

SECTION VIII – BIDDING FORMS

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Standard Form No: NPCSF-GOODS-01

Checklist of Technical & Financial Envelope Requirements for Bidders

A. THE 1ST ENVELOPE (TECHNICAL COMPONENT) SHALL CONTAIN THE FOLLOWING:

1. ELIGIBILITY DOCUMENTS

a. (CLASS A)

➤ Any of the following:

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

OR:

- The following updated and valid Class “A” eligibility documents enumerated under “Annex A” of the Platinum Membership:
 - Registration Certificate from the Securities and Exchange Commission (SEC) for corporations, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives;
 - Mayor’s/Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas.
In cases of recently expired Mayor’s/Business permits, it shall be accepted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post qualification requirement in accordance with Section 34.2 of the Revised IRR of RA 9184.
 - The prospective bidder’s audited financial statements, showing, among others, the prospective bidder’s total and current assets and liabilities, stamped “received” by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.
 - Tax clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR or as stated under GPPB NPM-039-2014, for Non-Resident Foreign Corporation (NRFC) and Non-Resident Alien Not Engaged in Trade or Business (NRANETB), a Delinquency Verification Certificate may be submitted as a form of Tax Clearance;

OR:

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

(The Single Largest Completed Contract (SLCC) as declared by the bidder shall be verified and validated to ascertain such completed contract. Hence, bidders must ensure access to sites of such projects/equipment to NPC representatives for verification and validation purposes during post-qualification process.

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It shall be a ground for disqualification, if verification and validation cannot be conducted for reasons attributable to the Bidder.)

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

b. (CLASS B)

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

2. Technical Documents

- Bid Security, any one of the following:
 - Bid Securing Declaration (NPCSF-GOODS-06c)
 - OR**
 - Cash or Cashier's/Manager's check issued by a Universal or Commercial Bank – 2% of ABC;
 - OR**
 - Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: (NPCSF-GOODS-06a) - 2% of ABC;
 - OR**
 - Surety Bond callable upon demand issued by a reputable surety or insurance company (NPCSF-GOODS-06b) - 5% of ABC, with
 - Certification from the Insurance Commission as authorized company to issue surety
- **Duly signed, completely filled-out and notarized Omnibus Sworn statement (Revised) (NPCSF-GOODS-07), complete with the following attachments:**
 - **For Sole Proprietorship:**
 - **Special Power of Attorney**
 - **For Partnership/Corporation/Cooperative/Joint Venture:**

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- **Document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)**
 - Data and Information to be submitted with the Bid/Proposal as specified in the Clause TS-5.0 of Section VI - Technical Specifications (*if any or if applicable*)
 - Complete eligibility documents of the proposed subcontractor, if any

B. THE 2ND ENVELOPE (FINANCIAL COMPONENT) SHALL CONTAIN THE FOLLOWING:

- Duly signed Bid Letter indicating the total bid amount in accordance with the prescribed form (NPCSF-GOODS-08)
- Duly signed and completely filled-out Schedule of Requirement (*Section VII*) indicating the unit and total prices per item and the total amount in the prescribed Price Schedule form.
- For Domestic Bidder claiming for domestic preference:
 - Letter address to the BAC claiming for preference
 - Certification from DTI as Domestic Bidder in accordance with the prescribed forms provided

CONDITIONS:

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

Standard Form Number: NPCSF-GOODS-02

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

Business Name : _____
 Business Address : _____

Name of Contract/ Project Cost	a. Owner's Name b. Address c. Telephone Nos.	Nature of Work	Bidder's Role		a. Date Awarded b. Date Started c. Date of Completion or Contract Duration/ Date of Delivery	Value of Outstanding Works / Undelivered Portion
			Description	%		
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 the following documents for all the contract(s) stated above which shall be submitted during Post-qualification:

1. Contract/Purchase Order and/or Notice of Award
2. Certification coming from the project owner/client that the performance is satisfactory as of the bidding date.

Submitted by : _____
 (Printed Name & Signature)

Designation : _____

BID DOCUMENTS

SUPPLY AND DELIVERY OF LABOR, MATERIALS AND OTHER ITEMS FOR
THE CONSTRUCTION OF WATER TIGHT SEPTIC TANK AND COMFORT
ROOM FOR PILAS DPP

SECTION VIII – BIDDING FORMS

PR NO. S3-PIP23-008

Date : _____

Standard Form Number: NPCSF-GOODS-03

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

Business Name : _____
 Business Address : _____

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

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

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

Standard Form Number: NPSCF-GOODS-04

NET FINANCIAL CONTRACTING CAPACITY (NFCC)

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

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

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

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

NFCC = P _____

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

Submitted by:

Name of Supplier / Distributor / Manufacturer

Signature of Authorized Representative

Date : _____

BID DOCUMENTS

SUPPLY AND DELIVERY OF LABOR,
MATERIALS AND OTHER ITEMS FOR THE
CONSTRUCTION OF WATER TIGHT
SEPTIC TANK AND COMFORT ROOM FOR
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PR NO. S3-PIP23-008

