

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

## **TERMS OF REFERENCE**

**Name of Project:** OPERATION AND MAINTENANCE (O/M) OF NPC  
TUGBOAT NO. 1 INCLUDING LABOR AND  
MATERIALS FOR ONE (1) YEAR

**PR No.** : S2-VOD20-034 (NPA)

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Design and Development Department





# National Power Corporation

## NEGOTIATED PROCUREMENT

### NP 2022-0001

- The NATIONAL POWER CORPORATION (NPC), through its approved Corporate Budget of CY 2022 intends to apply the sum of **(Please see schedule below)** being the Approved Budget for the Contract (ABC) to payments under the contract. Bids received in excess of the ABC shall be automatically rejected at Bid opening.

PR Nos./PB Ref Nos. & Description	Similar Contracts / SLCC	Pre-Negotiation Conference	Bid Submission/ Opening	ABC
S2-VOD20-034 / PB210111-NC00438 (NP4) Operation and Maintenance (O/M) of NPC Tugboat No.1 Including Labor and Materials for One (1) Year, NPC's Tugboat, Mooring Site, Mactan, Cebu	Operation and Maintenance of Tugboats and other sea crafts with minimum gross tonnage of 265 Tons	11 January 2022 9:30 A.M	18 January 2022 9:30 A.M	P 6,000,000.00
<b>Venue : Kañao Function Room, NPC Bldg., Dilliman, Quezon City</b>				

- The NPC now invites Bids for Item listed above. Delivery of the items is required within (see table below) in the Technical Specifications in the Terms of Reference. Bidders should have completed from the date of submission and receipt of bids, a contract similar to the Project., must be at least equivalent to an amount as stated in the Terms of Reference.


PR Nos./PB Ref Nos.	Delivery Period / Contract Duration	Relevant Period of SLCC reckoned from the date of submission & receipt of bids
S2-VOD20-034	Twelve (12) Months	Five (5) Years

- Bidding will be conducted through Negotiated Procurement procedures using a non-discretionary "pass/fail" criterion as specified in the Implementing Rules and Regulations (IRR) of Republic Act (RA) 9184, otherwise known as the "Government Procurement Reform Act".
- Interested bidders may obtain further information from BAC Secretariat at the address given below during office hours.
- A complete set of TOR will be provided to the interested Bidders from the address below. It may also be downloaded from the websites of the Philippine Government Electronic Procurement System (PhilGEPS) <http://www.philgeps.gov.ph> and National Power Corporation <http://www.napocor.gov.ph>,
- NPC will hold a Pre-Negotiation Conference on the date, time and venue stated above.

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

- a. Only a maximum of two (2) representatives from each bidder / company shall be allowed to participate
  - b. A "No Face mask / No Entry" policy shall be implemented in the NPC premises. Face mask shall be 3-ply surgical or KN95 mask type.
  - c. The requirements herein stated including the medium of submission shall be subject to GPPB Resolution No. 09-2020 dated 07 May 2020
  - d. The Guidelines on the Implementation of Early Procurement Activities (EPA) shall be subject to GPPB Circular No. 06-2019 dated 17 July 2019
7. Bids must be delivered to the address below on the date stated above. Late bids shall not be accepted.
8. NPC reserves the right to accept or reject any bid, to annul the bidding process, and to reject all bids at any time prior to contract award, without thereby incurring any liability to the affected bidder or bidders.
9. For further information, please refer to:

**Bids and Contracts Services Division,  
Logistics Department**  
BIR Road cor. Quezon Avenue  
Diliman, Quezon City  
Tel Nos.: 8924-5211 and  
8921-3541 local 5244  
Fax No.: 8922-1622  
Email: [bcسد@napocor.gov.ph](mailto:bcسد@napocor.gov.ph)  
[bcسد\\_napocor@yahoo.com](mailto:bcسد_napocor@yahoo.com)

  
**ATTY. ROGEL T. TEVES**  
Chairman, Bids and Awards Committee

## SECTION I

# INVITATION TO BID

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## SECTION I – INSTRUCTIONS TO BIDDERS

### A. General

#### 1. Scope of Bid

- 1.1. The National Power Corporation (NPC) wishes to conduct negotiated procurement for the **OPERATION AND MAINTENANCE (O/M) OF NPC TUGBOAT NO. 1 INCLUDING LABOR AND MATERIALS FOR ONE (1) YEAR (PR NO. S2-VOD20-034)** to selected Bidders in accordance with the revised IRR of R.A. 9184.
- 1.2. NPC's address is:  
  
Office : **Bids and Contracts Services Division (BCSD)**  
Address : Ground Floor, Building No. 1  
National Power Corporation  
BIR Road corner Quezon Avenue  
Diliman, Quezon City, Metro Manila 1100  
Tel Nos. : 8924-52-11 and 8921-3541 Loc. 5564  
Tel/Fax No. : 8922-16-22  
Email : [bcسد@napocor.gov.ph](mailto:bcسد@napocor.gov.ph)
- 1.3. For such purpose, the BAC may send its official letters/correspondences/notices through email. Upon securing the bidding documents, Bidders shall be required to indicate their official email and alternate email addresses. All letters/correspondences/notices sent by the BAC through the designated/official email shall be considered officially received by all bidders on the date indicated in National Power Corporation's sent folder.
- 1.4. Contract scope shall be as specified in the Technical Specifications and Bid Price Schedule. All appurtenances and associated supplies/works required to complete the works shall be deemed included in the scope of the contract.
- 1.5. 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. Bid offers that exceed the ABC of the lot or with incomplete price, shall be rejected.

#### 2. Source of Funds

- 2.1. The Funding Source is the Government of the Philippines (GOP) through the 2021 Corporate Budget of NPC, in the total amount of **SIX MILLION PESOS (P 6,000,000.00)** shall be used to finance the cost of this procurement.
- 2.2. Payments will be made by NPC upon approval of the claims in accordance with the provisions, terms and conditions of the contract and existing and applicable law.

### **3. Corrupt, Fraudulent, Collusive, and Coercive Practices**

3.1. NPC as well as the bidders and suppliers shall observe the highest standard of ethics during the procurement and execution of the contract. In pursuance of this policy, NPC:

(a) defines, for purposes of this provision, the terms set forth below as follows:

(i) “corrupt practice” means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in RA 3019.

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of NPC, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive NPC of the benefits of free and open competition.

(iii) “collusive practices” means a scheme or arrangement between two or more Bidders, with or without the knowledge of NPC, designed to establish bid prices at artificial, non-competitive levels.

(iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;

(v) “obstructive practice” is

(aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of NPC or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of NPC or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

3.2. Further, NPC will seek to impose the maximum civil, administrative, and/or criminal penalties available under applicable laws on individuals and organizations deemed to be involved in any of the practices mentioned in ITB Clause 3.1(a).

3.3. Furthermore, NPC reserve the right to inspect and audit records and accounts of a bidder or supplier in the bidding for and performance of a contract themselves or through independent auditors as reflected in the GCC Clause 3.

#### 4. Conflict of Interest

4.1. All Bidders found to have conflicting interests shall be disqualified to participate in the procurement at hand, without prejudice to the imposition of appropriate administrative, civil, and criminal sanctions. A Bidder may be considered to have conflicting interests with another Bidder in any of the events described in paragraphs (a) through (c) below and a general conflict of interest in any of the circumstances set out in paragraphs (d) through (g) below:

- (a) A Bidder has controlling shareholders in common with another Bidder;
- (b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;
- (c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;
- (d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of NPC regarding this bidding process;
- (e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;
- (f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid; or
- (g) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

4.2. In accordance with Section 47 of the IRR of RA 9184, all Bidding Documents shall be accompanied by a sworn affidavit of the Bidder that it is not related to the Head of Procuring Entity/NPC (HoPE), members of the Bids and Awards Committee (BAC), members of the Technical Working Group (TWG), members of the BAC Secretariat, the head of the Project Management Office (PMO) or the end-user unit, and the project consultants, by consanguinity or affinity up to the third civil degree. On the part of the Bidder, this Clause shall apply to the following persons:

- (a) If the Bidder is an individual or a sole proprietorship, to the Bidder himself;
- (b) If the Bidder is a partnership, to all its officers and members;
- (c) If the Bidder is a corporation, to all its officers, directors, and controlling stockholders;
- (d) If the Bidder is a cooperative, to all its officers, directors, and controlling shareholders or members; and
- (e) If the Bidder is a joint venture (JV), the provisions of items (a), (b), (c), or (d) of this Clause shall correspondingly apply to each of the members of the said JV, as may be appropriate.

Relationship of the nature described above or failure to comply with this Clause will result in the automatic disqualification of a Bidder.

## 5. Eligible Bidders

5.1. The following persons shall be eligible to participate in this bidding:

- (a) Duly licensed Filipino citizens/sole proprietorships;
- (b) Partnerships duly organized under the laws of the Philippines and of which at least sixty percent (60%) of the interest belongs to citizens of the Philippines;
- (c) Corporations duly organized under the laws of the Philippines, and of which at least sixty percent (60%) of the outstanding capital stock belongs to citizens of the Philippines;
- (d) Cooperatives duly organized under the laws of the Philippines; and
- (e) Persons/entities forming themselves into a Joint Venture (JV), *i.e.*, a group of two (2) or more persons/entities that intend to be jointly and severally responsible or liable for a particular contract: Provided, however, that Filipino ownership or interest of the JV concerned shall be at least sixty percent (60%).

5.2. Foreign bidders may be eligible to participate when any of the following circumstances exist:

- (a) When a Treaty or International or Executive Agreement as provided in Section 4 of RA 9184 and its IRR allow foreign bidders to participate;

- (b) Citizens, corporations, or associations of a country, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - (c) When the Goods sought to be procured are not available from local suppliers; or
  - (d) When there is a need to prevent situations that defeat competition or restrain trade.
- 5.3. Government owned or – controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of NPC.
- 5.4. The prospective Bidder must have completed one of the following contracts:
- a) Single Largest Completed Contract (SLCC) similar to the Project and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least equivalent to Fifty Percent (50%) of the ABC.

OR

- b) (i) At least two (2) similar contracts and the aggregate contract amounts should be equivalent to at least the percentage of the ABC as required above; and
- (ii) The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

For this purpose, similar contracts shall refer to operation and maintenance of Tugboats and other sea crafts with minimum gross tonnage of 265 Tons.

The Completed Contracts 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.

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

- 5.5. The Bidder must submit a computation of its Net Financial Contracting Capacity (NFCC), which must be at least equal to the ABC to be bid, calculated as follows:

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

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR.

For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards.

If the prospective bidder opts to submit a Committed Line of Credit (CLC), it must be at least equal to ten percent (10%) of the ABC to be bid. If issued by a foreign universal or commercial bank, it shall be confirmed or authenticated by a local universal or commercial bank.

Further, 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.

## 6. Bidder's Responsibilities

- 6.1. The Bidder or its duly authorized representative shall submit an Omnibus sworn statement in the form prescribed in **Section V – Bidding Forms** as required in **ITB Clause 12.1(b)(ii)**.
- 6.2. The Bidder is responsible for the following:
  - (a) Having taken steps to carefully examine all of the Bidding Documents;
  - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
  - (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
  - (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under **ITB Clause 10.3**.
  - (e) Ensuring that it is not "blacklisted" or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
  - (f) Ensuring that 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;
  - (g) Authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted;
  - (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
  - (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;
  - (j) Complying with existing labor laws and standards, in the case of procurement of services; Moreover, bidder undertakes to:
    - (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.

In case there is a finding by NPC or the DOLE of underpayment or non-payment of workers' wage and wage-related benefits, bidder agrees that the performance security or

portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of Republic Act No. 9184 without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.

- (ii) Comply with occupational safety and health standards and to correct deficiencies, if any.

In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and

- (iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and

- (k) Ensuring that it 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.

Failure to observe any of the above responsibilities shall be at the risk of the Bidder concerned.

