



NATIONAL POWER CORPORATION

MinGen

PHILIPPINE BIDDING DOCUMENTS
(Procurement of INFRASTRUCTURE PROJECTS)

FOR

AG4 REPAINTING OF POWER INTAKE
STRUCTURE

P.R. No.: MG-A5M23-063

Contracts Management Office
Logistics Division

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Glossary of Terms, Abbreviations, and Acronyms

ABC – Approved Budget for the Contract.

ARCC – Allowable Range of Contract Cost.

BAC – Bids and Awards Committee.

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

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

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

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

CDA – Cooperative Development Authority.

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

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

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

CPI – Consumer Price Index.

DOLE – Department of Labor and Employment.

DTI – Department of Trade and Industry.

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

GFI – Government Financial Institution.

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

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

GOP – Government of the Philippines.

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

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PCAB – Philippine Contractors Accreditation Board.

PhilGEPS - Philippine Government Electronic Procurement System.

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

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

UN – United Nations.

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BID DOCUMENTS

NAME OF PROJECT AG4 REPAINTING OF POWER INTAKE
STRUCTURE AT AGUS 4 HEP

SECTION I- INVITATION TO BID

PR NO./REF. NO. MG-A5M23—063/INFRA2023-AG5-034

Section I. Invitation to Bid



NATIONAL POWER CORPORATION

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Invitation to Bid for *AG4 Repainting of Power Intake Structure*

The *NATIONAL POWER CORPORATION-MINDANAO GENERATION*, through the approved *Corporate Budget of NPC for CY 2022* intends to apply the sum of **One Million Five Hundred Thousand Pesos (PHP1,500,000.00)** being the Approved Budget for the Contract (ABC) to payments under the contract for *AG4 Repainting of Power Intake Structure at Agus 4 HEP at Brgy. Nangka, Balo-i, Lanao del Norte (INFRA2023-AG5-034)*. 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 **Three Thousand Pesos (PHP3,000.00)**. 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.

5. The *NATIONAL POWER CORPORATION-MINDANAO GENERATION* will hold a Pre-Bid Conference on **June 13, 2023 at 9:00 AM** at *Bidding Room, NPC-Mindanao Generation Headquarters, Maria Cristina, Iligan City* and/or through videoconferencing/webcasting via *ZOOM*, which shall 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.
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

BID DOCUMENTS

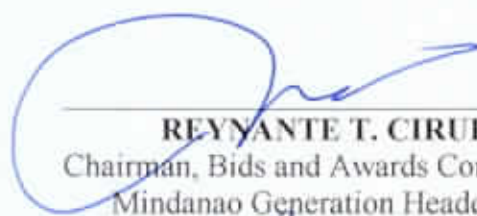
NAME OF PROJECT AG4 REPAINTING OF POWER INTAKE
STRUCTURE AT AGUS 4 HEP

SECTION I- INVITATION TO BID

PR NO./REF. NO.: MG-A5M23-063/INFRA2023-AG5-034

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>



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

1 5

Date of PhilGEPS Publication: 05 June 2023

BID DOCUMENTS

SECTION II- INSTRUCTION TO BIDDERS

NAME OF PROJECT AG4 REPAINTING OF POWER INTAKE
STRUCTURE AT AGUS 4 HEP
PR NO./REF. NO.: MG-A5M23-063/INFRA2023-AG5-034

Section II. Instructions to Bidders

1. Scope of Bid

The Procuring Entity, *NATIONAL POWER CORPORATION-MINDANAO GENERATION* invites Bids for the *AG4 Repainting of Power Intake Structure at Agus 4 HEP at Brgy.Nangka, Balo-I Lanao del Norte, with Project Identification Number INFRA2023-AG5-034.*

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

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for CY 2023 in the amount of *One Million Five Hundred Thousand Pesos (PHP 1,500,000.00)*
- 2.2. The source of funding is:
 - a. GOCC and GFIs, the proposed Corporate Operating Budget.