Standard Form Number: NPCSF-GOODS-05

JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

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

- and-

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

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

NAME OF PROJECT

CONTRACT AMOUNT

That the capital contribution of each member firm:

NAME OF FIRM	CAPITAL CONTRIBUTION
1.	₱
2.	₱

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

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

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

Name & Signature of Authorized Representative

Official Designation

Name of Firm

Name & Signature of Authorized Representative

Official Designation

Name of Firm

Witnesses

1. _____

2. _____

[Jurat]

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

Standard Form Number: NPCSF-GOODS-06a

FORM OF BID SECURITY (BANK GUARANTEE)

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

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

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

THE CONDITIONS of this obligation are that:

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

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

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

BID DOCUMENTS

SUPPLY AND DELIVERY OF LABOR,
MATERIALS AND OTHER ITEMS FOR THE
CONSTRUCTION OF WATER TIGHT
SEPTIC TANK AND COMFORT ROOM FOR
PILAS DPP

SECTION VIII – BIDDING FORMS

PR NO. S3-PIP23-008

DATE _____

SIGNATURE OF THE BANK _____

WITNESS _____

SEAL _____

(Signature, Name and Address)

Standard Form Number: NPCSF-GOODS-06b

FORM OF BID SECURITY (SURETY BOND)

BOND NO.: _____ DATE BOND EXECUTED: _____

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

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

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

NOW, THEREFORE, the conditions of this obligation are:

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

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

PROVIDED HOWEVER, that the Surety shall not be:

- a) liable for a greater sum than the specified penalty of this bond, nor

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

Standard Form Number: NPCSF-GOODS-06b

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

PRINCIPAL _____

SURETY _____

SIGNATURE(S) _____

SIGNATURE(S) _____

NAME(S) AND TITLE(S) _____

NAME(S) _____

SEAL _____

SEAL _____

Standard Form No: NPCSF-GOODS-06c

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

BID-SECURING DECLARATION
SUPPLY AND DELIVERY OF LABOR, MATERIALS AND OTHER ITEMS FOR THE
CONSTRUCTION OF WATER TIGHT SEPTIC TANK AND COMFORT ROOM FOR PILAS
DPP
PR NO. S3-PIP23-008

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

I/We¹, the undersigned, declare that:

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

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

[Name and Signature of Bidder's Representative/
Authorized Signatory]

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

[Signatory's legal capacity]
Affiant

[Jurat]

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

Standard Form No: NPCSF-GOODS-07

Omnibus Sworn Statement (Revised)

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

AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

[If a corporation or joint venture:] None of the officers, directors, and controlling stockholders of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;
7. [Name of Bidder] complies with existing labor laws and standards; and
8. [Name of Bidder] is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
 - a. Carefully examining all of the Bidding Documents;
 - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
 - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
 - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the [Name of the Project].
9. [Name of Bidder] did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]

[Insert signatory's legal capacity]
Affiant

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

Standard Form No: NPCSF-GOODS-08

BID LETTER

Date: _____

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

Gentlemen:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*_____, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to perform **SUPPLY AND DELIVERY OF LABOR, MATERIALS AND OTHER ITEMS FOR THE CONSTRUCTION OF WATER TIGHT SEPTIC TANK AND COMFORT ROOM FOR PILAS DPP (PR NO. S3-PIP23-008)** in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]*_____ or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

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

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

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

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

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

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

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

BID DOCUMENTS

SUPPLY AND DELIVERY OF LABOR,
MATERIALS AND OTHER ITEMS FOR THE
CONSTRUCTION OF WATER TIGHT
SEPTIC TANK AND COMFORT ROOM FOR
PILAS DPP

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PR NO. S3-PIP23-008

[name and signature of authorized signatory]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of

[name of bidder]

Bank Guarantee Form for Advance Payment

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

[name of Contract]

Gentlemen and/or Ladies:

In accordance with the Advance Payment Provision, of the General Conditions of Contract, *[name and address of Supplier]* (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[name of the universal/commercial bank]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the PROCURING ENTITY on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the PROCURING ENTITY and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date the advance payment is received by the Supplier under the Contract and until the Goods are accepted by the PROCURING ENTITY.

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

CERTIFICATION AS A DOMESTIC BIDDER

This is to certify that based on the records of this office, *(Name of Bidder)* _____ is duly registered with the DTI on _____.

This further certifies that the articles forming part of the product of *(Name of Bidder)* _____ which are/is *(Specify)* _____ are substantially composed of articles, materials, or supplies grown, produced or manufactured in the Philippines. (Please encircle the applicable description/s).

This certification is issued upon the request of *(Name of Person/Entity)* _____ in connection with his intention to participate in the bidding for the *(Name of Project)* _____ of the National Power Corporation (NPC).