- 6.3. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents.
- 6.4. It shall be the sole responsibility of the Bidder to determine and to satisfy itself by such means as it considers necessary or desirable as to all matters pertaining to the contract to be bid, including: (a) the location and the nature of this Project; (b) climatic conditions; (c) transportation facilities; and (d) other factors that may affect the cost, duration, and execution or implementation of this Project.
- 6.5. NPC shall not assume any responsibility regarding erroneous interpretations or conclusions by the prospective or eligible bidder out of the data furnished by NPC. However, NPC shall ensure that all information in the Bidding Documents, including bid/supplemental bid bulletin/s issued, are correct and consistent.
- 6.6. Before submitting their bids, the Bidder is deemed to have become familiar with all existing laws, decrees, ordinances, acts and regulations of the Philippines which may affect this Project in any way.
- 6.7. The Bidder shall bear all costs associated with the preparation and submission of his bid, and NPC will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- 6.8. The Bidder should note that NPC will accept bids only from those that have paid the applicable fee for the Bidding Documents at the office indicated in the Invitation to Bid.

**7. Origin of Goods**

There is no restriction on the origin of goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, subject to ITB Clause 25.1.

**8. Subcontracts**

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. The Bidder shall also submit the complete eligibility documents of proposed sub-contractor, if any.

**9. Negotiation**

- 9.1. Negotiation shall be held at the venue and on the date indicated in the invitation, to clarify concerns on the technical and financial components of this procurement.
- 9.2. Bidders are encouraged to attend the negotiation to ensure that they fully understand NPC's requirements. Non-attendance of the Bidder will in no way prejudice its bid; however, the Bidder is expected to know the changes and/or amendments to the TOR discussed during the negotiation.
- 9.3. Any statement made at the negotiation shall not modify the Terms of Reference unless such statement is specifically identified in writing as an amendment thereto and issued as a Supplemental/Bid Bulletin.
- 9.4. Following completion of the negotiations, NPC shall request all Bidders remaining in the proceedings to submit, on a specified date, a best and final offer with respect to all aspects of their bid proposals.

**10. Clarification and Amendment of TOR**

- 10.1. Bidders may request for clarifications on any part of the documents for an interpretation during the negotiation meeting.
- 10.2. Supplemental/Bid Bulletins may be issued upon NPC's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 10.3. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted on the Philippine Government Electronic Procurement System (PhilGEPS) and the website of NPC, if available. It shall be the responsibility of all Bidders who secure the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC.

**B. Preparation of Bids****11. Language of Bids**

- 11.1. 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. The English translation shall govern, for purposes of interpretation of the bid.

**12. Documents Comprising the Bid: Eligibility and Technical Components**

- 12.1. The first envelope shall contain the following eligibility and technical documents:

(a) Eligibility Documents –

Class "A" Documents:

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

**OR:**

- b. The following updated and valid Class "A" eligibility documents enumerated under "Annex A" of the Platinum Membership:

1. 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;
2. 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;.

3. 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;

4. 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:**

- c. A combination thereof (i.a and i.b)

In case the bidder opted to submit their Class "A" eligibility documents, the Certificate of PhilGEPS Registration (Platinum Membership) shall remain as a post-qualification requirement to be submitted in accordance with Section 34.2 of the 2016 Revised IRR of RA 9184 (GPPB Circular 07-2017);

- (ii) Statement 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; and

Statement of the Bidder's SLCC similar to the contract to be bid, in accordance with ITB Clause 5.4.

The two statements required shall indicate for each contract the following:

- (ii.1) name of the contract;
- (ii.2) date of the contract;
- (ii.3) contract duration;
- (ii.4) owner's name and address;
- (ii.5) kinds of Goods;
- (ii.6) For Statement of Ongoing Contracts - amount of contract and value of outstanding contracts;
- (ii.7) For Statement of SLCC - amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the SLCC requirement;
- (ii.8) date of delivery; and

- (ii.9) end user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements.

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:

1. Contract/Purchase Order
2. Certificate of Acceptance; or Certificate of Completion; or Official Receipt (O.R); or Sales Invoice

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:

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

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.

- (iii) NFCC computation in accordance with ITB Clause 5.5 or a committed Line of Credit from a universal or commercial bank.

Class "B" Document:

- (iv) If applicable, the Joint Venture Agreement (JVA) in case the joint venture is already in existence, or duly notarized statements from all the potential joint venture partners in accordance with Section 23.1(b) of the revised IRR of R.A. 9184.

Each partner of the joint venture shall submit their respective PhilGEPS Certificates of Registration in accordance with Section 8.5.2 of this IRR. The submission of technical and financial eligibility documents by any of the joint venture partners constitutes compliance: *Provided*, That the partner responsible to submit the NFCC shall likewise submit the Statement of all of its ongoing contracts and Audited Financial Statements.

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.

**(b) Technical Documents –**

- (i) Documents to be submitted with the Bid/Proposal as specified in Clause TS-8.0(a) of Section VI - Technical Specifications;

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.

- (ii) Omnibus Sworn statement in accordance with Section 25.2(a) (vii) of the IRR of RA 9184 and using the form prescribed in Section V – Bidding Forms.

- (iii) Complete eligibility documents of the proposed sub-contractor, if any

- 12.2. In the case of foreign bidders, except for the Tax Clearance, the eligibility requirements under Class "A" Documents may be substituted by the appropriate equivalent documents, if any, issued by the country of the foreign bidder concerned. The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines.

These documents shall be accompanied by a Sworn Statement in a form prescribed by the GPPB stating that the documents submitted are complete and authentic copies of the original, and all statements and information provided therein are true and correct. Upon receipt of the said documents, the PhilGEPS shall process the same in accordance with the guidelines on the Government of the Philippines – Official Merchants Registry (GoP-OMR).

**13. Documents Comprising the Bid: Financial Component**

- 13.1. The financial component of the bid shall contain the following:

- (a) Duly signed Bid Letter indicating the total bid amount in accordance with the form prescribed in Section V – Bidding Forms;
- (b) Duly signed and completely filled-out Bid Price Schedule (Section IV) indicating the unit and total prices per item and the total amount in the prescribed Price Schedule form.
- (c) Bidders claiming for domestic preference shall submit the following:

- i. Letter address to the BAC claiming for preference
- ii. Certification from DTI as Domestic Bidder in accordance with the prescribed forms provided.

13.2. Price proposals that exceed the ABC shall be rejected.

13.3. In case a bidder will not submit bid for reason that his cost estimate is higher than the ABC, said bidder 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.

#### 14. Alternative Bids

14.1 Alternative Bids shall be rejected. For this purpose, alternative bid is an offer made by a Bidder in addition or as a substitute to its original bid which may be included as part of its original bid or submitted separately therewith for purposes of bidding. A bid with options is considered an alternative bid regardless of whether said bid proposal is contained in a single envelope or submitted in two (2) or more separate bid envelopes.

14.2 Each Bidder shall submit only one Bid, either individually or as a partner in a JV. A Bidder who submits or participates in more than one bid (other than as a subcontractor if a subcontractor is permitted to participate in more than one bid) will cause all the proposals with the Bidder's participation to be disqualified. This shall be without prejudice to any applicable criminal, civil and administrative penalties that may be imposed upon the persons and entities concerned.

#### 15. Bid Prices

15.1. The Bidder shall complete the appropriate Schedule of Prices included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project.

15.2. The Bidder shall fill in rates and prices for all items of the Goods described in the Schedule of Prices. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be accomplished.

15.3. The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.

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

- (a) For Goods offered from within the Philippines:
  - (i) The price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable);
  - (ii) The cost of all customs duties and sales and other taxes already paid or payable;
  - (iii) The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
  - (iv) The price of other (incidental) services, specified in Clause 6.2 of the GCC and the Technical Specifications.
- (b) For Goods offered from abroad:
  - (i) The price of the Goods shall be quoted DDP with the place of destination in the Philippines as specified in the Technical Specifications. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.
  - (ii) The price of other (incidental) services, if any.
- (c) For Services, based on the form which may be prescribed by NPC, in accordance with existing laws, rules and regulations

- 15.5. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 22.

All bid prices for the given scope of work in the contract as awarded shall be considered as fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances. Upon the recommendation of NPC, price escalation may be allowed in extraordinary circumstances as may be determined by the National Economic and Development Authority in accordance with the Civil Code of the Philippines, and upon approval by the GPPB. Nevertheless, in cases where the cost of the awarded contract is affected by any applicable new laws, ordinances, regulations, or other acts of the GOP, promulgated after the date of bid opening, a contract price adjustment shall be made or appropriate relief shall be applied on a no loss-no gain basis.

## 16. Bid Currencies

- 16.1. Prices shall be quoted in the following currencies:

- (a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.
- (b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency(ies) acceptable to NPC. 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 *Bangko Sentral ng Pilipinas* (BSP) reference rate bulletin on the day of the bid opening.

- 16.2. If so allowed in accordance with ITB Clause 16.1, NPC for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the foregoing exchange rates.

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

## 17. Bid Validity

- 17.1. Bids shall remain valid for the period of **ONE HUNDRED TWENTY (120) CALENDAR DAYS** from the date of the opening of bids.
- 17.2. In exceptional circumstances, prior to the expiration of the bid validity period, NPC may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. A Bidder may refuse the request, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

## 18. Bid Security

- 18.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount which shall be not less than the percentage of the ABC in accordance with the following schedule:

Form of Bid Security	Amount of Bid Security (Not Less than the Percentage of the ABC)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Two percent (2%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Five percent (5%)
(d) Bid Securing Declaration (Form No. NPCSF-GOODS-06c)	No percentage required

The Bid Securing Declaration mentioned above is an undertaking which states, among others, that the Bidder shall enter into contract with the procuring entity and furnish the performance security required under ITB Clause 33.2, within ten (10) calendar days from receipt of the Notice of Award, and commits to pay the corresponding amount as fine, and be suspended for a period of time from being qualified to participate in any government procurement activity in the event it violates any of the conditions stated therein as provided in the guidelines issued by the GPPB.

- 18.2. The bid security should be valid for **ONE HUNDRED TWENTY (120) CALENDAR DAYS**. Any bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.
- 18.3. No bid securities shall be returned to Bidders after the opening of bids and before contract signing, except to those that failed or declared as post-disqualified, upon submission of a written waiver of their right to file a request for reconsideration and/or protest, or upon the lapse of the reglementary period to file a request for reconsideration or protest. Without prejudice on its forfeiture, bid securities shall be returned only after the Bidder with the Lowest Calculated Responsive Bid (LCRB) has signed the contract and furnished the performance security, but in no case later than the expiration of the bid security validity period indicated in ITB Clause 18.2.
- 18.4. Upon signing and execution of the contract pursuant to ITB Clause 30, and the posting of the performance security pursuant to ITB Clause 31, the successful Bidder's bid security will be discharged, but in no case later than the bid security validity period as indicated in the ITB Clause 18.2.
- 18.5. The bid security may be forfeited:
- (a) if a Bidder:
    - (i) withdraws its bid during the period of bid validity specified in ITB Clause 17;
    - (ii) does not accept the correction of errors pursuant to ITB Clause 26.3(b);
    - (iii) has a finding against the veracity of any of the documents submitted as stated in ITB Clause 26.3(b);
    - (iv) submission of eligibility requirements containing false information or falsified documents;
    - (v) submission of bids that contain false information or falsified documents, or the concealment of such information in the bids in order to influence the outcome of eligibility screening or any other stage of the public bidding;
    - (vi) allowing the use of one's name, or using the name of another for purposes of public bidding;
    - (vii) withdrawal of a bid, or refusal to accept an award, or enter into contract with the Government without justifiable cause, after the Bidder had been adjudged as having submitted the LCRB;

- (viii) refusal or failure to post the required performance security within the prescribed time;
  - (ix) refusal to clarify or validate in writing its bid during post-qualification within a period of seven (7) calendar days from receipt of the request for clarification;
  - (x) any documented attempt by a Bidder to unduly influence the outcome of the bidding in his favor;
  - (xi) failure of the potential joint venture partners to enter into the joint venture after the bid is declared successful; or
  - (xii) all other acts that tend to defeat the purpose of the competitive bidding, such as habitually withdrawing from bidding, submitting late Bids or patently insufficient bid, for at least three (3) times within a year, except for valid reasons.
- (b) if the successful Bidder:
- (i) fails to sign the contract in accordance with **ITB** Clause 30; or
  - (ii) fails to furnish performance security in accordance with **ITB** Clause 31.