3. Bidding Requirements

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

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

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

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.

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: Painting Works		
7.1	Subcontracting is not allowed.		
10.3	None		
10.4	The key personnel must meet the required minimum years of experience set below:		
	<u>Key Personnel</u>	<u>General Expertise</u>	<u>Relevant Experience</u>
	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 - Painters		At least three (3) years experience in painting work

	<p><i>The following key personnel information indicated above must be included in Standard Form NPCMGNST-INFRA-05: List of Key personnel Proposed to be Assigned to the Contract. Filled up Standard Form NPCMGNST-INFRA-05 must be included in the technical component envelope.</i></p> <p>Project Engineer or Foreman and Construction Safety & 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" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;"><u>Equipment</u></th> <th style="text-align: center;"><u>Capacity</u></th> <th style="text-align: center;"><u>Number of Units</u></th> </tr> </thead> <tbody> <tr> <td style="height: 40px;"> </td> <td> </td> <td> </td> </tr> </tbody> </table>	<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>			
<u>Equipment</u>	<u>Capacity</u>	<u>Number of Units</u>					
<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"> a. The amount of not less than PHP30,000.00(2% of ABC), if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; b. The amount of not less than PHP75,000.00(5% of ABC), if bid security is in Surety Bond. 						
<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"> 1. Other appropriate licenses and permits required by law and stated in the Bidding documents. <ol style="list-style-type: none"> a. Original Bank Statement year ending prior to bid opening; b. Valid and updated PhilGEPS Registration (Platinum Membership) (all pages); c. Registration Certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document; d. Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas; 						

	<p>e. <i>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);</i></p> <p>f. <i>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;</i></p> <p>g. <i>Philippine Contractors Accreditation Board (PCAB) License;</i></p> <p>h. <i>Board of Accountancy (BOA) Certificate;</i></p> <p>2. <i>Contract and/or Notice of Award as supporting documents for NPC MinGen Form No. NPCMGNSF-INFRA-01, if applicable;</i></p> <p>3. <i>Certificate of Site Inspection issued by Plant/Department Manager or his authorized representative;</i></p> <p>4. <i>All relevant documents necessary to validate or verify the information declared in Standard Form NPCMGNSF-INFRA-05.</i></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"> a) Approved construction schedule and S-curve b) Approved manpower schedule c) Construction methods d) Approved equipment utilization schedule e) Construction safety and health program approved by the DOLE f) Approved Project Evaluation Review Technique/Critical Path Method (PERT/CPM)

Section IV. General Conditions of Contract

1. Scope of Contract

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

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

2. Sectional Completion of Works

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

3. Possession of Site

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

4. The Contractor's Obligations

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

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

5. Performance Security

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

6. Site Investigation Reports

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

7. Warranty

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

8. Liability of the Contractor

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

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

9. Termination for Other Causes

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

10. Dayworks

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

11. Program of Work

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

12. Instructions, Inspections and Audits

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

13. 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 AG4 REPAINTING OF POWER INTAKE
STRUCTURE AT AGUS 4 HEP

SECTION V- SPECIAL CONDITIONS OF CONTRACT

PR NO/REF. NO.: MG-A5M23—063/INFRA2023-AG5-034

Section V. Special Conditions of Contract

Special Conditions of Contract

GCC Clause	
2	Sectional completion is not specified.
4.1	The Procuring Entity shall give possession of the Site to the Contractor <i>on the start date.</i>
6	The site investigation reports are: NONE
7.2	Fifteen (15) years
10	Dayworks are not applicable to the contract.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative <u>upon contract signing</u> or within <u>three (3)</u> days of delivery of the Notice of Award.
11.2	The amount to be withheld for late submission of an updated Program of Work is Fifty (50) % of the billed amount. The updating of Program of Work shall be done bi-monthly.
13	The amount of the advance payment is 15% of contract amount and paid in lump sum.
14	No further instruction.
15.1	The date by which operating and maintenance manuals are required is <u>upon completion of the project.</u> The date by which "as built" drawings are required is <u>upon completion of the project.</u>
15.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is one hundred percent (100%) of the final billing.