Given this ___ day of _____ 20__ at _____, Philippines

Name

Position

Department of Trade & Industry

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Section VI - Technical Specifications

Part I – GENERAL WORKS

TS-1.0 GENERAL

This specification covers the features and technical requirements for all supervision, labor, materials, supplies, tools and equipment in accordance with specifications to complete the **SUPPLY AND DELIVERY OF LABOR, MATERIALS AND OTHER ITEMS FOR THE CONSTRUCTION OF WATER TIGHT SEPTIC TANK AND COMFORT ROOM FOR PILAS DPP.**

The Contractor shall accept full responsibility for its work in the performance qualifications, specifications, documentation, reports, fabrication, corrosion protection, cleaning, shop testing, preparation for shipment, field testing, warranty provisions and compliance with the applicable codes and standards and the requirements of this specification.

The Contractor shall strictly observe the general requirements of this specification in conjunction with the specific requirements specified in the relevant specifications.

TS-2.0 SCOPE OF WORKS

The scope of work shall cover the **SUPPLY AND DELIVERY OF LABOR, MATERIALS AND OTHER ITEMS FOR THE CONSTRUCTION OF WATER TIGHT SEPTIC TANK AND COMFORT ROOM FOR PILAS DPP.**

Schedule of Requirements of Spare Parts

ITEM	DESCRIPTION	QTY.	
1	SUPPLY AND DELIVERY OF LABOR, MATERIALS AND OTHER ITEMS FOR THE CONSTRUCTION OF WATER TIGHT SEPTIC TANK AND COMFORT ROOM WITH COMPLETE ACCESSORIES FOR PILAS DPP	1	LOT
	SCOPE OF WORKS		
	1. EARTHWORKS AND EXCAVATIONS AND FORMATION OF FOUNDATION		
	2. FORMATTING AND STEEL REBARS AND FORMATION OF HOLLOW BLOCK		
	3. MASONRY AND CONCRETING WORKS, INSTALLATION OF PIPINGS, EXHAUST FAN ,REST ROOM ACCESSORIES, AND ROOFINGS		
	4. WALL PLASTERING, PAINTING AND INSTALLATION OF TILES		

ITEM	DESCRIPTION	QTY.
	5. CLEARING OF JOB SITE	
	NOTE: PLEASE SEE ATTACHED DRAWINGS FOR REFERENCE	

TS-3.0 DELIVERY PERIOD AND LOCATION

The contractor shall complete the works as herein specified within **NINETY (90) CALENDAR DAYS** reckoned from receipt of Notice to Proceed.

The project shall be constructed at **Pilas Diesel Power Plant, Pilas, Hji. Muhtamad, Basilan**

The Supplier shall be responsible for visiting the site and take particular reference to its accessibility, means of communication and transportation, and all other factors that could hamper the smooth execution of the contract.

Any and/or all expenses arising through the lack of knowledge or understanding regarding the existing conditions of the site shall be the responsibility of the Supplier and no additional payment thereof shall be made by NPC.

TS-4.0 ACCEPTANCE CRITERIA

When all the works and services have been satisfactorily completed as required in the Contract, the Contractor may give notice to this effect to NPC. Such notice shall be deemed to be the basis for NPC to conduct acceptance. Certificate of acceptance shall be issued within fifteen (15) days after all works have been inspected and found in conformance to the specifications and contract requirements.

The Defects Liability Period of one (1) year for the completed Works shall commence on the date of issue of the Certificate of Completion. During this period, the Contractor shall undertake the repair works, at his own expense, of any damage to the infrastructure on account of the use of materials of inferior quality, within ninety (90) days from the time NPC has issued an order to undertake repair. In case of failure or refusal to comply with this mandate, NPC shall undertake such repair works and shall be entitled to full reimbursement of expenses incurred therein upon demand.

TS-5.0 DRAWINGS AND DOCUMENTS TO BE SUBMITTED

- a. To be submitted with the bid
 - a.1 Completely filled-out Technical Data Sheets.
 - a.2 Bar chart/Schedule of Activities
- b. To be submitted before/ during construction of project

b.1 “Warranty” Certificate for one (1) year against damages/force majeure.

TS-6.0 GUARANTEE

One (1) year after the issuance of Certificate of Completion, provided that there are no defects found and/or pending repair works, NPC shall issue the Certificate of Final Acceptance for the completed Works. Project warranty period shall start upon issuance of final acceptance.

The Supplier shall submit a Warranty Certificate (at least 1 year) effective from the date of acceptance by NPC.

Section VI - Technical Specifications

Part II – GENERAL WORKS

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PART II – TECHNICAL DATA SHEETS

**SUPPLY AND DELIVERY OF LABOR, MATERIALS AND OTHER
ITEMS FOR THE CONSTRUCTION OF WATER TIGHT SEPTIC TANK
AND COMFORT ROOM FOR PILAS DPP**

1. The Bidder shall complete this technical data sheet and submit the filled-up form with the technical proposal. The Bidder shall use continuation sheets as necessary for any other additional information keeping to the format shown herein or by reproducing the same.
2. NPC reserves the right to reject Bids without proper and/or specific data and information as required herein.
3. The data required are technical features and characteristics of the Equipment/Component/Parts to be provided by the bidder. Bidder's proposal shall at least be equal or superior to the requirements specified by NPC.