## 19. Format and Signing of Bids

- 19.1. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in **Section V – Bidding Forms** on or before the deadline specified in the **ITB** Clauses 21 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under **ITB** Clause 12.1, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.
- 19.2. Forms as mentioned in **ITB** Clause 19.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.
- 19.3. The Bidder shall prepare and submit an original of the first and second envelopes as described in **ITB** Clauses 12 and 13. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.
- 19.4. Each and every page of the Bid Letter, including the **Schedule of Requirements (Bid Price Schedule)**, under Section IV hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.
- 19.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

**20. Sealing and Marking of Bids**

- 20.1. Bidders shall enclose their original eligibility and technical documents described in ITB Clause 12 in one sealed envelope marked "ORIGINAL - TECHNICAL COMPONENT", and the original of their financial component in another sealed envelope marked "ORIGINAL - FINANCIAL COMPONENT", sealing them all in an outer envelope marked "ORIGINAL BID".
- 20.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as "COPY NO. \_\_\_\_ - TECHNICAL COMPONENT" and "COPY NO. \_\_\_\_ - FINANCIAL COMPONENT" and the outer envelope as "COPY NO. \_\_\_\_", respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.
- 20.3. Bidders shall **submit five (5) set of documents. One (1) set** containing either the originals or certified true copies of the first and second components of its bid and the other **four (4) sets** which are photocopies of the 1<sup>st</sup> set of documents (original or certified true copies). **EACH AND EVERY PAGE OF ALL SETS** (original and the other four (4) sets) **must be authenticated with original signatures** (preferably in blue or red ink) by the bidder or his duly authorized representative. *Non compliance shall be ground for disqualification.*
- If there is any discrepancy between the 1<sup>st</sup> set of original/certified true copy documents and the four (4) sets of photocopied documents of the same project, the documents in the 1<sup>st</sup> set of original/certified true copy documents shall prevail and shall be the basis for rating and evaluation of bids during bid opening.
- Further, should there be any lacking documents in the four other copies, the reference for completeness for rating purposes shall be the set of original/certified true copy documents.
- 20.4. All envelopes shall:
- (a) contain the name of the contract to be bid in capital letters;
  - (b) bear the name and address of the Bidder in capital letters;
  - (c) be addressed to NPC's BAC in accordance with ITB Clause 1.1;
  - (d) bear the specific identification of this bidding process indicated in the ITB Clause 1.1 and
  - (e) bear a warning "DO NOT OPEN BEFORE..." the date and time for the opening of bids, in accordance with ITB Clause 21.
- 20.5. Unsealed or unmarked bid envelopes shall be rejected. However, bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or NPC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

### **C. Submission and Opening of Bids**

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

- 21.1. Proposals must be received by the BAC on the date and time agreed upon during negotiation meeting.
- 21.2. Any bid submitted after the deadline for submission and receipt of bids prescribed by NPC, pursuant to ITB Clause 21, shall be declared "Late" and shall not be accepted by NPC. The BAC shall record in the minutes of bid submission and opening, the Bidder's name, its representative and the time the late bid was submitted.
- 21.3. In case the bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the bids submitted and reschedule the opening of bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of NPC.

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

- 22.1. The BAC shall open the bids in public, immediately after the deadline for the submission and receipt of bids. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and reschedule the opening of Bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of NPC.
- 22.2. The BAC shall open the first bid envelopes and determine each Bidder's compliance with the documents prescribed in ITB Clause 12, using a non-discretionary "pass/fail" criterion. If a Bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".
- 22.3. Immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated "passed". The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in ITB Clause 13.1(b), the BAC shall rate the bid concerned as "failed". Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.
- 22.4. Letters of non-participation/regret shall be read out and recorded during bid opening.
- 22.5. All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.

- 22.6. In the case of an eligible foreign bidder as described in ITB Clause 5, the following Class "A" Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR:
- (a) Registration certificate from the Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or CDA for cooperatives;
  - (b) Mayor's/Business permit issued by the local government where the principal place of business of the bidder is located; and
  - (c) Audited Financial Statements showing, among others, the prospective bidder's total and current assets and liabilities stamped "received" by the Bureau of Internal Revenue or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two years from the date of bid submission.
- 22.7. Each partner of a joint venture agreement shall likewise submit the requirements in ITB Clause 12.1(a)(i). Submission of other documents required under ITB Clauses 12.1 by any of the joint venture partners constitutes compliance.
- 22.8. NPC shall prepare the minutes of the proceedings of the bid opening that shall include, as a minimum: (a) names of Bidders, their bid price (per lot, if applicable, and/or including discount, (if any), findings of preliminary examination, and whether there is a withdrawal or modification; and (b) attendance sheet. The BAC members shall sign the abstract of bids as read.
- 24.8. The bidders or their duly authorized representatives may attend the opening of bids. The BAC shall ensure the integrity, security, and confidentiality of all submitted bids. The Abstract of Bids as read and the minutes of the bid opening shall be made available to the public upon written request and payment of a specified fee to recover cost of materials.
- 24.9. To ensure transparency and accurate representation of the bid submission, the BAC Secretariat shall notify in writing all bidders whose bids it has received through its PhilGEPS-registered physical address or official e-mail address. The notice shall be issued within seven (7) calendar days from the date of the bid opening.

#### **D. Evaluation and Comparison of Bids**

#### **23. Process to be Confidential**

- 23.1. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of ITB Clause 26.

- 23.2. Any effort by a bidder to influence NPC in its decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

#### **24. Clarification of Bids**

To assist in the evaluation, comparison, and post-qualification of the bids, NPC may ask in writing any Bidder for a clarification of its bid. All responses to requests for clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by NPC shall not be considered.

#### **25. Domestic Preference**

- 25.1. NPC will grant a margin of preference for the purpose of comparison of bids in accordance with the following:

- (a) The preference shall be applied when the lowest Foreign Bid is lower than the lowest bid offered by a Domestic Bidder.
- (b) For evaluation purposes, the lowest Foreign Bid shall be increased by fifteen percent (15%).
- (c) In the event that the lowest bid offered by a Domestic Bidder does not exceed the lowest Foreign Bid as increased, then NPC shall award the contract to the Domestic Bidder at the amount of the lowest Foreign Bid.

- 25.2. If the Domestic Bidder refuses to accept the award of contract at the amount of the Foreign Bid within two (2) calendar days from receipt of written advice from the BAC, NPC shall award to the bidder offering the Foreign Bid, subject to post-qualification and submission of all the documentary requirements under these Bidding Documents.

- 25.3. A Bidder may be granted preference as a Domestic Bidder subject to the certification from the DTI that the Bidder is offering unmanufactured articles, materials or supplies of the growth or production of the Philippines, or manufactured articles, materials, or supplies manufactured or to be manufactured in the Philippines substantially from articles, materials, or supplies of the growth, production, or manufacture, as the case may be, of the Philippines.

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

- 26.1. NPC will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to ITB Clause 22, in order to determine the Lowest Calculated Bid.

- 26.2. The Lowest Calculated Bid shall be determined in two steps:

- (a) The detailed evaluation of the financial component of the bids, to establish the correct calculated prices of the bids; and
- (b) The ranking of the total bid prices as so calculated from the lowest to the highest. The bid with the lowest price shall be identified as the Lowest Calculated Bid.

- 26.3. NPC's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the following in the evaluation of bids:
- (a) Completeness of the bid. Bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to NPC, except those required by law or regulations to be provided for; and
  - (b) Arithmetical corrections. Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices. In case of discrepancies between:
    - 1. bid prices in figures and in words, the latter shall prevail;
    - 2. total price per item and unit price for the item as extended or multiplied by the quantity of that item, the latter shall prevail;
    - 3. the total Bid amount and the sum of total costs per item, the sum of the total costs per item shall prevail and the total Bid amount will be corrected;
    - 4. unit cost in the detailed estimate and unit cost in the Bid Price Schedule, the latter shall prevail;
  - (c) 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 for each item must be within the ABC. Bidders with bid offers that exceed the ABC or with incomplete price shall be rejected.
- 26.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered.
- 26.5. NPC's evaluation of bids shall be based on the bid price quoted in the Bid Letter, which includes the Schedule of Prices.
- 26.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.

- 26.7. If so indicated pursuant to **ITB** Clause 1.2, Bids are being invited for individual lots or for any combination thereof, provided that all Bids and combinations of Bids 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 NPC. Bid prices quoted shall correspond to all items specified for each lot and to all quantities specified for each item of a lot.

**27. Post-Qualification**

- 27.1. The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in **ITB** Clauses 5, 12, and 13.
- 27.2. 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 the following documents and other appropriate licenses and permits required by law:
- 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 the bid submission, filed and paid through the BIR (eFPS);
  - c. PhilGEPS Registration (Platinum Membership), if not yet submitted with the bid;
  - d. Valid and current Mayor's/Business, if under renewal during bidding;
  - e. Joint Venture Agreement (JVA) duly notarized, if not yet submitted with bid, if applicable;
  - f. 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);
  - g. 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;
  - h. Drawings and documents to be submitted during post-qualification process as specified in the Technical Specifications, if any; and
  - i. The licenses and permits relevant to the Project and the corresponding law requiring it as specified in the Technical Specifications, if any.

Failure to submit any of the post-qualification requirements on time, or a finding against the veracity thereof, shall disqualify the bidder for award. Provided in the event that a finding against the veracity of any of the documents submitted is made, it shall cause the forfeiture of the bid security in accordance with Section 69 of the IRR of RA 9184.

- 27.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to **ITB** Clauses 12

and 13, as well as other information as NPC deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.

27.4. The post-qualification shall verify, validate, and ascertain all statements made and documents submitted by the bidder with the Lowest Calculated Bid/Highest Rated Bid, using non-discretionary criteria, as stated in the Bidding documents. These criteria shall consider, but shall not be limited to, the following:

- a. Legal Requirements. To verify, validate, and ascertain licenses, certificates, permits, and agreements submitted by the bidder, and the fact that it is not included in any "blacklist" as provided in Section 25.3 of IRR-A of RA 9184.
- b. Technical Requirements. To determine compliance of the goods offered with the requirements specified in the Bidding Documents, including, where applicable:
  - i. Verification and/or inspection and testing of the goods/product, after-sales and/or maintenance capabilities, in applicable cases, as well as checking the following:
    - a. Delay in the partial delivery of goods amounting to ten percent (10%) of the contract price in its ongoing government and private contracts;
    - b. If any of these contracts shows the bidder's failure to deliver or perform any or all of the goods or services within the period(s) specified in the contract or within any extension thereof granted by NPC pursuant to a request made by the supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price; or
    - c. Unsatisfactory performance of the supplier's obligations as per contract terms and conditions at the time of inspection.
  - ii. Verification and validation of the bidder's stated competence and experience, and the competence and experience of the bidder's key personnel to be assigned to the project.
  - iii. Verification of availability and commitment, and/or inspection and testing for the required capacities and operating conditions, of equipment units to be owned/leased/under purchase by the bidder for use in the contract under bidding, as well as checking the performance of the bidder in its ongoing government and private contracts, if any of these ongoing contracts shows:
    - a. Negative slippage of at least fifteen percent (15%) in any one project or a negative slippage of at least ten percent (10%) in each of two (2) or more contracts;
    - b. Failure of the contractor to commence repair works on ongoing contracts within seven (7) calendar days and to

complete them within thirty (30) calendar days after receipt of NPC's notice of defects and deficiencies;

- c. Failure of the contractor to commence repair works on contracts with pending certificates of acceptance within thirty (30) calendar days and complete them within ninety (90) days after receipt of NPC's notice of defects and failures; or
- d. Substandard quality of work as per contract plans and specifications, or unsatisfactory performance of the contractor's obligations as per contract terms and conditions, at the time of inspection.

If the BAC verifies any of these deficiencies to be due to the bidder's fault or negligence, the BAC shall disqualify the bidder from the award.

- c. Financial Requirements. To verify, validate and ascertain the bid price proposal of the bidder and, whenever applicable, the required committed Line of Credit in the amount specified and over the period stipulated in the Bidding Documents or the bidder's NFCC to ensure that the bidder can sustain the operating cash flow of the transaction.

27.5. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.

27.6. A negative determination shall result in rejection of the Bidder's Bid, in which event NPC shall proceed to the next Lowest Calculated Bid with a fresh period to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation for contract award.

27.7. Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.

27.8. In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

## **28. Reservation Clause**

28.1. Notwithstanding the eligibility or post-qualification of a Bidder, NPC reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability

to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, NPC shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.