Section VI. Specifications

M

PROJECT HIGHLIGHTS

PH-1.0 GENERAL

This project aims to address the audit finding and recommendation of the safety committee that the current power intake structure paint is already faded-off paint. The adverse findings is to make power intake structure prevent their aesthetics condition of the power intake structure of the Agus 4 HE Plant.


PH-2.0 PROJECT LOCATION

The project is located at Brgy. Nangka, Balo-I, Lanao del Norte

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. CONSTRUCTION SAFETY & HEALTH PROGRAM
 - C. SITE CLEARING (Surface Preparation)
 - a. Concrete Structure
 - b. Steel Railings
 - D. PAINTING WORKS
 - a. Concrete Structure
 - b. Steel Railings
 - E. Demobilization including clearing of site/demolition of Contractor's camp facilities.
- 

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 re-painting of power intake structure and steel railings 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 –04 PAINTING WORKS

A) CONCRETE STRUCTURE

1. Elastomeric Waterproofing Paint

Elastomeric Waterproofing Paint with a high performance UV resistance water based on 100% Acrylic Emulsion for use as waterproofing paint on walls and steel. It possesses outstanding exterior durability and excellent elasticity & elongation properties necessary to bridge forthcoming hairline cracks without cracking or wrinkling.

Technical Data

Volume Solids	: 45±3
Elongation at Break	: 300-500% (ASTM D412-92)
Adhesion	: 100% retention (ASTM D3359)
Tensile Strength	: 1.5 2.0 Nmm ² (ASTM D412-92)
Hardness	: 20-24 Type A (ASTM D2240)
Color	: According to request
Thinner	: Water
% Reduction	: Ready to Use
Cleaning Solvent	: Water
Dirt Pick-up Resistance	: 70%
Fungus & Mildew Resistance	: No Growth ASTM D23273
Packaging	: 16 liters/pail

2. Concrete Acrylic Sealer

a. Description

A one component clear coating specially formulated from thermoplastic acrylic resin dispersed in a mixture of aromatic organic solvent, made in a brushable and sprayable consistency as sealer for concrete surfaces. Excellent adhesion to dry surfaces of concrete exhibits good alkalis and water resistance property. Sealing properties does not change even when the product is exposed to temperature of 20°C and 100°C, or when subjected to ultraviolet at the same time.

b. General Characteristics

Volume Solids	: 45± 3
Finish	: Gloss
Specific Gravity	: 0.95 kgs/liter
Dry Hard	: 3-4 hrs.
To Re-coat	: 2 hours
Full Cure Time	: 24 hrs.
Adhesion	: 100% Retention
Theoretical Coverage	: 22-24 m ² /gal/coat depending on the porosity of the substrate
Packaging	: 4 liters/gallon

3. Cathodic Protection for Concrete and Steel Surfaces

Cathodic Protection Coating, With active and passive protection, can be used in standalone system, as a primer with suitable topcoats, as a shop primer, repair worn or damaged hot metal sprays and rebar, railings. reloadable, over coatable and can be applied under extreme circumstances (high and low temperature and in humid environment). Unlimited shelf life,comform with potable water. can be be welded on coated steel. Flexible layer adjustable to metal structure.

Relative density	: 2.67 kg/li @ 15 deg. C
Dry extract	: 80% in weight 50 % in volume (ASTM D2607)
Temperature resistance	: from-40 deg. C to + 150 deg. C
Color	: grey (zinc)
Drying time @ 20 deg. C for μm	: +/-10 min. in a ventilated area
Spreading Time	: 3.62 sq.m./kg for 60 microns
Flash Point	: ≥ 40 dsg. C and 60 deg. C
Shelf and pot life	: unlimited

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: Singa or any approved equal.