1.0 TECHNICAL DATA

ITEM	DESCRIPTION	NPC REQUIREMENTS		SUPPLIER'S DATA	
		PART NO.	QTY.	PART NO.	QTY
1	SUPPLY AND DELIVERY OF LABOR, MATERIALS AND OTHER ITEMS FOR THE CONSTRUCTION OF WATER TIGHT SEPTIC TANK AND COMFORT ROOM FOR PILAS DPP	N/A	1 LOT		
	SCOPE OF WORKS				
	1. EARTHWORKS AND EXCAVATIONS AND FORMATION OF FOUNDATION				
	2. FORMATTING AND STEEL REBARS AND FORMATION OF HOLLOW BLOCK				
	3. MASONRY AND CONCRETING WORKS, INSTALLATION OF PIPINGS, EXHAUST FAN ,REST ROOM ACCESSORIES, AND ROOFINGS				

	4. WALL PLASTERING, PAINTING AND INSTALLATION OF TILES				
	5. CLEARING OF JOB SITE				
	NOTE: PLEASE SEE ATTACHED DRAWINGS FOR REFERENCE				

Name of Bidder

**Name and Signature of
Authorized Representative**

Signature



National Power Corporation

**Invitation to Bid for the
SUPPLY AND DELIVERY OF LABOR, MATERIALS AND OTHER ITEMS FOR THE
CONSTRUCTION OF WATER TIGHT SEPTIC TANK AND COMFORT ROOM FOR
PILAS DPP
(Purchase Requisition No.: PR No. S3-PIP23-008)**

1. The National Power Corporation (NPC), its CY 2023 Corporate Budget intends to apply the sum stated below, being the Approved Budget for the Contract (ABC) to payments under the contract for the subject PR Bids received in excess of the ABC shall be automatically rejected at bid opening.

PR No./ Description	PR No. S3-PIP23-008/ SUPPLY AND DELIVERY OF LABOR, MATERIALS AND OTHER ITEMS FOR THE CONSTRUCTION OF WATER TIGHT SEPTIC TANK AND COMFORT ROOM FOR PILAS DPP
ABC	THREE HUNDRED SIXTY FIVE THOUSAND PESOS, (₱365,000.00)

2. The National Power Corporation now invites bids for the above Procurement Project. Delivery of the Goods is required within the contract period specified in the Technical Specifications. Bidders should have completed, within ten (10) years from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II (Instructions to Bidders).
3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.
4. Prospective Bidders may obtain further information from National Power Corporation, Bids and Contracts Services Division and inspect the Bidding Documents at the address given below during office hours (8:00AM to 5:00PM), Monday to Friday.
5. A complete set of Bidding Documents may be acquired by interested Bidders on **May 25, 2023** from the given address and website(s) and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB, in the amount of **Five Hundred Pesos (₱500.00)**.
6. The National Power Corporation will hold a Pre-Bid Conference on **June 1, 2023** at **10:00AM** through video conferencing or webcasting which shall be open to prospective bidders.

VIDEO CONFERENCE LINK:

PRE-BID CONFERENCE

Thursday, June 1 · 10:00am – 12:00pm

Time zone: UTC

Google Meet joining info

Video call link: <https://meet.google.com/ytt-qvgt-jic>

Or dial: (US) +1 585-532-5459 PIN: 646 815 440#

More phone numbers: <https://tel.meet/ytt-qvgt-jic?pin=8866857554122>

7. Bids must be duly received by the BAC Secretariat through manual submission at the office address indicated below, on or before **June 15, 2023, 9:00AM**. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.
9. Bid opening shall be on **June 15, 2023**, at **9:00AM** Conference Room, NPC Gov. Camins Ext., Zamboanga City. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.
10. The National Power Corporation reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.
11. For further information, please refer to:

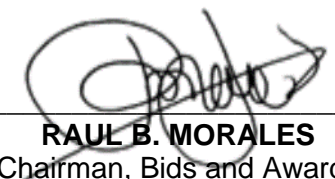
BAC SECRETARIAT

National Power Corporation

Gov. Camins Ext., Zamboanga City.

12. You may visit the following websites:

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



RAUL B. MORALES
Chairman, Bids and Awards

SECTION II – INSTRUCTIONS TO BIDDERS

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SECTION II – INSTRUCTIONS TO BIDDERS

1. Scope of Bid

The **National Power Corporation (NPC or NAPOCOR)** wishes to receive Bids for the **SUPPLY AND DELIVERY OF LABOR, MATERIALS AND OTHER ITEMS FOR THE CONSTRUCTION OF WATER TIGHT SEPTIC TANK AND COMFORT ROOM FOR PILAS DPP**, with identification number **PR NOS. S3-PIP23-008**.

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

2. Funding Information

2.1. The GOP through the source of funding as indicated below for CY 2023 in the amount of **₱365,000.00**.

2.2. The source of funding is the Corporate Operating Budget of the National Power Corporation.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

- 5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.
- 5.2. Foreign ownership exceeding those allowed under the rules may participate when citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines.