28.2. Based on the following grounds, NPC reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:

- (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of NPC, or between the BAC and any of the Bidders, or if the collusion is between or among the bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;
- (b) If NPC's BAC is found to have failed in following the prescribed bidding procedures; or
- (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
  - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;
  - (ii) If the project is no longer necessary as determined by the HoPE; and
  - (iii) If the source of funds for the project has been withheld or reduced through no fault of NPC.

28.3. In addition, NPC may likewise declare a failure of bidding when:

- (a) No bids are received;
- (b) All prospective Bidders are declared ineligible;
- (c) All bids fail to comply with all the bid requirements or fail post-qualification; or
- (d) The bidder with the LCRB refuses, without justifiable cause to accept the award of contract, and no award is made in accordance with Section 40 of the IRR of RA 9184.

## **E. Award of Contract**

### **29. Contract Award**

- 29.1. Subject to ITB Clause 27, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB, at its submitted price or its calculated bid price, whichever is lower. Contract amount shall be exclusive of computed Fuel Consumption Cost Difference.
- 29.2. Prior to the expiration of the period of bid validity, NPC shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to NPC.
- 29.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
- (a) Submission of the following documents within ten (10) calendar days from receipt of the Notice of Award:
    - (i) Valid JVA, if applicable; or
    - (ii) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign Bidder;
  - (b) Posting of the performance security in accordance with ITB Clause 31;
  - (c) Signing of the contract as provided in ITB Clause 30; and
  - (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.
- 29.4. At the time of contract award, NPC shall not increase or decrease the quantity of goods originally specified in **Section IV – Schedule of Requirements (Bid Price Schedule)**.

### **30. Signing of the Contract**

- 30.1. At the same time as NPC notifies the successful Bidder that its bid has been accepted, NPC shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 30.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to NPC.
- 30.3. NPC shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.

30.4. The following documents shall form part of the contract:

- (a) Contract Agreement;
- (b) Bidding Documents;
- (c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (e.g., bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from NPC's bid evaluation;
- (d) Notice of Award of Contract; and
- (e) Other contract documents that may be required by existing laws and/or NPC under these Bidding Documents.

### 31. Performance Security

- 31.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum period of ten (10) calendar days from the receipt of the Notice of Award from NPC and in no case later than the signing of the contract.
- 31.2. The Performance Security shall be denominated in Philippine Pesos and posted in favor of NPC in an amount not less than the percentage of the total contract price in accordance with the following schedule:

Form of Performance Security	Amount of Performance Security (Not less than the Percentage of the Total Contract Price)
(a) Cash or cashier's/manager's check issued by a Universal or Commercial Bank.	Five percent (5%)
(b) Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank: Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
(c) Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.	Thirty percent (30%)

- 31.3. Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event NPC shall have a fresh period to initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the LCRB is identified and selected

for recommendation of contract award. However if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

31.4. The performance bond to be posted by the Contractor must also comply with following additional requirements:

1. The following must be indicated in the performance bond to be posted by the Contractor:
  - i. Company Name
  - ii. Correct amount of the Bond
  - iii. Contract/Purchase Order Reference Number
  - iv. 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."
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 NPC's acceptance of the last delivery/final acceptance of the project.
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.
4. Other required conditions in addition to the standard policy terms issued by the Bonding Company:
  - 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;
  - 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;
  - 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.

**32. Notice to Proceed**

Within seven (7) calendar days from the date of approval of the contract by the appropriate government approving authority, NPC shall issue the Notice to Proceed (NTP) together with a copy or copies of the approved contract to the successful Bidder. All notices called for by the terms of the contract shall be effective only at the time of receipt thereof by the successful Bidder.

**33. Protest Mechanism**

Decisions of NPC at any stage of the procurement process may be questioned in accordance with Section 55 of the IRR of RA 9184.

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## SECTION II – GENERAL CONDITIONS OF CONTRACT

### 1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

- (a) "The Contract" means the agreement entered into between NPC and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (c) "The Goods" means all of the supplies, equipment, machinery, spare parts, other materials and/or general support services which the Supplier is required to provide to NPC under the Contract.
- (d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.
- (e) "GCC" means the General Conditions of Contract contained in this Section.
- (f) NPC is **National Power Corporation (NPC or NAPOCOR)** with office address at BIR Road cor. Quezon Avenue, Diliman, Quezon City.
- (g) "NPC's country" is the Philippines.
- (h) "The Supplier" means the individual contractor, manufacturer distributor, or firm supplying/manufacturing the Goods and Services under this Contract.
- (i) "The Project Site," where applicable, means the place or places named in the Technical Specifications.
- (j) "Day" means calendar day.
- (k) The "Effective Date" of the contract will be the date of signing the contract, however the Supplier shall commence performance of its obligations only upon receipt of the Notice to Proceed and copy of the approved contract.
- (l) "Verified Report" refers to the report submitted by the Implementing Unit to the HoPE setting forth its findings as to the existence of grounds or causes for termination and explicitly stating its recommendation for the issuance of a Notice to Terminate.

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

2.1. NPC as well as the bidders, contractors, or suppliers shall observe the highest standard of ethics during the procurement and execution of this Contract. In pursuance of this policy, NPC:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves, others, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; entering, on behalf of the Government, into any contract or transaction manifestly and grossly disadvantageous to the same, whether or not the public officer profited or will profit thereby, and similar acts as provided in Republic Act 3019.
- (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of NPC, and includes collusive practices among Bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive NPC of the benefits of free and open competition.
- (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of NPC, designed to establish bid prices at artificial, non-competitive levels.
- (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons, or their property to influence their participation in a procurement process, or affect the execution of a contract;
- (v) "obstructive practice" is
  - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to an administrative proceedings or investigation or making false statements to investigators in order to materially impede an administrative proceedings or investigation of NPC or any foreign government/foreign or international financing institution into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

(bb) acts intended to materially impede the exercise of the inspection and audit rights of NPC or any foreign government/foreign or international financing institution herein.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in any of the practices mentioned in this Clause for purposes of competing for the contract.

2.2. Further the Government of the Philippines (GOP) or NPC, as appropriate, will seek to impose the maximum civil, administrative and/or criminal penalties available under the applicable law on individuals and organizations deemed to be involved with any of the practices mentioned in **GCC Clause 2.1(a)**.

### 3. Inspection and Audit by the Funding Source

The Supplier shall permit NPC to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of the Philippines (GOP), if so required.

### 4. Governing Law and Language

4.1. This Contract shall be interpreted in accordance with the laws of the Republic of the Philippines.

4.2. This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract. All correspondence and other documents pertaining to this Contract exchanged by the parties shall be written in English.

### 5. Notices

5.1. Any notice, request, or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified below, which shall be effective when delivered and duly received or on the notice's effective date, whichever is later.

NPC's address for Notices is:

**USEC DONATO D. MARCOS**  
OIC, President and CEO  
National Power Corporation  
BIR Road corner Quezon Avenue  
Diliman, Quezon City 1100

5.2. A Party may change its address for notice hereunder by giving the other Party notice of such change pursuant to the provisions listed in **GCC Clause 5.1**.

**6. Scope of Contract**

6.1. The Goods and Related Services to be provided shall be as specified in in **Sections III – Technical Specifications and IV – Schedule of Requirements.**

6.2. 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. Any additional requirements for the completion of this Contract are provided below:

**a. Delivery and Documents –**

The delivery terms applicable to the Contract is DDP delivered to the project site specified in the technical specifications, in accordance with INCOTERMS. Risk and title will pass from the Supplier to NPC upon receipt and final acceptance of the Goods at their final destination.

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section III – Technical Specifications. The details of shipping and/or other documents to be furnished by the Supplier are as follows:

*For Goods supplied from within the Philippines*

Upon delivery of the Goods to the Project Site, the Supplier shall notify NPC and present the following documents to NPC:

- (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Original and four copies of Supplier's factory test/inspection report;
- (iii) Original and four copies of the certificate of origin (for imported Goods);
- (iv) Delivery receipt detailing number and description of items received signed by NPC's representative at the Project Site;
- (v) Certificate of Completion/Inspection Report signed by NPC's representative at the Project Site;
- (vi) Original and four copies of the Inspection Receiving Report signed by NPC's representative at the Project Site;
- (vii) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate; and
- (viii) Documents specified in the Technical Specifications, if any.

*For Goods supplied from abroad:*

Upon shipment, the Supplier shall notify NPC and the insurance company by e-mail the full details of the shipment, including Contract Number, description of the Goods, quantity, vessel, bill of lading number and date, port of loading, date of shipment, port of discharge etc. Upon delivery to the Project Site, the Supplier shall notify NPC and present the following documents as applicable with the documentary requirements of any letter of credit issued taking precedence:

- (i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
- (ii) Original and four copies of the negotiable, clean shipped on board bill of lading marked "freight pre-paid" and five copies of the non-negotiable bill of lading ;
- (iii) Original and four copies of Supplier's factory test/inspection report;
- (iv) Delivery receipt detailing number and description of items received signed by NPC's representative at the Project Site;
- (v) Certificate of Completion/Inspection Report signed by NPC's representative at the Project Site;
- (vi) Original and four copies of the Inspection Receiving Report signed by NPC's representative at the Project Site;
- (vii) Original and four copies of the certificate of origin (for imported Goods); and
- (viii) Original and four copies of the Manufacturer's and/or Supplier's warranty certificate including all other documents specified in the Technical Specifications, if any.

For purposes of this Clause NPC's Representative at the Project Site is the **Vice President - SPUG**.

**b. Incidental Services –**

The Supplier is required to provide the following services, including additional services specified in Technical Specifications, if necessary:

- (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties,

provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

- (e) training of NPC's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

**c. Spare Parts –**

The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

- (a) such spare parts as NPC may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and
- (b) in the event of termination of production of the spare parts:
  - i. advance notification to NPC of the pending termination, in sufficient time to permit NPC to procure needed requirements; and
  - ii. following such termination, furnishing at no cost to NPC, the blueprints, drawings, and specifications of the spare parts, if requested.

The spare parts required are listed in the Technical Specifications and the cost thereof are included in the Contract Price.

The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods for the period specified in the Technical Specifications.

Other spare parts and components shall be supplied as promptly as possible, but in any case within three (3) months of placing the order.

**d. Packaging –**

The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the GOODS' final destination and the absence of heavy handling facilities at all points in transit.

The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements,

if any, specified below, and in any subsequent instructions ordered by NPC.

The outer packaging must be clearly marked on at least four (4) sides as follows:

Name of the Procuring Entity  
Name of the Supplier  
Contract Description  
Final Destination  
Gross weight  
Any special lifting instructions  
Any special handling instructions  
Any relevant HAZCHEM classifications

A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging.

**e. Insurance –**

The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by NPC.

**f. Transportation –**

The Supplier is required under Contract to deliver the Goods DDP to the project site. Transport of the Goods to the port of destination in the Philippines, including insurance and storage, as specified in this Contract, shall be arranged and paid for by the Supplier, and the related cost thereof shall be included in the Contract Price.

NPC accepts no liability for the damage of Goods during transit. Risk and title will not be deemed to have passed to NPC until their receipt and final acceptance by NPC at the final destination.

**g. Patent Rights –**

The Supplier shall indemnify NPC against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.

**7. Subcontracting**

- 7.1. Subcontracting of any portion of the Goods, if allowed in the ITB, does not relieve the Supplier of any liability or obligation under this 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.

- 7.2. If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under ITB Clause 12 and comply with the eligibility criteria specified therein. In the event that any subcontractor is found by NPC to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

## 8. Procuring Entity's Responsibilities

- 8.1. Whenever the performance of the obligations in this Contract requires that the Supplier obtain permits, approvals, import, and other licenses from local public authorities, NPC shall, if so needed by the Supplier, make its best effort to assist the Supplier in complying with such requirements in a timely and expeditious manner.
- 8.2. NPC shall pay all costs involved in the performance of its responsibilities in accordance with GCC Clause 6.

## 9. Prices

- 9.1. For the given scope of work in this Contract as awarded, all bid prices are considered fixed prices, and therefore not subject to price escalation during contract implementation, except under extraordinary circumstances and upon prior approval of the GPPB in accordance with Section 61 of R.A. 9184 and its IRR or except as provided in this Clause.
- 9.2. Prices charged by the Supplier for Goods delivered and/or services performed under this Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any change in price resulting from a Change Order issued in accordance with GCC Clause 29.

