABRICATION OF BASE PLATES</b> Fabrication of Base Plates including Concrete Holes	23.23	sq.m.	

**BID DOCUMENTS**



**NAME OF PROJECT AG5 INSTALLATION OF INTERLINK  
FENCE AROUND THE APPROACH CHANNEL AT AGUS 5 HEP  
PR NO.: MG-ASM23-060/ REF. NO. : INFRA2023-AG5-029**

<b>4</b>	<b>INSTALLATION OF CYCLONE WIRE MESH AND BARBED WIRES</b> Installation Of Cyclone Wire Mesh and Barbed wires	<b>1,600.00</b>	<b>mtr.</b>
<b>5</b>	<b>PAINTING WORKS</b> Painting Works	<b>4,005.00</b>	<b>sq.m</b>

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

\_\_\_\_\_  
Name and Signature of Authorized Representative

BID DOCUMENTS

NAME OF PROJECT : AGS INSTALLATION OF INTERLINK  
FENCE AROUND APPROACH CHANNEL

SECTION IX- CHECKLIST OF TECHNICAL &  
FINANCIAL DOCUMENTS

PR NO.: MG-ASM23-060/ REF. NO. : INFRA2023-AGS-029

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

## Checklist of Technical and Financial Documents

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

*Class "A" Documents*

Legal Documents

- (a) Valid and updated PhilGEPS Registration Certificate (Platinum Membership) (all pages) *in accordance with Section 8.5.2 of the IRR; or*

Technical Documents

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

SECTION IX- CHECKLIST OF TECHNICAL &  
 FINANCIAL DOCUMENTS

- Engineers, Materials Engineers, and Foremen), to be assigned to the contract to be bid, with their complete qualification and experience data, using NPC-MinGen Standard Form No. NPCMGNSF-INFR-05;
- c. List of contractor's major equipment units, which are owned, leased, and/or under purchase agreements, supported by proof of ownership or certification of availability of equipment from the equipment lessor/vendor for the duration of the project, as the case may be, using NPC-MinGen Standard Form No. NPCMGNSF-INFR-06 and its supporting documents; and
- (g) Original duly signed Omnibus Sworn Statement (OSS), using any of the following NPC-MinGen Standard Forms No.:  
*NPCMGNSF-INFR-07a – for Sole Proprietorship;*  
or  
*NPCMGNSF-INFR-07b – for Partnership/Cooperative/Corporation/ Joint Venture with the following supporting documents:*
- 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

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

Class "B" Documents

- (i) If applicable, duly signed joint venture agreement (JVA) in accordance with RA No. 4566 and its IRR in case the joint venture is already in existence, using NPC-MinGen Standard Form No. *NPCMGNSF-INFR-09;*  
or  
 duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

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

- (j) Original of duly signed (each and every page) and accomplished Financial Bid Form, using NPC-MinGen Standard Form No. NPCMGNSF-INFR-10; and

Other documentary requirements under RA No. 9184

- (k) Original of duly signed (each and every page) Bid Prices in the Bill of Quantities, using given form in Section VIII; and

BID DOCUMENTS

NAME OF PROJECT : AG5 INSTALLATION OF INTERLINK  
FENCE AROUND APPROACH CHANNEL

SECTION IX- CHECKLIST OF TECHNICAL &  
FINANCIAL DOCUMENTS

PR NO.: MG-ASM23-060/ REF. NO. : INFRA2023-AG5-028

- (l) Duly signed (each and every page) and accomplished Detailed Estimates Form *using NPC-MinGen Standard Form No. NPCMGNSF-INFR-11*, including a summary sheet indicating the unit prices of construction materials, labor rates, and equipment rentals used in coming up with the Bid *using NPC form NPCMGNSF-INFR-12; and*
- (m) Cash Flow by Quarter or Month, as applicable (duly signed each and every page)