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

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

6. Origin of Goods

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

7. Subcontracts

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

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

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

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within ten (10) years prior to the deadline for the submission and receipt of bids.

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

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

11. Documents comprising the Bid: Financial Component

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

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

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

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

12. Bid Prices

12.1 All bid prices for the given scope of work in the Project as awarded shall be considered as fixed prices, as 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

13. Bid and Payment Currencies

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

13.2. Payment of the contract price shall be made in Philippine Pesos.

14. Bid Security

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

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

15. Sealing and Marking of Bids

Each Bidder shall submit one original and one certified photocopy of the bidding documents(Technical and Financial Components).

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.

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

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

19.3. The descriptions of the lots or items shall be indicated in **Section VI (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded to one (1) Bidder in one complete contract.

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or

items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

SECTION III - BID DATA SHEET

ITB Clause	
5.3	<p>For this purpose, contracts similar to the Project shall be:</p> <ul style="list-style-type: none"> a. Construction of similar to the project involving at least construction of comfort room and water tight septic tank b. Completed within ten (10) years prior to the deadline for the submission and receipt of bids. <p>The Single Largest Completed Contract (SLCC) as declared by the bidder shall be verified and validated to ascertain such completed contract. Hence, bidders must ensure access to sites of such projects/equipment to NPC representatives for verification and validation purposes during post-qualification process.</p> <p>It shall be a ground for disqualification, if verification and validation cannot be conducted for reasons attributable to the Bidder.</p>
7.1	<p>Subcontracting may be allowed on transport, local/non-skilled labor under the supervision of the Bidder. The Bidder shall not be relieved from any liability or obligation that may arise from the performance of the Subcontractor.</p>
10.4	<p>The list of on-going contracts (Form No. NPCSF-GOODS-02) shall be supported by the following documents for each on-going contract to be submitted during Post-Qualification:</p> <ul style="list-style-type: none"> 1. Contract/Purchase Order and/or Notice of Award 2. Certification coming from the project owner/client that the performance is satisfactory as of the bidding date <p>The bidder shall declare in this form all his on-going government and private contracts including contracts where the bidder (either as individual or as a Joint Venture) is a partner in a Joint Venture agreement other than his current joint venture where he is a partner. Non declaration will be a ground for disqualification of bid.</p> <p>The Statement of the bidder’s Single Largest Completed Contract (SLCC) similar to the contract to be bid (Form No. NPCSF-GOODS-03) shall be supported by the following documents to be submitted during Bid Opening:</p> <ul style="list-style-type: none"> 1. Contract/Purchase Order 2. Certificate of Acceptance; or Certificate of Completion; or Official Receipt(O.R); or Sales Invoice

	The prospective bidders shall declare its Joint Venture partner during the purchase of bid/tender documents. Any single bidder/s who already procured/secured the bidding documents but want to avail the Joint Venture Agreement (JVA) shall inform the BAC in writing prior to the bid opening for records and documentation purposes. Failure to do so shall be a ground for disqualification/non-acceptance of its bid.
10.5	Bidders shall also submit the following requirements in their first envelope, Eligibility and Technical Component of their bid: <ol style="list-style-type: none"> 1. Data and Information to be submitted with the Proposal as specified in Clause TS-5.0 of Section VI - Technical Specifications; 2. Complete eligibility documents of the proposed sub-contractor, if any
12	The price of the Goods shall be quoted DDP Project Site or the applicable International Commercial Terms (INCOTERMS) for this Project.
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: <ol style="list-style-type: none"> a) The amount of not less two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b) The amount of not less than five percent (5%) of ABC, if bid security is in Surety Bond.
19.3	The Goods are grouped together in one (1) lot and will be awarded to one (1) Bidder in one complete contract. Partial bid is not allowed. The Goods are grouped in a single lot and the lot shall not be divided into sub-lots for the purpose of bidding, evaluation, and contract award. The Bidders bid offer must be within the ABC of the lot and ABC per item. Bid offers that exceed the ABC of the lot or any of the item, with incomplete price, shall be rejected.
19.5	If the Bidder opted to submit a Committed Line of Credit (CLC), the bidder must submit a granted credit line valid/effective at the date of bidding.
20.1	Additional documents to be submitted during Post-Qualification: <ol style="list-style-type: none"> a. Latest Income Tax Returns filed and paid through the BIR Electronic Filing and Payment System (eFPS); b. Business Tax/VAT Returns within the last six (6) months preceding the date of