## 10. Payment

- 10.1. Payments shall be made only upon a certification by the HoPE to the effect that the Goods have been rendered or delivered in accordance with the terms of this Contract and have been duly inspected and accepted. Except with the prior approval of the President no payment shall be made for services not yet rendered or for supplies and materials not yet delivered under this Contract. At least one percent (1%) but not to exceed five percent (5%) of the amount of each payment shall be retained by NPC to cover the Supplier's warranty obligations under this Contract as described in GCC Clause 17.
- 10.2. The Supplier's request(s) for payment shall be made to NPC in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to the SCC provision for GCC Clause 6.2, and upon fulfillment of other obligations stipulated in this Contract.
- 10.3. Pursuant to GCC Clause 10.2, payments shall be made promptly by NPC, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

- 10.4. The currency in which payment is made to the Supplier under this Contract shall be in Philippine Pesos.

**11. Advance Payment and Terms of Payment**

- 11.1. Advance payment not to exceed fifteen percent (15%) of the contract amount shall be allowed and paid within sixty (60) calendar days from effectivity of the contract and upon the submission to and acceptance by NPC of an irrevocable letter of credit or bank guarantee issued by a Universal or Commercial Bank. The irrevocable letter of credit or bank guarantee must be for an equivalent amount, shall remain valid until the goods are delivered, and accompanied by a claim for advance payment.

- 11.2. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.

- 11.3. The terms of payment shall be as follows:

**1) For Supply and Delivery Contracts:**

- (a) On Contract Effectivity: Advance payment of Fifteen percent (15%) of the total Contract Price shall be paid within sixty (60) days from effectivity of the Contract and upon submission of a claim and an irrevocable letter of credit or bank guarantee issued by a Universal or Commercial Bank for the equivalent amount valid until the Goods are delivered and in the form provided in Section V- Bidding Forms.
- (b) On Delivery: Eighty percent (80%) of the Contract Price of the **delivered Goods** shall be considered for payment, less the total amount of advance payment, if any and other deductions. If the amount is sufficient to fully recoup the advance payment, the remainder after deductions shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the GCC Clause 6.2 provision on Delivery and Documents. Otherwise, the total delivery payment shall be charged against the advance payment and the remaining advance payment will be fully recouped from the succeeding claims.
- (c) On Acceptance: The remaining twenty percent (20%) of the Contract Price of the **delivered Goods** shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by NPC's authorized representative. In the event that no acceptance certificate is issued by NPC's authorized representative within forty five (45) days after successful test and commissioning, if required, the Supplier shall have the right to claim payment of the remaining twenty percent (20%) subject to NPC's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the GCC Clause 6.2 provision on Delivery and Documents.

**2) For Supply, Delivery, Installation, Test and Commissioning Contracts:**

- (a) On Contract Effectivity: Advance payment of Fifteen percent (15%) of the total Contract Price shall be paid within sixty (60) days from effectivity of

the Contract and upon submission of a claim and an irrevocable letter of credit or bank guarantee issued by a Universal or Commercial Bank for the equivalent amount valid until the Goods are delivered and in the form provided in Section V- Bidding Forms.

- (b) On Delivery: Eighty percent (80%) of the price of the **delivered Goods**, excluding price for installation, test and commissioning shall be considered for payment, less the total amount of advance payment, if any and other deductions. If the amount is sufficient to fully recoup the advance payment, the remainder after deductions shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the **GCC** Clause 6.2 provision on Delivery and Documents. Otherwise, the total delivery payment shall be charged against the advance payment and the remaining advance payment will be fully recouped from the succeeding claims.
  - (c) On Acceptance: The remaining twenty percent (20%) of the price of the **delivered Goods** plus price for installation, test and commissioning shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by NPC's authorized representative. In the event that no acceptance certificate is issued by NPC's authorized representative within forty five (45) days after successful test and commissioning, the Supplier shall have the right to claim payment subject to NPC's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the **GCC** Clause 6.2 provision on Delivery and Documents.
- 3) **For Supply, Delivery, Installation, Test and Commissioning Contracts where Installation, Test and Commissioning prices are included in the supply price:**
- (a) On Contract Effectivity: Advance payment of Fifteen percent (15%) of the total Contract Price shall be paid within sixty (60) days from effectivity of the Contract and upon submission of a claim and an irrevocable letter of credit or bank guarantee issued by a Universal or Commercial Bank for the equivalent amount valid until the Goods are delivered and in the form provided in Section V- Bidding Forms.
  - (b) On Delivery: Sixty percent (60%) of the price of the **delivered Goods** shall be considered for payment, less the total amount of advance payment, if any and other deductions. If the amount is sufficient to fully recoup the advance payment, the remainder after deductions shall be paid to the Supplier within sixty (60) days after the date of receipt of the Goods and upon submission of the documents (i) through (vi) specified in the **GCC** Clause 6.2 provision on Delivery and Documents. Otherwise, the total delivery payment shall be charged against the advance payment and the remaining advance payment will be fully recouped from the succeeding claims.
  - (c) On Acceptance: The remaining forty percent (40%) of the price of the **delivered Goods** shall be paid to the Supplier within sixty (60) days after the date of submission of the acceptance and inspection certificate for the respective delivery issued by NPC's authorized representative. In the

event that no acceptance certificate is issued by NPC's authorized representative within forty five (45) days after successful test and commissioning, the Supplier shall have the right to claim payment subject to NPC's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the **GCC** Clause 6.2 provision on Delivery and Documents.

## **12. Taxes and Duties**

The Supplier, whether local or foreign, shall be entirely responsible for all the necessary taxes, stamp duties, license fees, and other such levies imposed for the completion of this Contract.

## **13. Performance Security**

13.1. Within ten (10) calendar days from receipt of the Notice of Award from NPC but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the **ITB** Clause 31.2.

13.2. The performance security posted in favor of NPC shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.

13.3. The performance security shall remain valid until issuance by NPC of the Certificate of Final Acceptance.

13.4. The performance security may be released by NPC and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:

(a) There are no pending claims against the Supplier or the surety company filed by NPC;

(b) The Supplier has no pending claims for labor and materials filed against it;

13.5. In case of a reduction of the contract value, NPC shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

## **14. Use of Contract Documents and Information**

14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without NPC's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of NPC. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

14.2. Any document, other than this Contract itself, enumerated in **GCC** Clause 14.1 shall remain the property of NPC and shall be returned (all copies) to

NPC on completion of the Supplier's performance under this Contract if so required by NPC.

## 15. Standards

The Goods provided under this Contract shall conform to the standards mentioned in the **Section III – Technical Specifications**; and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the institution concerned.

## 16. Inspection and Tests

- 16.1. NPC or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to NPC. The **Section III – Technical Specifications** shall specify what inspections and/or tests NPC requires and where they are to be conducted. NPC shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to NPC. The Supplier shall provide NPC with results of such inspections and tests.
- 16.3. NPC or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that NPC shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 16.4. NPC may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to NPC, and shall repeat the test and/or inspection, at no cost to NPC, upon giving a notice pursuant to **GCC Clause 5**.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by NPC or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

## 17. Warranty

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by NPC provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any

act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in Section III – Part I (Technical Specifications). The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) but not to exceed five percent (5%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) but not to exceed five percent (5%) of the total Contract Price. The said amounts shall only be released after the lapse of the warranty period specified in Section III – Part I (Technical Specifications); provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.

Certificate of Acceptance of the entire contract shall be issued only after complete delivery, inspection, test (if required) and acceptance of all Goods and services required in the contract

- 17.4. NPC shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period not exceed thirty (30) days upon receipt of the notice from NPC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to NPC.
- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in GCC Clause 17.4, NPC may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which NPC may have against the Supplier under the Contract and under the applicable law.

## **18. Delays in the Supplier's Performance**

- 18.1. Delivery of the Goods and/or performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by NPC in **Section III – Technical Specifications**.
- 18.2. If at any time during the performance of this Contract, the Supplier or its Subcontractor(s) should encounter conditions impeding timely delivery of the Goods and/or performance of Services, the Supplier shall promptly notify NPC in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, and upon causes provided for under GCC Clause 22, NPC shall evaluate the situation and may extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of Contract.
- 18.3. Except as provided under GCC Clause 22, a delay by the Supplier in the performance of its obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 29 without the application of liquidated damages.

**19. Liquidated Damages**

- 19.1. Subject to **GCC** Clauses 17.1 and 22, if the Supplier fails to satisfactorily deliver any or all of the Goods and/or to perform the Services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, NPC shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of the unperformed portion for every day of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%), NPC may rescind or terminate the Contract pursuant to **GCC** Clause 23, without prejudice to other courses of action and remedies open to it.

**20. Settlement of Disputes**

- 20.1. If any dispute or difference of any kind whatsoever shall arise between NPC and the Supplier in connection with or arising out of this Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 20.2. If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either NPC or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
- 20.3. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under this Contract.
- 20.4. In the case of a dispute between NPC and the Supplier, the dispute shall be resolved in accordance with Republic Act 9285 ("R.A. 9285"), otherwise known as the "Alternative Dispute Resolution Act of 2004."
- 20.5. Notwithstanding any reference to arbitration herein, the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and NPC shall pay the Supplier any monies due the Supplier.

**21. Liability of the Supplier**

- 21.1. The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines. For joint venture, all partners to the joint venture shall be jointly and severally liable to NPC.
- 21.2. Except in cases of criminal negligence or willful misconduct, and in the case of infringement of patent rights, if applicable, the aggregate liability of the Supplier to NPC shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## 22. Force Majeure

- 22.1. The Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the Supplier's delay in performance or other failure to perform its obligations under the Contract is the result of a *force majeure*.
- 22.2. For purposes of this Contract the terms "*force majeure*" and "fortuitous event" may be used interchangeably. In this regard, a fortuitous event or *force majeure* shall be interpreted to mean an event which the Supplier could not have foreseen, or which though foreseen, was inevitable. It shall not include ordinary unfavorable weather conditions; and any other cause the effects of which could have been avoided with the exercise of reasonable diligence by the Supplier. Such events may include, but not limited to, acts of NPC in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 22.3. If a *force majeure* situation arises, the Supplier shall promptly notify NPC in writing of such condition and the cause thereof. Unless otherwise directed by NPC in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the *force majeure*.

## 23. Termination for Default

- 23.1. NPC may rescind or terminate a contract for default, without prejudice to other courses of action and remedies available under the circumstances when, outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by NPC pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price.
- 23.2. NPC may terminate the contract when, as a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from NPC stating that the circumstance of *force majeure* is deemed to have ceased.
- 23.3. NPC shall terminate the contract when the Supplier fails to perform any other obligation under the Contract.
- 23.4. In the event NPC terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, NPC may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to NPC for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.
- 23.5. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, NPC may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

**24. Termination for Insolvency**

NPC shall terminate this Contract if the Supplier is declared bankrupt or insolvent as determined with finality by a court of competent jurisdiction. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to NPC and/or the Supplier.

**25. Termination for Convenience**

25.1. NPC may terminate this Contract, in whole or in part, at any time for its convenience. The HoPE may terminate a contract for the convenience of the Government if he has determined the existence of conditions that make Project Implementation economically, financially or technically impractical and/or unnecessary, such as, but not limited to, fortuitous event(s) or changes in law and national government policies.

25.2. The Goods that have been delivered and/or performed or are ready for delivery or performance within thirty (30) calendar days after the Supplier's receipt of Notice to Terminate shall be accepted by NPC at the contract terms and prices. For Goods not yet performed and/or ready for delivery, NPC may elect:

- (a) to have any portion delivered and/or performed and paid at the contract terms and prices; and/or
- (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed and/or performed goods and for materials and parts previously procured by the Supplier.

25.3. If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for NPC which cannot be sold in open market, it shall be allowed to recover partially from this Contract, on a *quantum meruit* basis. Before recovery may be made, the fact of loss must be established under oath by the Supplier to the satisfaction of NPC before recovery may be made.

**26. Termination for Unlawful Acts**

26.1. NPC may terminate this Contract in case it is determined *prima facie* that the Supplier has engaged, before or during the implementation of this Contract, in unlawful deeds and behaviors relative to contract acquisition and implementation. Unlawful acts include, but are not limited to, the following:

- (a) Corrupt, fraudulent, and coercive practices as defined in ITB Clause 3.1(a);
- (b) Drawing up or using forged documents;
- (c) Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and
- (d) Any other act analogous to the foregoing.