Schedule

Exterior

Concrete structure	-	2 coats Acrylic concrete sealer as primer paint. 3 coats of Elastomeric Waterproofing Paint as top coat and 2 coats of Cathodic Protection coating paint.
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Steel Structure		2 coats Acrylic sealer as primer paint. 2 coats of Cathodic Protection coating paint.
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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. Woodworks shall be hand-sanded smooth and dusted clean. All knotholes pitch pockets or sappy portions shall be sealed with natural wood filler. Nail holes, cracks or defects shall be carefully puttied after the first coat, matching the color of paint.

Interior woodworks shall be sandpapered between coats. Cracks, holes of imperfections in plaster shall be filled with patching compound and smoothed off to match adjoining surfaces.

Concrete and masonry surfaces shall be coated with concrete neutralizer and allowed to dry before any painting primer coat is applied. When surface is dried apply first coating. Hairline cracks and unevenness shall be patched and sealed with approved putty or patching compound.

After all defects are corrected apply the finish coats as specified on the Plans (color scheme approved).

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 neatlines 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-05 CLEARING AND DEMOBILIZATION

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

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

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Section VII. Drawings

Sheet No. 1/2-- LOCATION PLAN

Sheet No. 2/2-- POWER STRUCTURE PLAN

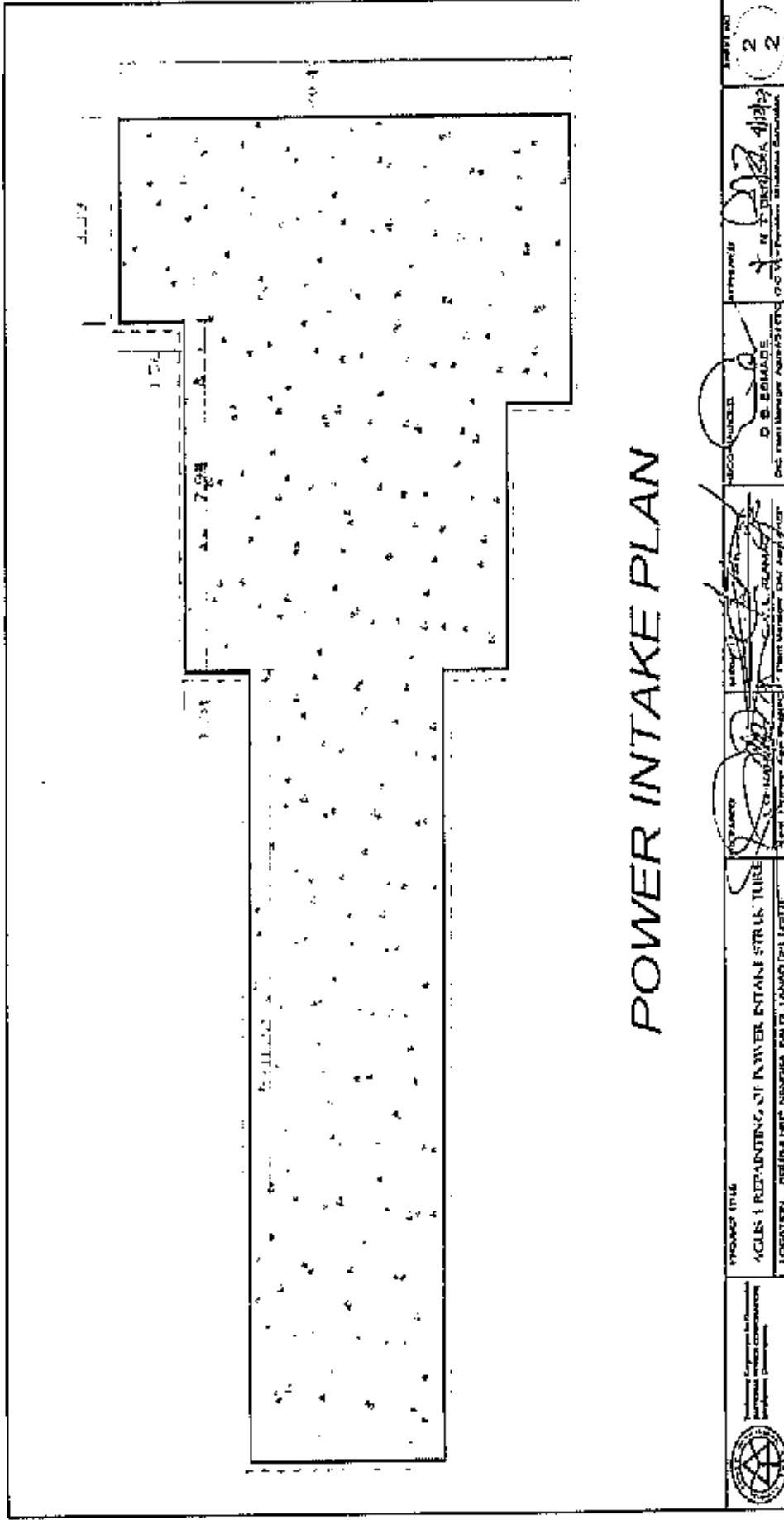
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BID DOCUMENT'S