	<p>the bid submission, filed and paid through the BIR (eFPS);</p> <p>c. PhilGEPS Registration (Platinum Membership), if not yet submitted with the bid;</p> <p>d. Valid and current Mayor's/Business Permit, if under renewal during bidding;</p> <p>e. Contract/Purchase Order and/or Notice of Award for the contracts stated in the List of all Ongoing Government & Private Contracts Including Contracts Awarded but not yet Started (NPCSF-GOODS-02);</p> <p>f. Certification coming from the project owner/client that the performance is satisfactory as of the bidding date for all ongoing contracts stated in Form NPCSF-GOODS-02;</p> <p>g. Manufacturer's brochures, manuals and other supporting documents of equipment, materials, hardware and tools proposed by the bidders must comply with the technical specifications of such equipment, materials, hardware and tools. It shall be a ground for disqualification if the submitted brochures, manuals and other supporting documents are determined not complying with the specifications during technical evaluation and post-qualification process.</p> <p>Equipment, materials, hardware and tools proposed by the winning bidder to be supplied, which were evaluated to be complying with the technical specifications, shall not be replaced and must be the same items to be delivered/installed/used during the contract implementation. Any proposed changes/replacement of said items may be allowed on meritorious reasons subject to validation and prior approval by NPC.</p>
20.2	The licenses and permits relevant to the Project and the corresponding law requiring it as specified in the Technical Specifications, if any.
21.2	Notice to Proceed.

SECTION IV – GENERAL CONDITIONS OF CONTRACT

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SECTION IV – GENERAL CONDITIONS OF CONTRACT

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex “D” of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

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

3.2. The performance bond to be posted by the Contractor must also comply with additional requirements specified in the **SCC**.

4. Inspection and Tests

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

tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.2.2 of the 2016 revised IRR of RA No. 9184.
- 5.2 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.
- 5.3 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipts of such notice, the Supplier shall **correct/repair or replace the defective Goods or parts thereof within the period specified in the SCC**, without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

SECTION V – SPECIAL CONDITIONS OF CONTRACT

GCC Clause	
2	Sectional Completion is not specified
4	<p>It shall also be the obligation and responsibility of the Contractor to carry out the Works properly and in accordance with this Contract, including but not limited to the following conditions:</p> <p>a. The Contractor shall conduct the Works with due regard to safety and health in accordance with its Construction Safety and Health Program (CSHP) duly approved by the Department of Labor & Employment (DOLE) and in compliance with the DOLE Department Order No. 13 - The Guidelines Governing Occupational Safety and Health in the Construction Industry.</p> <p>Failure to comply with the approved CSHP will be considered as noncompliance with the Contract and shall result to the imposition of Section 19, Violation and Penalties of the DOLE Department Order No. 13 and any appropriate sanctions such as, but not limited to:</p> <ol style="list-style-type: none"> 1. Suspend the work until the Contractor complies with the approved CSHP with the condition that the work resumption will not incur additional cost to the Corporation; 2. Suspend payment of the portion of work under question; 3. Correct the situation by employing 3rd party and charge all expenses incurred to the Contractor's collectibles/securities; and 4. Report the condition to the Bureau of Working Conditions of the DOLE for their appropriate action. <p>b. The Contractor shall be responsible for the strict compliance with the provision of the Philippine Laws affecting labor and operation of Work under the contract and shall be responsible for the payment of all indemnities arising out of any labor accident which may occur in the execution of the Works and for which he may be responsible under Republic Act 3428, as amended, known as the Workmen's Compensation Law.</p>

	<ul style="list-style-type: none"> c. The Contractor is obliged to exercise due care so as not to endanger life and property in the vicinity of the Works where he operates in connection with this Contract. He shall be liable for all damages incurred in any manner by acts of negligence of his own, or his agents, employees, or workmen. d. It is the responsibility of the Contractor for the strict compliance with the requirements of the Philippine Clean Air Act of 1999 (R.A. 8749) and Philippine Clean Water Act of 2004 (R.A. 9275). The Contractor shall be liable for any damages/destructions to the environment including penalties that will be imposed by the Department of Environment and Natural Resources (DENR) arising from noncompliance of the requirements thereof. e. The Contractor shall be responsible for the strict compliance with the requirements of the Environmental Compliance Certificate (ECC) issued for this project (if any) and DEN Administrative Order No. 26. He shall be liable for any damages/destructions to the environment including penalties that will be imposed by the DEN arising from non-compliance thereof, in any manner by his acts or negligence, or by his agents, employees, or workmen in the execution of the Works. The Contractor may employ a Pollution Control Officer accredited with the DEN for the duration of the project, if so required by the DENR Administrative Order No. 26 f f. It shall be the Contractor's responsibility for the correctness, accuracy and quality of works. NC's approval does not relieve his contractual obligation and responsibility under this contract. g. Payment of all forms of taxes, such as value added tax (VAT) including municipal licenses and permits, and others that may be imposed by the Philippine Government or any of its agencies and political subdivisions in connection with the Contract shall be for the account of the Contractor. h. In general, the Contractor is totally responsible for the execution of the Works and therefore, takes upon himself all the technical, legal and economic risks and all obligations which could arise therefrom or connected therewith. The overall responsibility of the Contractor includes the responsibility for actions or omissions of his own personnel as well as the personnel of the sub-contractors
<p>4.1</p>	<p>NPC shall give access to the Site for the Contractor to commence and proceed with the works on the start date. The access to the site referred herein shall not be exclusive to the Contractor but only to enable him to</p>