**27. Procedures for Termination of Contracts**

27.1. The following provisions shall govern the procedures for termination of this Contract:

- (a) Upon receipt of a written report of acts or causes which may constitute ground(s) for termination as aforementioned, or upon its own initiative, the Implementing Unit shall, within a period of seven (7) calendar days, verify the existence of such ground(s) and cause the execution of a Verified Report, with all relevant evidence attached;
- (b) Upon recommendation by the Implementing Unit, the HoPE shall terminate this Contract only by a written notice to the Supplier conveying the termination of this Contract. The notice shall state:
  - (i) that this Contract is being terminated for any of the ground(s) afore-mentioned, and a statement of the acts that constitute the ground(s) constituting the same;
  - (ii) the extent of termination, whether in whole or in part;
  - (iii) an instruction to the Supplier to show cause as to why this Contract should not be terminated; and
  - (iv) special instructions of NPC, if any.
- (c) The Notice to Terminate shall be accompanied by a copy of the Verified Report;
- (d) Within a period of seven (7) calendar days from receipt of the Notice of Termination, the Supplier shall submit to the HoPE a verified position paper stating why this Contract should not be terminated. If the Supplier fails to show cause after the lapse of the seven (7) day period, either by inaction or by default, the HoPE shall issue an order terminating this Contract;
- (e) NPC may, at any time before receipt of the Supplier's verified position paper described in item (d) above withdraw the Notice to Terminate if it is determined that certain items or works subject of the notice had been completed, delivered, or performed before the Supplier's receipt of the notice;
- (f) Within a non-extendible period of ten (10) calendar days from receipt of the verified position paper, the HoPE shall decide whether or not to terminate this Contract. It shall serve a written notice to the Supplier of its decision and, unless otherwise provided, this Contract is deemed terminated from receipt of the Supplier of the notice of decision. The termination shall only be based on the ground(s) stated in the Notice to Terminate;
- (g) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE; and

- (h) The Supplier must serve a written notice to NPC of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by NPC.

**28. Assignment of Rights**

The Supplier shall not assign his rights or obligations under this Contract, in whole or in part, except with NPC's prior written consent.

**29. Contract Amendment**

Subject to applicable laws, no variation in or modification of the terms of this Contract shall be made except by written amendment signed by the parties.

**30. Application**

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of this Contract.

## SECTION III

# TECHNICAL SPECIFICATIONS

## *(PART I - TECHNICAL SPECIFICATIONS)*

**Section VI - Technical Specifications****PART I - TECHNICAL SPECIFICATIONS****TABLE OF CONTENTS**

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## **PART I - TECHNICAL SPECIFICATIONS**

### **TS-1.0 GENERAL**

This specification covers the technical requirements for the **supply of manpower/crew, consumable materials, equipment/parts** (if not available on NPC stocks), tools and other incidentals for all the works enumerated herein during the Twelve (12) months contract period to operate and maintain NPC Tugboat No. 1.

The NPC Tugboat No. 1 shall be turned-over to the Contractor who shall be responsible to operate purposely to meet the towing requirements of NPC Power Barges, emergency hauling activities of various spare parts & fuel requirements of the land based power plants during critical periods, and other related services as requested by the NPC.

During the valid Twelve (12) months contract period, the Contractor shall engage properly trained and experienced personnel that shall man, operate and properly maintain the NPC Tugboat No. 1 for 24 hrs a day, in accordance with the provisions as specified in Clause TS-2.0 Scope of Work.

During maintenance of the NPC Tugboat No. 1, all materials and equipment/parts to be used and incorporated into the vessel shall be new and unused whether supplies are to be provided by the NPC or Contractor. They shall be suitable for the intended purpose and shall comply with all applicable regulations, quality, and standards.

The Contractor shall accept full responsibility for his works including the general safety and security of the NPC Tugboat No. 1 and its crews; and secure necessary permits and licenses with the appropriate authorities to enable them to conduct the NPC Tugboat No. 1 operation and maintenance/repair.

The Contractor (Operator) shall take all reasonable care of NPC Tugboat No. 1 operation and maintenance/repair works within the contract period to prevent accidents and to act in accordance with all pertinent laws and regulations pertaining to the use, operation and maintenance/repair of the tugboat.

### **TS-2.0 SCOPE OF WORK**

The scope of work shall cover the supply of manpower/crew for twelve (12) months operation and maintenance/repair of the NPC Tugboat No. 1 including provision of equipment, materials, tools and other incidentals required to complete the work in accordance with the specification contained in this section.

The work shall include all and every work and service although not specifically mentioned herein but are required to fully complete the works for the safe and reliable operation and proper maintenance of the NPC Tugboat No. 1.

The works and services to be performed by the Contractor under this contract shall essentially consist of but not limited to the following:

1. Contractor shall operate and maintain the NPC Tugboat No. 1 for the period of Twelve (12) months including the supply and supervision of twelve (12) MARINA qualified manpower/crew as follows:

<u>Deck Department</u>	<u>Engine Department</u>
1- Tug Master	1- Chief Engine Officer
1- Chief Officer	1- 2 <sup>nd</sup> Engine Officer
1- Deck Officer	1- Engine Officer
3- Ratings	3- Ratings

The crew shall man the NPC Tugboat No. 1 for twenty four (24) hours a day, seven (7) days a week on a shifting schedule. A weekly shifting schedule must be provided to NPC for monitoring purposes.

2. No repairs, replacement of parts, equipment and permanent improvements shall be made to the NPC Tugboat No. 1 without the written approval of NPC. Expenses incurred in authorized improvements shall be subject to the imposition of applicable sanctions and penalties by NPC.
3. All corrective maintenance and repair, except structural works (labor only) deemed necessary to avoid future downtime of the NPC Tugboat No. 1 shall be the responsibility of the Contractor. Said maintenance repair of the NPC Tugboat No. 1 shall be based on manufacturer's manual.

Contractor shall abide by all instructions and recommendation of NPC relative to the safe operation and maintenance of the NPC Tugboat No. 1.

4. The cost of all spare parts, including equipment used to replace damaged/defective items as part of the maintenance and repair to ensure the operation and availability of the NPC Tugboat No. 1 shall be for the account of NPC. The spare parts and equipment to be used for replacement of damaged items for the repair and maintenance of the NPC Tugboat No. 1 shall be sourced from the existing stock of NPC.

If these are not available at NPC, the spare parts and equipment will be sourced by the Contractor. The cost of which shall be based on the amount submitted during the bidding which is attached hereto as **Schedule-1** (See Technical Data Sheets, pages VI-TDS-1 to 5) which consist of list of Spare Parts for Yanmar Diesel Engine, Auxiliary Engines, and Electrical Parts of Tugboat No. 1. Payment of such spare parts and equipment to the Contractor shall be made through a separate billing from the regular/monthly operations and maintenance cost. Supply of proprietary parts and equipment must be accompanied by a certificate of warranty of at least one (1) year from the source.

5. Contractor shall provide the materials and consumables for housekeeping such as water, rags, detergents, paints, thinners, inhibitors and other cleaning materials in the maintenance and operation of the NPC Tugboat No. 1 which is attached hereto as **Schedule-2** (See Technical Data Sheets,

page VI-TDS-10) and made an integral part of this contract. In addition, the Contractor shall also provide beddings for the crew and administrative supplies for its use. Every delivery of the materials and consumables must be checked and accepted by authorized NPC representative prior to its use.

6. Contractor at their expense shall provide the NPC Tugboat No. 1 crew with working uniform and Safety Personnel Protection Equipment (SPPE). NPC Tugboat No. 1 crew shall wear their working uniform and appropriate SPPE on duty which is attached hereto as **Schedule-3** (See Technical Data Sheets, page VI-TDS-10) and made part of this contract.
7. Contractor shall be responsible for the implementation of safety rules and procedures in the NPC Tugboat No. 1. Any untoward incident resulting to injury or damage to people and property due to unsafe practices shall be for the account of the Contractor. All NPC spare parts and equipment available at site shall be counted (inventory) by the NPC and Contractor representative before and after the contract period.
8. Contractor shall secure among others, at its own expense the timely submission of valid copies of the following documents required in maintaining the NPC Tugboat No. 1:
  - a) Coastwise License
  - b) Cargo Ship Safety Certificate, (CSSC)
  - c) Loadline Certificate
  - d) All other requirements from MARINA and Philippine Coast Guard
9. Contractor shall provide NPC Tugboat No. 1 services within two (2) days upon receipt of written advice/order from NPC for the towing/movements of power barges and other related services that require the NPC Tugboat No. 1 such as, but not limited to the following:
  - a) Securing the power barges during typhoons/ emergency situations and deliveries of fuel and spare parts.
  - b) Provide (if necessary), NPC Tugboat No. 1 assistance at the Contractor's expense for the safe de-mooring and mooring of the NPC barges.
10. NPC may, at its discretion, commercially lease the NPC Tugboat No. 1 together with O/M crew to private companies.
11. NPC shall shoulder the expenses for the supply and delivery of fuel and lubricants needed for the use of an alternate tugboat as mentioned in item 9.
12. Contractor shall submit a monthly status/operation report of the NPC Tugboat No. 1 to NPC in accordance with NPC's prescribed format including trouble report with root cause analysis. Trouble report shall be submitted within twenty-four (24) hours upon occurrence.

## SECTION VI – TECHNICAL SPECIFICATIONS

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13. At the end of the Operations and Maintenance Contract, the Contractor shall return the NPC Tugboat No. 1 in good order and condition with due consideration to normal wear and tear and complete with all the accessories and appurtenances then existing as inventoried.
14. Contractor shall be made co-assured with NPC Tugboat No. 1 in the insurance to be procured with the Government Service Insurance System (GSIS). As co-assured, Contractor shall be qualified to a waiver of subrogation absolving it from all possible liabilities arising from damage and/or loss of the NPC Tugboat No. 1 and barges.
15. Neither of the parties herein shall be held liable for damages or any claims arising from causes due to force majeure or fortuitous events. For purposes hereof, fire, explosion, earthquake, storm, tidal wave or similar disturbances, volcanic eruption, continuous rain, flood, strike (except those held by any of the Contractor's employee), war, riot, civil commotion, act of government or other public authorities constitute force majeure events.

However, Contractor is obliged to undertake the repair of any damage to NPC Tugboat No. 1 including salvaging works within the capability brought about by force majeure. NPC shall reimburse all expenses incurred by Contractor by reason thereof excluding the minimum deductible provided under the marine insurance policies which shall be shouldered by the Contractor.

Should there be any damage and casualty during towing of barges and other navigational activities, deductible shall be for the account of Contractor as follows:

a) For the Barge	Hull (GSIS)	- PhP 600,000.00
	P & I	- PhP 600,000.00
b) For the Tugboats	Hull (GSIS)	- PhP 600,000.00
	P & I	- PhP 600,000.00

In the event that salvage works are beyond the capability of the Contractor, the latter, in coordination with and approval by the NPC shall secure a third party salvaging Contractor.

**TS-3.0 CONTRACT PERIOD AND LOCATION**

The contract period shall be **twelve (12) months** reckoned from receipt of the Notice to Proceed.

After satisfactory completion of twelve (12) months contract period for operation and maintenance of the NPC Tugboat No. 1, the Contractor shall return the tugboat in good order and condition complete with accessories and appurtenances as turned-over by the NPC to the Contractor during the start of the Contract. The NPC Tugboat No. 1 mooring site shall be in **Mactan, Cebu**.

**TS-4.0 OPERATION AND MAINTENANCE REQUIREMENTS****TS-4.1 General**

The NPC Tugboat No. 1 operation shall be in accordance with the Contractor's standard practices/procedures and the tugboat maintenance/repair shall be based on manufacturer's manual and engineering standards and practices.

The requirement for the NPC Tugboat No. 1 operating crew shall be MARINA qualified and having experience for such positions for not less than three (3) years.