**STANDARD BIDDING FORMS**  
**NPC-MINDANAO GENERATION**

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





**BID DOCUMENTS**

**NAME OF PROJECT :** AG5 INSTALLATION OF INTERLINK  
**FENCE AROUND APPROACH CHANNEL**

**SECTION IX- CHECKLIST OF TECHNICAL &  
 FINANCIAL DOCUMENTS**

**PR NO. :** MG-ASM23-080/ REF. NO. : INFRA2023-AG5-029

*Standard Form Number : NPCM GNSF- (NFR-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 :** \_\_\_\_\_ 50

BID DOCUMENTS

NAME OF PROJECT : AG5 INSTALLATION OF INTERLINK  
FENCE AROUND APPROACH CHANNEL  
PR NO.: MG-AM23-060/ REF. NO. : INFRA2023-AG5-029

SECTION IX- CHECKLIST OF TECHNICAL &  
FINANCIAL DOCUMENTS

Standard Form No: NPCMGNSF-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 grater sum than the specified penalty of this bond, nor

BID DOCUMENTS

NAME OF PROJECT : AG5 INSTALLATION OF INTERLINK  
FENCE AROUND APPROACH CHANNEL  
PR NO.: MG-ASM23-060/ REF. NO. : INFRA2023-AG5-029

SECTION IX- CHECKLIST OF TECHNICAL &  
FINANCIAL DOCUMENTS

- b) Liable for a greater sum that the difference between the amount of the said Principal's Bid and the amount of the Bid that is accepted by the Employer.

BID DOCUMENTS

NAME OF PROJECT : AG5 INSTALLATION OF INTERLINK  
FENCE AROUND APPROACH CHANNEL  
PR NO.: MG-A5M23-060/ REF. NO. : INFRA2023-AG5-029

SECTION IX- CHECKLIST OF TECHNICAL &  
FINANCIAL DOCUMENTS

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

*Page 2 of 2*

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

PRINCIPAL

SURETY

\_\_\_\_\_  
SIGNATURE(S)

\_\_\_\_\_  
SIGNATURE(S)

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

\_\_\_\_\_  
NAME(S)

\_\_\_\_\_  
SEAL

\_\_\_\_\_  
SEAL

BID DOCUMENTS

NAME OF PROJECT : AG5 INSTALLATION OF INTERLINK  
FENCE AROUND APPROACH CHANNEL  
PR NO.: MG-ASM23-060/ REF. NO. : INFRA2023-AG5-029

SECTION IX- CHECKLIST OF TECHNICAL &  
FINANCIAL DOCUMENTS

Standard Form No: NPCMGNSF-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]*

BID DOCUMENTS

NAME OF PROJECT : AG5 INSTALLATION OF INTERLINK  
FENCE AROUND APPROACH CHANNEL  
PR NO.: MG-A5M23-060/ REF. NO. : INFRA2023-AG5-029

SECTION IX- CHECKLIST OF TECHNICAL &  
FINANCIAL DOCUMENTS

*Standard Form No: NPCMGNSF-INFR-04*

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

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

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 Bidde*

**BID DOCUMENTS**

**NAME OF PROJECT :** AG5 INSTALLATION OF INTERLINK  
**FENCE AROUND APPROACH CHANNEL**  
**PR NO.:** MG-A5M23-0601 REF. NO. : INFRA2023-AG5-029

**SECTION IX- CHECKLIST OF TECHNICAL & FINANCIAL DOCUMENTS**

*Standard Form Number : NPCMGNFS-Infra-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 during Postqualification:**

1. Valid PRC License of the (professional) personnel
2. Certificate of Training with accreditation from OTE of the Construction Safety and Health Officer
3. TESDA Training Certificate (NC II) of Welder/Electrician, whichever is applicable
4. Copy of Diploma and/or Service Record/Certificate of Employment 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).