**NAME OF PROJECT AG4 REPAINTING OF POWER INTAKE
STRUCTURE AT AGUS 4 HEP
PR NO./REF. NO: MG-ASM23-063/INFRA2023-AG5-034**

BID DOCUMENTS

NAME OF PROJECT AG4 REPAINTING OF POWER INTAKE
STRUCTURE AT AGUS 4 HEP
PR NO. REF. NO: MG-A5M23--063/INFRA2023-AG5-034



POWER INTAKE PLAN

	PROJECT TITLE AGUS 4 REPAINTING OF POWER INTAKE STRUK TUR LOCATION: PERUMBAH NAMPRA, PASIR TANGKAP, DISTRICT	DESIGNER D. S. BRADY Civil Engineer	APPROVED BY D. S. BRADY Civil Engineer	DATE 11/23/23	REVISION 2
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BID DOCUMENTS

NAME OF PROJECT AG4 REPAINTING OF POWER INTAKE
STRUCTURE AT AGUS 4 HEP
PR NO./REF. NO: MG-A5M23-063/INFRA2023-AG5-034

SECTION
N VIII -
BIDDING
FORMS

(Name of Project) :

AG4 REPA
STRUCTURE

(PR #) : MG-A5M23-063

BILL OF QUANTITIES

Item No.	Description of Work or Materials	Estimated Quantity	Unit	Unit Price in Pesos (Words and Figures)
1	CONSTRUCTION OF SAFETY & HEALTH PROGRAM	1.00	lot	
2	SITE CLEARING			
a.	SURFACE PREPARATION	1.00	lot	
3	PAINTING WORKS			
a.	CONCRETE STRUCTURE	528.00	sq.m.	
b.	STEEL RAILINGS	40.70	sq.m.	

BID DOCUMENTS



**NAME OF PROJECT AG4 REPAINTING OF POWER INTAKE
STRUCTURE AT AGUS 4 HEP
PR NO/REF. NO: MG-ASM23-063/INFRA2023-AG5-034**

Name of Firm

Name and Signature of Authorized Representative

BID DOCUMENTS

SECTION IX- CHECKLIST OF TECHNICAL &
FINANCIAL DOCUMENTS

NAME OF PROJECT AG4. REPAINTING OF POWER INTAKE
STRUCTURE AT AGUS 4 HEP
PR NO./REF. NO.: MG-A5M23-063/INFRA2023-AG5-034

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-INFRA-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-INFRA-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.
- and
- (d) 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-INFRA-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-INFRA-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-INFRA-04;
- b. List of contractor's key personnel (e.g., Project Manager, Project

SECTION IX- CHECKLIST OF TECHNICAL &
 FINANCIAL DOCUMENTS

- c. 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;
- 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-6 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-0b - 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 (NECC) 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 AG-4 REPAINTING OF POWER INTAKE
STRUCTURE AT AGUS 4 HEP
PR NO./REF. NO.: MG-ASM23-063/INFRA2023-AG5-034