	execute the Work
5	<p>1. The following must be indicated in the performance bond to be posted by the Contractor:</p> <p>Company Name</p> <p>Correct amount of the Bond</p> <p>Contract/Purchase Order Reference Number</p> <p>Purpose of the Bond: To guarantee the faithful performance of the Principal's obligation to undertake (Contract/Purchase Order Description) in accordance with the terms and conditions of (Contract No. Schedule/Purchase Order No.) entered into by the parties."</p> <p>2. The bond shall remain valid and effective until the duration of the contract (should be specific date reckoned from the contract effectivity) plus sixty (60) days after PC's acceptance of the last delivery/final acceptance of the project.</p> <p>3. In case of surety bond, any extension of the contract duration or delivery period granted to the CONTRACTOR shall be considered as given, and any modification of the contract shall be considered as authorized, as if with the expressed consent of the surety, provided that such extension or modifications falls within the effective period of the said surety bond. However, in the event that the extension of the contract duration or delivery schedule would be beyond the effective period of the surety bond first posted, it shall be the sole obligation of the CONTRACTOR to post an acceptable Performance Security within ten (10) calendar days after the contract duration/delivery period extension has been granted by NPC.</p> <p>4. Other required conditions in addition to the standard policy terms issued by the Bonding Company:</p> <p>i. The bond is a penal bond, callable on demand and the entire amount thereof shall be forfeited in favor of the Obligee upon default of the Principal without the need to prove or to show grounds or reasons for demand for the sum specified therein;</p> <p>ii. The amount claimed by the Obligee under this bond shall be paid in full and shall never be subject to any adjustment by the Surety;</p> <p>iii. In case of claim, the Surety shall pay such claim within sixty (60) days from receipt by the Surety of the Obligee's notice of claim/demand letter notwithstanding any objection thereto by the Principal.</p>

6	No site Investigation Report
7.2	<p>In case of permanent structures, such as buildings of types 4 and 5 as classified under the National Building Code of the Philippines and other structures made of steel, iron, or concrete which comply with relevant structural codes (e.g., DPWH Standard Specifications), such as, but not limited to, steel/concrete bridges, flyovers, aircraft movement areas, ports, dams, tunnels, filtration and treatment plants, sewerage systems, power plants, transmission and communication towers, railway system, and other similar permanent structures: Fifteen (15) years.</p> <p>In case of semi-permanent structures, such as buildings of types 1, 2, and 3 as classified under the National Building Code of the Philippines, concrete/asphalt roads, concrete river control, drainage, irrigation lined canals, river landing, deep wells, rock causeway, pedestrian overpass, and other similar semi-permanent structures: Five (5) years</p> <p>In case of other structures, such as bailey and wooden bridges, shallow wells, spring developments and other similar structures: Two (2) years.</p>
10	No dayworks are applicable to the contract
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within Ten (10) calendar days of delivery of the Notice of Award/Letter of Acceptance.
11.2	<p>The period between Program of Work updates is Thirty (30) calendar days.</p> <p>The amount to be withheld for late submission of an updated Program of Work is One percent (1%) of contract amount.</p>
12	<p>During contract implementation, the Procuring Entity shall conduct Constructors Performance Evaluation in accordance with Section 12, Annex E of the Revised Implementing Rules and Regulation of R.A. 9184 using the NPC Constructors Performance Evaluation System (CPES)</p> <p>Guidelines.</p> <p>CPES ratings shall be used for the following purposes: a) eligibility screening/post-qualification; b) awarding of contracts; c) project monitoring & control; d) issuance of Certificate of Completion; and in adopting measures to further improve performance of contractors in the prosecution of government projects.</p> <p>Qualified Constructors Performance Evaluators (CP) shall conduct</p>

	<p>project evaluation as follows:</p> <p>(a) During Construction - Except for those projects with a duration of 90 calendar days and below which may be subjected to at least one (1) visit, all projects shall be subjected to a minimum of two (2) evaluations to be performed by the CPE. The number of evaluations beyond the prescribed minimum shall be determined by the CPES-Implementing Unit based on the size, nature and complexity of the project and shall be subject to approval by the proper authorities within the agency. The first evaluation shall be performed when the project is at least thirty percent (30%) physically complete or as maybe required by the CPES-IU using the S-curve or other appropriate means to determine whether there is substantial work completed for evaluation.</p> <p>(b) Upon Completion - only one evaluation shall be performed by the CPE right after the Project Implementation Group reports one hundred percent (100%) completion of the project.</p>
	<p>No further instructions</p>

ATTACHMENT 1

PR NO. SO-PIP23-008

SUPPLY AND DELIVERY OF LABOR, MATERIALS AND OTHER ITEMS FOR THE CONSTRUCTION OF WATER TIGHT SEPTIC TANK AND COMFORT ROOM FOR PILAS DPP