BID DOCUMENTS

NAME OF PROJECT : AGS INSTALLATION OF INTERLINK  
FENCE AROUND APPROACH CHANNEL

SECTION IX- CHECKLIST OF TECHNICAL &  
FINANCIAL DOCUMENTS

PR NO.: MG-ASM23-060/ REF. NO. : INFRA2023-AGS-029

Standard Form Number : NPCMGNSE-INFRA-06

**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: \_\_\_\_\_

Standard Form No: NPCMGNSF-INFR-07a

## Omnibus Sworn Statement (Revised)

### (SOLE PROPRIETORSHIP)

---

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;

BID DOCUMENTS

NAME OF PROJECT : AG5 INSTALLATION OF INTERLINK  
FENCE AROUND APPROACH CHANNEL

SECTION IX- CHECKLIST OF TECHNICAL &  
FINANCIAL DOCUMENTS

PR NO.: MG-A5M23-000/ REF. NO. : INFRA2023-AG5-029

Standard Form No: NPCMGNSF-INFR-07a

Page 2 of 2

- 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]*

Standard Form No: NPCMGNSF-INFR-07b

### 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;

Standard Form No: NPCMGNSF-INFR-07b

Page 2 of 2

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]*

BID DOCUMENTS

NAME OF PROJECT : AG5 INSTALLATION OF INTERLINK  
FENCE AROUND APPROACH CHANNEL  
PR NO.: MG-ASM23-060/ REF. NO. : INFRA2023-AG5-029

SECTION IX- CHECKLIST OF TECHNICAL &  
FINANCIAL DOCUMENTS

Standard Form No: NPCMGNSF-INFR-08

### NET FINANCIAL CONTRACTING CAPACITY (NFCC)

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

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

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

NFCC = [(Current assets minus current liabilities) 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

: \_\_\_\_\_

Standard Form No: NPCMGNSF-INFR-09

**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.

BID DOCUMENTS

NAME OF PROJECT : AG5 INSTALLATION OF INTERLINK  
FENCE AROUND APPROACH CHANNEL

SECTION IX- CHECKLIST OF TECHNICAL &  
FINANCIAL DOCUMENTS

PR NO.: MG-A5M23-060/ REF. NO. : INFRA2023-AG5-029

Name & Signature of Authorized Representative		Name & Signature of Authorized Representative
Official Designation		Official Designation
Name of Firm		Name of Firm

Witnesses

---

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



Standard Form No: NPCMGNSF-INFR-09

Page 2 of 2

**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.*

Standard Form No: NPCMGNSF-INFR-10

## Bid Form for the Procurement of Infrastructure Projects

### BID FORM

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

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

To: *The Vice President  
National Power Corporation  
Mindanao Generation  
Maria Cristina, Iligan City*

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

- a. We have no reservation to the PBDs, including the Supplemental or Bid Bulletins, for the Procurement Project: 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

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

BID DOCUMENTS

NAME OF PROJECT : AG5 INSTALLATION OF INTERLINK  
FENCE AROUND APPROACH CHANNEL  
PR. NO.: MG-ASM23-060/ REF. NO. : INFRA2023-AG5-029

SECTION IX- CHECKLIST OF TECHNICAL &  
FINANCIAL DOCUMENTS

us, until a formal Contract is prepared and executed; and  
Standard Form No: NPCMGNSF-INFR-10

Page 2 of 2

- j. We understand that you are not bound to accept the Lowest Calculated Bid or any other Bid that you may receive.
- k. We likewise certify/confirm that the undersigned, is the duly authorized representative of the bidder, and granted full power and authority to do, execute and perform any and all acts necessary to participate, submit the bid, and to sign and execute the ensuing contract for the [Name of Project] of the National Power Corporation-Mindanao Generation.
- 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: \_\_\_\_\_



Standard Form No: NPCMGNSF-INFR-12

**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.
-----------------------	-----------------

BID DOCUMENTS

NAME OF PROJECT : AG5 INSTALLATION OF INTERLINK  
FENCE AROUND APPROACH CHANNEL  
PR NO.: MG-A5M23-060/ REF. NO. : INFRA2023-AG5-029

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]*

---

**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]*