SECTION IX- CHECKLIST OF TECHNICAL &
FINANCIAL DOCUMENTS

- (l) Duly signed (each and every page) and accomplished Detailed Estimates Form using *NPC-MinGen Standard Form No. NPCMGNSF-INFRA-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-INFRA-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 AG - REPAINTING OF POWER INTAKE
STRUCTURE AT AGUS 4 HEP
PR NO./REF. NO. MG-A5M23-063/INFRA2023-AG5-034

SECTION IX - CHECKLIST OF TECHNICAL &
FINANCIAL DOCUMENTS

Standard Form Number: NPCMGNSE-INF-01

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

Business Name : _____
Business Address : _____

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

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

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

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

BID DOCUMENTS

NAME OF PROJECT AG4-REPAINTING OF POWER INTAKE
STRUCTURE AT AGUS 4 HEP
PR NO./REF. NO. MG-AM23-0631/NFR42023-AG5-034

SECTION IX- CHECKLIST OF TECHNICAL &
FINANCIAL DOCUMENTS

Standard Form Number: MPCM GNSF-INFR-02

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

Business Name : _____
Business Address : _____

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

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

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) Issu 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 the private sector, an equivalent document (Ex. Official Receipt) shall be accepted.

Submitted by : _____
(Printed Name & Signature)

Designation : _____
Date : _____

BID DOCUMENTS

NAME OF PROJECT: AGS REPAINTING OF POWER INTAKE
STRUCTURE AT AGUS 4 HEP
PR NO./REF. NO.: MG-A5M23-083/INFRA2023-AG5-034

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

BID DOCUMENTS

NAME OF PROJECT AG4, REPAINTING OF POWER INTAKE
STRUCTURE AT AGUS 4 HEP
PR NO./REF. NO.: MG-A5M23-083/INFRA2023-AG5-034

SECTION IX- CHECKLIST OF TECHNICAL &
FINANCIAL DOCUMENTS

Standard Form No: NPCMGNSF-INFRA-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 AG4-REPAINTING OF POWER INTAKE
STRUCTURE AT AGUS 4 HEP
PR NO./REF. NO.: MG-A5M23-053/INFRA2023-AG5-034

SECTION IX- CHECKLIST OF TECHNICAL &
FINANCIAL DOCUMENTS

Standard Form No: NPCMGNSF-INFRA-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: AG4-REPAINTING OF POWER INTAKE
STRUCTURE AT AGUS 4 HEP
PR NO./REF. NO.: MG-A5M23-063/INFRA2023-AG5-034

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 Bidder*

BID DOCUMENTS

SECTION IX- CHECKLIST OF TECHNICAL & FINANCIAL DOCUMENTS

NAME OF PROJECT: AG4-REPAINTING OF POWER INTAKE STRUCTURE AT AGUS 4 HEP
 PR NO./REF. No.: MG-A5M23-063/INFRA2023-AG5-034

Standard Form Number: NPCM/GMSF-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 OLE of the Construction Safety and Health Officer
 3. TESDA Training Certificate (NCE) of Welder or Electrician, whichever is applicable
 4. Copy of Diploma and/or Service Record/Certificate of Employment of previous and/or current employer of Foreman, Welder, Plumber or Electrician, whichever is applicable
- shall be submitted during postqualification by the winning bidder.

Submitted by: _____ (Printed name & Signature)

Designation: _____

Date: _____

One of the requirements from the bidder to be included in his 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 AG: REPAINTING OF POWER INTAKE
 STRUCTURE AT AGUS 4 HEP
 PR NO / REF. NO. : MG-AGM23-069/INFRA2023-AG5-034

SECTION IX- CHECKLIST OF TECHNICAL &
 FINANCIAL DOCUMENTS

Standard Form Number : NPCMGNISF-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
A. Owned							
i.							
ii.							
iii.							
iv.							
B. Leased							
i.							
ii.							
iii.							
iv.							
C. Under Purchased Agreements							
i.							
ii.							
iii.							
iv.							