**TS-4.2 NPC Tugboat No. 1 Technical Data****Vessel Description**

Builder	President Marine (PTE) LTD
Place of Built	Singapore
Year Built	1991
No. of Mast	One (1)
Type of Stern	Transome
No. of Decks	One (1)
Type of Stem	Rake
Hull Material	Steel

**Dimensions and Weight (Register)**

Length	26 m
Breadth	8.6 m
Depth	4.25 m
Gross Weight	265 tons
Net Weight	160 tons

**Engine Data**

Engine Make	Yanmar
No. of Cylinder	Six (6)
Cycle	Four (4)
Capacity	1,200 Hp
Quantity	Two (2)

**TS-5.0 PERFORMANCE REQUIREMENTS**

The Contractor shall satisfactorily meet the requirements specified in Clauses TS-2.0 (SCOPE OF WORK) and TS-4.0 (OPERATION AND MAINTENANCE REQUIREMENTS) and the Contractor shall maintain the seaworthiness of the vessel/tugboat until completion of the Contract.

**TS-6.0 TESTING**

Prior to the Contractor's turn-over of NPC Tugboat No. 1 to NPC at the end of contract period, the Contractor together with NPC authorized representative/s (witness) shall conduct the following to assure that NPC Tugboat No. 1 is still in order and in good condition:

- 1) Operational/running test of NPC Tugboat No. 1.
- 2) Vessel/NPC Tugboat No. 1 inspection/verification including inventory of all equipment, spare parts and/or components at site.

Turn-over Certificate shall be issued only by the NPC to the Contractor upon satisfactory completion of the above and submission of the complete documents as specified hereto in Clause TS-8.0 (DOCUMENT TO BE SUBMITTED item b).

**TS-7.0 SPARE PARTS**

The spare parts to be used in the maintenance of NPC Tugboat No. 1 shall be sourced from the existing stocks of NPC. However, if not available from the NPC stocks, it shall be sourced by the Contractor in accordance with item 4 under Clause TS-2.0 SCOPE OF WORK contained in this Technical Specifications.

**TS-8.0 DOCUMENTS TO BE SUBMITTED**

- a) To be submitted with the bid/proposal for evaluation:
  - a.1 Completely filled-out Technical Data Sheets;
  - a.2 NPC Tugboat No. 1 Inspection Certificate to be signed by NPC's authorized personnel;
  - a.3 Proof and/or certification from MARINA that the Contractor is MARINA-registered for Operation and Maintenance of marine vessel/tugboat.
- b) To be submitted upon completion of Contract
  - b.1 Test and Inspection Results
  - b.2 Inventories Report

**TS-9.0 GUARANTEE**

The Contractor shall guarantee that he will repair and/or replace, at his own cost, all their supplied equipment/parts/components against defect in design, workmanship and materials for one (1) year after issuance of Acceptance Certificate by NPC.

**TS-10.0 MISCELLANEOUS****TS-10.1 Payment**

Payment for the services to be provided by the Contractor to NPC for the twelve (12) months contract shall be made on monthly equal payments inclusive of VAT. Payment shall be within thirty (30) days upon NPC's certification of satisfactory performance and Contractor's submission of monthly invoice, service reports and other supporting documents required by NPC.

Billings for the replacement equipment/ parts provided by the Contractor shall be in accordance with item 4 under Clause TS-2.0 SCOPE OF WORK contained in this Technical Specifications. Payment shall be supported by the following documents:

- a) Letter request to purchase from Contractor duly approved by NPC's authorized representative/end-user;
- b) Original copy of invoice; and
- c) Certificate of Acceptance from end-user.

SECTION III

**TECHNICAL  
SPECIFICATIONS**

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

## Section VI - Technical Specifications

### Part II - Technical Data Sheets

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2.0	Housekeeping Materials ( <b>Schedule-2</b> )	TDS-10
3.0	Uniform/Personal Protective Equipment ( <b>Schedule-3</b> )	TDS-10

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Name & Signature of Representative

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**PART II – TECHNICAL DATA SHEETS****OPERATION & MAINTENANCE (O/M) OF NPC TUGBOAT NO. 1  
INCLUDING LABOR AND MATERIALS FOR ONE (1) YEAR**

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 SPARE PARTS DATA (SCHEDULE-1)****Note: Price Reference Only**

DESCRIPTION	PART NO.	CONTRACTOR'S DATA		
		QTY.	UNIT PRICE	TOT. PRICE
1. COMPONENTS - PISTONS AND CONNECTING ROD				
1. Ring Set, Piston	747644-22800	2		
2. Piston Pin	147644-22300	2		
3. Circlip 90	22252-090900	1		
4. Piston	147644-22020	2		
5. Bush Piston Pin	147644-22020	2		
6. Bearing Set Crankpin	147844-23300	2		
7. Washer	141616-23270	2		
2. LINER				
1. Liner with Ring	747544-01850-C	2		
2. O-Ring, Cylinder Liner	147644-01300	6		
3. O-Ring, Cylinder Liner	147844-01220	18		
4. Packing Copper (0.8)	150523-01801	6		
5. Gasket, Cylinder Head	147844-01350	6		
3. MAIN BEARING				
1. Gasket	147644-01410	6		

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**SPARE PARTS DATA Cont'd....**

DESCRIPTION	PART NO.	CONTRACTOR'S DATA		
		QTY.	UNIT PRICE	TOT. PRICE
2. Journal Bearing Complete	147644-02320	1		
3. Thrust Bearing Complete	150623-02500	2		
4. Parallel Pinsv12	22542-060120	1		
<b>4. CAMSHAFT VALVE GEAR ASSEMBLY (EXHAUST/ INTAKE)</b>				
1. Tappet Assembly	739853-14570	2		
2. O-Ring 1A-G-50.0	24321-000500-C	12		
3. Bush Rod Complete	147044-14851	2		
4. Cover Bush	139853-14512	2		
5. O-Ring	147644-01670	2		
<b>5. FUEL OIL INJECTION PUMP MTG BRACKET</b>				
1. O-Ring 1A G-70.0	24321-000700	6		
2. O-Ring 1A P-14.0	24311-000140	6		
3. Roller, Tappet	138513-14221	2		
4. Pin, Roller	147644-54120	2		
5. Shield Cover	141616-54221	2		
6. Bolt	139658-54200	2		
7. O-Ring 1A G-40.0	21321-004000	8		
8. Gasket	147644-01250	6		
<b>6. STARTING AIR CHECK VALVE</b>				
1. Valve Set	141618-72080	2		
2. Bush	141616-72080	2		
3. Valve Set	141616-72140	1		
4. Spring	180110-72030	1		
5. Packing- 28	23414-280000	1		
6. Joint	141616-72090	1		
7. Change Over Valve	141618-72000	1		
8. Gasket	180110-72070	1		

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**SPARE PARTS DATA ( Schedule-1) Cont'd....**

DESCRIPTION	PART NO.	CONTRACTOR'S DATA		
		QTY.	UNIT PRICE	TOT. PRICE
9. O-Ring	24316-350220	12		
10. Check Valve	44100-000810	1		
<b>7. STARTING AIR VALVE</b>				
1. Valve, Air Starting	140823-71120	2		
2. Piston	140623-71180	2		
3. Spring Valve	148613-71130	2		
4. O-Ring 40 G 35.0	24324-000350	3		
5. O-Ring	24311-000200	12		
6. O-Ring	24311-000140	1		
7. Packing	134678-11290	3		
8. Packing	146813-71090	3		
<b>8. LUBE OIL PUMP XR XL</b>				
1. Bush	102823-32101	2		
2. Gear with Shaft	102023-32101	1		
3. Drive Gear	147644-32160	1		
4. Bush	152323-32130	2		
5. Packing	141516-32620	1		
6. Pump Body	141515-32640	1		
7. Gasket	137650-53090	12		
<b>9. FUEL OIL FEED PUMP</b>				
1. Shaft	141646-52130	1		
2. Pin	141646-52140	1		
3. Body	141646-52011	1		
4. Gasket	147644-10291	12		
5. Packing	123210-01810	6		
<b>10. COOLING OIL PUMP</b>				
1. Body Common Pump	141648-52500	1		
2. Shaft	141618-42251	1		
3. Key 7 x 32	22512-070350	1		

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**SPARE PARTS DATA (Schedule-1) Cont'd....**

DESCRIPTION	PART NO.	CONTRACTOR'S DATA		
		QTY.	UNIT PRICE	TOT. PRICE
4. Rotor Inner Assembly	137903-02800	1		
<b>11. COOLING WATER PUMP</b>				
1. Body Common Pump	141616-42190	1		
2. Shaft	141618-42251	1		
3. Key 7 x 32	141616-42350	1		
<b>12. THERMOMETER</b>				
1. Water	28551-030300	6		
2. Cooler	28552-030301	6		
3. Tachometer	28650-571200	6		
<b>13. SEA WATER COOLING PUMP</b>				
1. Sea Water Impeller	20506-601240	1		
2. Mechanical Seal	137610-42492	2		
<b>14. OIL SEAL</b>				
1. Sea Water Pump	24421-355511	4		
2. Mechanical Seal	141646-52660	4		
3. Valve Stem	136600-11581	12		
<b>15. BEARINGS</b>				
1. Con Rod	24101-063074	4		
2. Cam	24102-062074	4		
<b>16. PACKING</b>				
1. Fuel Injection	141616-56900	6		
2. Cooling Water	93400-003490	6		
3. Feed Pump	153623-13201	15		
4. Sea Water	138612-13220	4		
<b>17. CYLINDER HEAD</b>				
1. Cylinder Head Gasket	147944-11271	12		
<b>18. VALVE SEAT</b>				

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**SPARE PARTS DATA (Schedule -1)Cont'd....**

DESCRIPTION	PART NO.	CONTRACTOR'S DATA		
		QTY.	UNIT PRICE	TOT. PRICE
1. Intake	147644-11080	1		
2. Exhaust	150623-11090	1		
19. VALVE SPINDLE				
1. Intake	150623-11101	1		
2. Exhaust	150624-11111	1		
		SUB-TOT. =		
PARTS FOR AUXILIARY ENGINES OF TUGBOAT NO. 1				
1. FRONT GEAR COVER				
1. Gasket, Gear Cover	3907836	2		
2. Seal, Rectangular Ring	3906693	2		
3. Seal O-Ring	3903927	2		
4. Gasket, Gear Housing	3910500	2		
5. Seal, Oil	3904353	2		
6. Seal, Rear Ring	3903475	2		
2. ROCKER LEVER				
1. Plug	3907555	24		
2. Screw, Slotted Set	3900706	12		
3. Push Rod	3904679	12		
4. Tappet, Valve	3907420	24		
3. CRANKSHAFT & MAIN BEARING				
1. Bearing, Connecting Rod	3901150	7		
2. Bearing, Crankshaft Thrust	3906230	2		
4. CAM FOLLOWER COVER				
1. Gasket, Push Rod Cover	3904776	2		
5. THERMOSTAT				
1. Thermostat	3912578	2		
6. ENGINE INSTRUMENTATION				
1. Ignition Switch	102846	1		

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**SPARE PARTS DATA (Schedule -1) Cont'd....**

DESCRIPTION	PART NO.	CONTRACTOR'S DATA		
		QTY.	UNIT PRICE	TOT. PRICE
2. Indicator Light	3022279	1		
3. Voltmeter	3030868	1		
4. Gauge, Pressure	3030871	10		
5. Gauge, Temperature	3030872	15		
6. Sending Unit, Pressure	2308603	2		
7. Transducer	3015237	2		
8. Pick-up Magnetic	3039524	2		
<b>7. FUEL FILTER</b>				
1. Fuel Filter	3903640	4		
<b>8. FLYWHEEL HOUSING</b>				
1. Gasket, Rear	3901019	8		
2. Seal, Kit	3909410	2		
3. Seal O-Ring	3912473	2		
4. Seal O-Ring	3910260	2		
5. Plug O-Ring	3910248	2		
<b>9. HEAT EXCHANGER</b>				
1. Rubber Hose	3910123	2		
2. Hose Clip	3910125	20		
3. Gasket, End	3910343	2		
<b>10. LUBE OIL COOLER</b>				
1. Gasket, Oil Cooler Core	3904427	2		
<b>11. OIL PAN</b>				
1. Gasket Flange	3905468	2		
<b>12. CONNECTING ROD AND PISTON</b>				
1. Set Piston Ring	3802050	6		
<b>13. INJECTOR</b>				
1. Kit Injector Bosch	3802058	6		

Name of Firm

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**SPARE PARTS DATA (Schedule -1) Cont'd....**