ITEM	DESCRIPTION	PART NO.	QTY		UNIT PRICE	TOTAL PRICE
1	SUPPLY AND DELIVERY OF LABOR, MATERIALS AND OTHER ITEMS FOR THE CONSTRUCTION OF WATER TIGHT SEPTIC TANK AND COMFORT ROOM FOR PILAS DPP		1	LOT	365,000.00	365,000.00
	MATERIALS TO BE SUPPLIED					
	1. EARTHWORKS AND EXCAVATIONS AND FORMATION OF FOUNDATION					
	2. FORMATTING AND STEEL REBARS AND FORMATION OF HOLLOW BLOCK					
	3. 3. MASONRY AND CONCRETING WORKS, INSTALLATION OF PIPINGS, EXHAUST FAN ,REST ROOM ACCESSORIES, AND ROOFINGS					
	4. WALL PLASTERING, PAINTING AND INSTALLATION OF TILES					
	5. CLEARING OF JOB SITE					
	NOTE: PLEASE SEE ATTACHED DRAWINGS FOR REFERENCE					

365,000.00



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

BID DOCUMENTS

Name of Project : SUPPLY AND DELIVERY OF LABOR, MATERIALS AND OTHER ITEMS FOR THE CONSTRUCTION OF WATER TIGHT SEPTIC TANK AND COMFORT ROOM FOR PILAS DPP

Contents:

- Section I** - Invitation to Bid
- Section II** - Instructions to Bidders
- Section III** - Bid Data Sheet
- Section IV** - General Conditions of Contract
- Section V** - Special Conditions of Contract
- Section VI** - Technical Specifications
 - PART I – Technical Specifications*
 - PART II – Technical Data Sheets*
- Section VII** - Schedule of Requirements
(Bid Price Schedule)
- Section VIII** - Bidding Forms

SECTION VI

**TECHNICAL
SPECIFICATIONS**

***(PART II - TECHNICAL DATA
SHEETS)***

SECTION VI

**TECHNICAL
SPECIFICATIONS**

***(PART I - TECHNICAL
SPECIFICATIONS)***

SECTION I

INVITATION TO BID

SECTION II

**INSTRUCTIONS TO
BIDDERS**

SECTION III

BID DATA SHEET

SECTION IV

GENERAL CONDITIONS OF CONTRACT

SECTION V

**SPECIAL CONDITIONS OF
CONTRACT**

SECTION VII

SCHEDULE OF REQUIREMENTS

SECTION VIII

BIDDING FORMS

**Section VII - SCHEDULE OF REQUIREMENTS
(Bid Price Schedule)**

SUPPLY AND DELIVERY OF LABOR, MATERIALS AND OTHER ITEMS FOR THE CONSTRUCTION OF WATER TIGHT SEPTIC TANK AND COMFORT ROOM FOR PILAS DPP

ITEM NO.	DESCRIPTION	QTY.- UNIT		* C O D E	UNIT PRICE FOR GOODS AND RELATED SERVICES TO BE SUPPLIED AND DELIVERED					TOTAL PRICE
					Total Price of Goods Delivered up to Philippine Port (Phil. Peso)+	Import Duties & other Levies Imposed by Phil. Govt. (Phil. Peso)	Value Added Tax and other Taxes Imposed by Phil. Govt. (Phil. Peso)	Local Transport from Port to Delivery Site (Phil. Peso)<	Total Unit Price (Phil. Peso) (E+F+G+H)	Local Currency (Phil. Peso) (J = I x C)
(A)	(B)	(C)		(D)	(E)	(F)	(G)	(H)	(I)	(J)
1	SUPPLY AND DELIVERY OF LABOR, MATERIALS AND OTHER ITEMS FOR THE CONSTRUCTION OF WATER TIGHT SEPTIC TANK AND COMFORT ROOM FOR PILAS DPP	1	LOT							
	MATERIALS TO BE SUPPLIED									
	1. EARTHWORKS AND EXCAVATIONS AND FORMATION OF FOUNDATION									
	2. FORMATTING AND STEEL REBARS AND FORMATION OF HOLLOW BLOCK									
	3. 3. MASONRY AND CONCRETING WORKS, INSTALLATION OF PIPINGS, EXHAUST FAN ,REST ROOM ACCESSORIES, AND ROOFINGS									
	4. WALL PLASTERING, PAINTING AND INSTALLATION OF TILES									
	5. CLEARING OF JOB SITE									
	NOTE: PLEASE SEE ATTACHED DRAWINGS FOR REFERENCE									
TOTAL										P _____
										(Amount in Words)

- * Bidders shall enter a code representing the Country of Origin of all imported equipment, materials and accessories
- + Cost of equipment, freight, insurance, etc. up to Phil. port of entry
- < Unit Price for Local Transportation, insurance and other local costs incidental to delivery of the goods from the Phil port of entry to final delivery site

Note: Final delivery shall be at Pilas DPP, Pilas, Hji. Muhtamad, Basilan

Code	Country of Origin

Name of Bidder: _____
Signature of Bidder: _____