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

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

BID DOCUMENTS

NAME OF PROJECT: AG4-REPAINTING OF POWER INTAKE
STRUCTURE AT AGUS 4 HEP
PR. NO./REF. NO.: MG-ASM23-063/INFRA2023-AG5-034

SECTION IX- CHECKLIST OF TECHNICAL &
FINANCIAL DOCUMENTS

Standard Form No: NPCMGNSF-INFRR-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: AG4 REPAINTING OF POWER INTAKE
STRUCTURE AT AGUS 4 HEP
PR. NO./REF. NO.: MG-A5M23—063/INFRA2023-AG5-034

SECTION IX- CHECKLIST OF TECHNICAL &
FINANCIAL DOCUMENTS

Standard Form No: NPCMGNSF-INFR-07a

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- 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

[Jurati]

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

Standard Form No: NPCMGNSF-INFRA-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;

BID DOCUMENTS

NAME OF PROJECT: AG4-REPAINTING OF POWER INTAKE
STRUCTURE AT AGUS 4 HEP
PR NO./REF. NO.: MG-A5M23-063/INFRA2023-AG5-034

SECTION IX- CHECKLIST OF TECHNICAL &
FINANCIAL DOCUMENTS

Standard Form No: NPCMGNSF-INF-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: AG4, REPAINTING OF POWER INTAKE
STRUCTURE AT AGUS 4 HEP
PR NO./REF. NO.: MG-A5M23-063/INFRA2023-AG5-034

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
: _____

BID DOCUMENTS

NAME OF PROJECT: AG4 REPAINTING OF POWER INTAKE
STRUCTURE AT AGUS 4 HEP
PR NO./REF. NO: MG-ASM23-063/INFRA2023-AG5-034

SECTION IX- CHECKLIST OF TECHNICAL &
FINANCIAL DOCUMENTS

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, REPAINTING OF POWER INTAKE
STRUCTURE AT AGUS 4 HEP**

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

PR NO./REF. NO.: MG-A5M23—083/INFRA2023-AG5-034

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.

BID DOCUMENTS

NAME OF PROJECT AG4 REPAINTING OF POWER INTAKE

STRUCTURE AT AGUS 4 HEP

PR NO./REF. NO.: MG-A5M23-063/INFRA2023-AG5-034

SECTION IX- CHECKLIST OF TECHNICAL & FINANCIAL DOCUMENTS

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	

BID DOCUMENTS

NAME OF PROJECT: AG4-REPAINTING OF POWER INTAKE
STRUCTURE AT AGUS 4 HEP
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SECTION IX- CHECKLIST OF TECHNICAL &
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*If the bidder is a joint venture, one of the requirements is the submission of a valid joint venture agreement.
Standard Form No: NPCMGNSF-INFRA-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 guidelines¹ for this purpose;
- h. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Documents;

¹ currently based on GPPB Resolution No. 09-2020

Page 2 of 2

Standard Form No: NPCMGNSF-INFR-10

- i. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed; and
- 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: _____

NAME OF PROJECT AG4 REPAINTING OF POWER INTAKE
STRUCTURE AT AGUS 4 HEP
PR NO./REF. NO. MG-A5M23-063/INFRA2023-AG5-034

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 AG4 REPAINTING OF POWER INTAKE
STRUCTURE AT AGUS 4 HEP
PR. NO./REF. NO.: MG-A5M23-063/INFRA2023-AG5-034

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/manufacture/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]*

NAME OF PROJECT AG4 REPAINTING OF POWER INTAKE
STRUCTURE AT AGUS 4 HEP
PR NO./REF. NO.: MG-A5M23-063/INFRA2023-AG5-034

[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

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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]

Republic of the Philippines



Government Procurement Policy Board