DESCRIPTION	PART NO.	CONTRACTOR'S DATA		
		QTY.	UNIT PRICE	TOT. PRICE
2. Seal, Banjo Connector	3903380	6		
3. Seal, Rectangular Ring	3903380	5		
4. Seal, Injector	3900808	6		
<b>14. CYLINDER HEAD</b>				
1. Gasket, Cylinder Head	3907057	2		
2. Plug, Expansion	3902606	5		
3. Plug, Pipe	3008465	2		
4. Plug, Pipe	3008468	5		
5. Intake Valve	3901117	6		
6. Exhaust Valve	3901607	12		
7. Seal, Valve Stem	3901097	12		
<b>15. TURBO-CHARGER</b>				
1. Turbocharger	3802118	1		
2. Gasket, Turbo-charger	3905033	2		
3. Gasket, Exhaust Manifold	3905443	12		
4. Gasket, Intake Manifold Cover	3902002	2		
<b>16. RAW WATER PUMP</b>				
1. Pump, Sea Water	3907458	1		
2. Rubber Hose	3900321	5		
3. Hose Clip	3900124	30		
4. Kit, Sea Water Pump Repair	3908220	4		
<b>17. GOVERNOR</b>				
1. Governor Actuator	10704-012	1		
2. Gasket	3902002	2		
<b>18. VALVE GEAR</b>				
1. Gasket, Valve Cover	3902666	12		
<b>19. WATER PUMP, JACKET</b>				
1. Water Pump, Jacket (1 set)	3802004	1		

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**SPARE PARTS DATA (Schedule -1) Cont'd....**

DESCRIPTION	PART NO.	CONTRACTOR'S DATA		
		QTY.	UNIT PRICE	TOT. PRICE
2. Rubber Hose	3802112	24		
3. Hose Clip	3801224	20		
20. ALTERNATOR BELT				
1. Alternator Belt	3903901	2		
21. FUEL LIFT PUMP				
1. Fuel Lift Pump	3907022	1		
22. AIR CLEANER				
1. Air Cleaner	3924893	6		
23. IMPELLER				
1. Rubber for SW	3910244	12		
24. LUBE OIL FILTER				
1. Lube Oil Filter	3349033	12		
		SUB-TOT. =		
ELECTRICAL PARTS FOR TUGBOAT # 1				
1. Automatic Voltage Regulator	-	1		
2. Bulb, Halogen 50 watts	-	25		
3. Fuse, 2 amp	-	25		
4. Fuse, 10 amp	-	25		
5. Fuse, 20 amp	-	25		
6. Fuse, 30 amp	-	25		
7. Fuse, 4 amp	-	20		
8. Rotating Diodes	-	25		
9. Cord Royal Portable (meters)	-	200		
10. Bulb Search Light 500W	-	2		
11. Reflector Search Light	-	2		
12. Circuit Breaker	-	2		
13. Lamp Incandescent 25 W	-	25		
14. Lamp, Incandescent 50 W	-	25		
15. Lamp, Incandescent 100 W	-	25		
16. Lamp, Fluorescent 200 W	-	25		
17. Lamp, Fluorescent 20 W	-	25		

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**SPARE PARTS DATA (Schedule -1) Cont'd....**

DESCRIPTION	PART NO.	CONTRACTOR'S DATA		
		QTY.	UNIT PRICE	TOT. PRICE
18. Lamp, Fluorescent 40 W	-	25		
19. Switches	-	15		
20. Electrical Tape	-	30		
21. Actuator	-	1		
		SUB-TOT. =		
		GRAND TOTAL =		

**NOTES:**

1. Contractor shall completely fill-up the Contractor's Data. Incomplete Contractor's Data will be ground for rejection of bids.
2. Contractor's submitted unit price which is more than the NPC specified unit cost will be ground for rejection of bids.
3. **For bid comparison purposes**, the corrected bid price (due to computational errors, omissions, & discounts) PLUS: the computed ten percent (10%) of the spare parts total cost shall become the total evaluated bid price. Bid determined to have the lowest total evaluated bid price shall then be considered the Lowest Calculated Bid (LCB) subject for post-qualification.
4. Contract amount shall be exclusive of the 10% of the spare parts total cost.

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## 2.0 HOUSE KEEPING MATERIALS FOR TUGBOAT NO.1 (SCHEDULE-2)

DESCRIPTION	NPC REQUIREMENT	CONTRACTOR'S DATA
	Qty/Unit	Qty/Unit
1. Powder Soap	7 bags	
2. Muriatic Acid	4 gal.	
3. Nylon Brush	7 pcs.	
4. Rust Converter	4 gal.	
5. Rags	14 kgs.	
6. Steel Brush	10 pcs.	
7. Cross Pin Brush	8 pcs.	
8. Mop Head w/ Handle	5 pcs.	
9. Brooms	4 pcs.	
10. Greasolve	4 gal.	
11. Sand Paper	1 box	
12. Scripper	3 pcs.	
13. Nylon Brush w/ Handle	3 pcs.	
14. Door Mat	4 pcs.	
15. Paint (Red Oxide)	4 gal.	
16. Working Gloves	4 doz.	

**NOTE:** The above list of housekeeping materials shall be included in the Contractor's scope of supply.

## 3.0 UNIFORM/PERSONAL PROTECTIVE EQUIPMENT (SCHEDULE-3)

DESCRIPTION	NPC REQUIREMENTS	CONTRACTOR'S DATA
	QUANTITY	QUANTITY
1. Cover All	9 pcs.	
2. Safety shoes (low cut, steel toe, non-slippery, oil resistant)	9 pcs.	

**NOTE:** The above list of uniform/personal protective equipment shall be included in the Contractor's scope of supply.

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

\_\_\_\_\_  
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## SECTION IV

# SCHEDULE OF REQUIREMENTS

TERMS OF REFERENCE

OPERATION AND MAINTENANCE (O/M) OF NPC TUGBOAT NO. 1  
INCLUDING LABOR AND MATERIALS FOR ONE (1) YEAR

SECTION VII - SCHEDULE OF REQUIREMENTS

PR No.: S2-VOD20-034

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

#### OPERATION & MAINTENANCE (O/M) OF NPC TUGBOAT # 1 INCLUDING LABOR AND MATERIALS FOR ONE (1) YEAR

ITEM NO.	DESCRIPTION	QTY.- UNIT	UNIT PRICE FOR GOODS OR SERVICES TO BE SUPPLIED AND DELIVERED		TOTAL PRICE
			Unit Price of Goods or Services (Phil. Peso)	Value Added Tax and other Taxes Imposed by Phil. Govt. (Phil. Peso)	Local Currency (Phil. Peso) ((4+5) x 3)
(1)	(2)	(3)	(4)	(5)	(6)
1	<b>Operation &amp; Maintenance (O/M) of NPC Tugboat # 1</b>  Supply of manpower/crew for twelve (12) months contract period for the Operation and Maintenance/Repair (O/M) of NPC Tugboat # 1 including provision of equipment, materials, tools and other incidentals required to complete the works/services in accordance with the provisions contained in the Technical Specifications.	1 lot			
<div style="display: flex; justify-content: space-between; align-items: center;"> <div><b>TOTAL</b></div> <div style="border-bottom: 1px solid black; width: 60%;"></div> <div>P <span style="border-bottom: 1px solid black; width: 15%;"></span></div> </div> <div style="text-align: center; margin-top: 5px;">(Amount in Words)</div>					

Note: The mooring site for the turn-over of NPC Tugboat # 1 during start and end of the Contract shall be in **Mactan, Cebu**

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## SECTION V

# BIDDING FORMS

## **SECTION V – BIDDING FORMS**

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NPCSF-GOODS-01	- Checklist of Technical and Financial Envelope Requirements for Bidders
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NPCSF-GOODS-06a	- Form of Bid Security : Bank Guarantee
NPCSF-GOODS-06b	- Form of Bid Security : Surety Bond
NPCSF-GOODS-06c	- Bid Securing Declaration Form
NPCSF-GOODS-07	- Omnibus Sworn Statement (Revised)
NPCSF-GOODS-08	- Bid Letter

Standard Form No: NPCSF-GOODS-01

**Checklist of Technical & Financial Envelope Requirements for Bidders**

**A. THE 1<sup>ST</sup> ENVELOPE (TECHNICAL COMPONENT) SHALL CONTAIN THE FOLLOWING:**

**1. ELIGIBILITY DOCUMENTS**

**a. (CLASS A)**

➤ Any of the following:

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

**OR:**

- The following updated and valid Class "A" eligibility documents enumerated under "Annex A" of the Platinum Membership:

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

**OR:**

- A combination thereof

➤ Statement of all its ongoing government and private contracts if any, whether similar or not similar in nature and complexity to the contract to be bid (NPCSF-GOODS-02)

➤ The Statement of the bidder's Completed Contract similar to the contract to be bid (NPCSF-GOODS-03) in any of the following:

- Single Largest Completed Contract (SLCC) similar to the Project and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least equivalent to Fifty Percent (50%) of the ABC.

**OR:**

- (i) At least two (2) similar contracts and the aggregate contract amounts should be equivalent to at least the percentage of the ABC as required above; and  
(ii) The largest of these similar contracts must be equivalent to at least half of the percentage of the ABC as required above.

The competed contracts stated above should have the following supporting documents:

1. Contract/Purchase Order
2. Certificate of Acceptance; or Certificate of Completion; or Official Receipt (O.R); or Sales Invoice

## SECTION V – BIDDING FORMS

## Standard Form No: NPCSF-GOODS-01

*(The Completed Contract (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.*

*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) or a Committed Line of Credit (CLC) at least equal to ten percent (10%) of the ABC, issued by a Universal or Commercial Bank; If the Bidder opted to submit a Committed Line of Credit (CLC), the bidder must submit a granted credit line valid/effective at the date of bidding.

**b. (CLASS B)**

- For Joint Venture (if applicable), any of the following:

- Valid Joint Venture Agreement (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:

- Document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)

- Documents to be submitted with the Bid/Proposal as specified in Clause TS-8.0(a) of Section VI - Technical Specifications

- Complete eligibility documents of the proposed subcontractor, if any

Standard Form No: NPCSF-GOODS-01

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

- Duly signed Bid Letter indicating the total bid amount in accordance with the prescribed form (NPCSF-GOODS-08)
- Duly signed and completely filled-out 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 copy of the first and second components of its Bid. NPC may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be 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	%		
<b>Government</b>						
<b>Private</b>						
<b>Total Cost</b>						

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 : \_\_\_\_\_

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

Standard Form Number: NPCSF-GOODS-03

**The Statement of the bidder's Completed Contract 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: Supporting documents such as Contract/Purchase Order and any of the following: Certificate of Acceptance; or Certificate of Completion; or Official Receipt (O.R); or Sales Invoice for the contract stated above shall be submitted during Bid Opening.

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

Standard Form Number: NPCSF-GOODS-04

**NET FINANCIAL CONTRACTING CAPACITY (NFCC)**

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

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

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

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

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

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

Submitted by:

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

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

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

Standard Form Number: NPCSF-GOODS-05

**JOINT VENTURE AGREEMENT****KNOW ALL MEN BY THESE PRESENTS:**

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

- and -

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

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

**NAME OF PROJECT****CONTRACT AMOUNT**

\_\_\_\_\_  
That the capital contribution of each member firm:

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

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.

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

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

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

Standard Form No: NPCSF-GOODS-06c

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

**BID-SECURING DECLARATION**  
**OPERATION AND MAINTENANCE (O/M) OF NPC TUGBOAT NO. 1 INCLUDING LABOR**  
**AND MATERIALS FOR ONE (1) YEAR,**  
**PR NO. PR NO. S2-VOD20-034**

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

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

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

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

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

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

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

Standard Form No: NPCSF-GOODS-07

### **Omnibus Sworn Statement (Revised)**

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

#### **AFFIDAVIT**

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

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

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

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

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

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

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

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

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

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

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

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

*[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 **OPERATION AND MAINTENANCE (O/M) OF NPC TUGBOAT NO. 1 INCLUDING LABOR AND MATERIALS FOR ONE (1) YEAR (PR NO. S2-VOD20-034)** 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 Bid Documents 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.

\_\_\_\_\_  
*[name and signature of authorized signatory]*\_\_\_\_\_  
*[in the capacity of]*

Duly authorized to sign Bid for and on behalf of \_\_\_\_\_  
*[name of bidder]*