



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

BID DOCUMENTS

Name of Project : SUPPLY OF LABOR, MATERIALS, TOOLS/
EQUIPMENT AND TECHNICAL EXPERTISE FOR THE
ON-SITE RESTORATION/REHABILITATION OF UNIT
NO. 3 OF PB 106 INCLUDING HAULING OF
REPLACEMENT CRANKSHAFT FROM PULANG-
LUPA DPP TO PB 106

Project Location : ROMBLON, ROMBLON

PR No. : S1-B0621-024

Contents :

- SECTION I - INVITATION TO BID
- SECTION II - INSTRUCTION TO BIDDERS
- SECTION III - BID DATA SHEETS
- SECTION IV - GENERAL CONDITIONS OF THE CONTRACT
- SECTION V - SPECIAL CONDITIONS OF THE CONTRACT
- SECTION VI - TECHNICAL SPECIFICATIONS
- SECTION VII - SCHEDULE OF REQUIREMENTS
(BID PRICE SCHEDULE)
- SECTION VIII - BIDDING FORMS

Design and Development Department



SECTION I

INVITATION TO BID



National Power Corporation

INVITATION TO BID

PUBLIC BIDDING – BCS 2022-0053

1. 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 No. & Description | Similar Contracts | Pre-bid Conference | Bid Submission / Opening | ABC/ Amt. of Bid Docs |
|---|---|---------------------------------|---------------------------------|----------------------------------|
| S1-B0621-024 / PB220221-HG00012 Supply of Labor, Materials, Tools/Equipment and Technical Expertise for the On-site Restoration/Rehabilitation of Unit No.3 of PB 106 Including Hauling of Replacement Crankshaft from Pulang-Lupa DPP to PB 106 | Supply of labor, materials, tools and equipment and technical expertise for the on-site overhauling / rebuilding / repair works of diesel engines for diesel power plants | 08 February 2022 9:30 A.M | 21 February 2022 9:30 A.M | ₱ 7,000,000.00 / ₱ 10,000.00 |
| HO-PIB21-016 / PB220118-HG00516 (PB2) Construction of Power Facilities for the Four (4) Units Modular Diesel Generating Sets Including Hauling, Installation, Test and Commissioning of Balance of Plant in Calutcot, Burdeos Quezon and Butawanan, Siruma, Camarines Sur • PCAB License: License Category of at least "Category D – General Building" and registration classification of at least "Small B – Building and Industrial Plant" | Construction of Industrial Building, Warehouse, Office Building | 08 February 2022 9:30 A.M | 21 February 2022 9:30 A.M | ₱ 24,450,000.00 / ₱ 25,000.00 |

Venue: Kafiao Function Room, NPC Bldg. Dilliman, Quezon City

2. The NPC now invites bids for Items listed above. Delivery of the Goods is required (see table below) specified in the Technical Specifications. Bidders should have completed, within (see table below) from the date of submission and receipt of bids, a contract similar to the Project. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. (Instruction to Bidders).

| PR No/s. / PB Ref No/s. | Delivery Period / Contract Duration | Relevant Period of SLCC reckoned from the date of submission & receipt of bids |
|-------------------------|-------------------------------------|--|
| S1-B0621-024 | Ninety (90) Calendar Days | Ten (10) Years |
| HO-PIB21-016 | Two Hundred Ten (210) Calendar Days | - |

3. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "pass/fail" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

4. Prospective Bidders may obtain further information from National Power Corporation, Bids and Contracts Services Division and inspect the Bidding Documents at the address given below during office hours (8:00AM to 5:00PM), Monday to Friday.
5. A complete set of Bidding Documents may be acquired by interested Bidders from the given address and website(s) and upon payment of the applicable fee for the Bidding Documents, pursuant to the latest Guidelines issued by the GPPB. Bidding fee may be refunded in accordance with the guidelines based on the grounds provided under Section 41 of R.A. 9184 and its Revised IRR.
6. The National Power Corporation will hold Pre-Bid Conference (**see table above**) and/or through video conferencing or webcasting which shall be open to prospective bidders.

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 during the virtual pre-bid conference.
 - b. A "No Face mask / No Full Face Shield / 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 duly received by the BAC Secretariat through (i) manual submission at the office address indicated below; (ii) online or electronic submission before the specified time stated in the table above for opening of bids. Late bids shall not be accepted.
8. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in ITB Clause 14.
9. Bid opening shall be on Kañao Function Room, NPC Head Office, Dillman, Quezon City and/or via online platform to be announced by NPC. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

10. The National Power Corporation reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of R.A. No. 9184, without thereby incurring any liability to the affected bidder or bidders.

11. For further information, please refer to:

**Bids and Contracts Services Division,
Logistics Department**

BIR Road cor. Quezon Avenue

Diliman, Quezon City

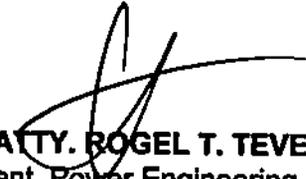
Tel Nos.: 8924-5211 and 8921-3541 local 5361

Fax No.: 8922-1622

Email: bcsd@napocor.gov.ph / bcsd_napocor@yahoo.com

12. You may visit the following websites:

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



ATTY. ROGEL T. TEVES

Vice President, Power Engineering Services and
Chairman, Bids and Awards Committee

SECTION II

INSTRUCTIONS TO BIDDERS



SECTION II – INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

| Clause No. | Title | Page no. |
|------------|--|----------|
| 1. | SCOPE OF BID..... | 1 |
| 2. | FUNDING INFORMATION | 1 |
| 3. | BIDDING REQUIREMENTS | 1 |
| 4. | CORRUPT, FRAUDULENT, COLLUSIVE, AND COERCIVE PRACTICES | 1 |
| 5. | ELIGIBLE BIDDERS..... | 2 |
| 6. | ORIGIN OF GOODS | 2 |
| 7. | SUBCONTRACTS..... | 2 |
| 8. | PRE-BID CONFERENCE..... | 3 |
| 9. | CLARIFICATION AND AMENDMENT OF BIDDING DOCUMENTS..... | 3 |
| 10. | DOCUMENTS COMPRISING THE BID: ELIGIBILITY AND TECHNICAL COMPONENTS | 3 |
| 11. | DOCUMENTS COMPRISING THE BID: FINANCIAL COMPONENT..... | 3 |
| 12. | BID PRICES..... | 4 |
| 13. | BID AND PAYMENT CURRENCIES | 4 |
| 14. | BID SECURITY | 4 |
| 15. | SEALING AND MARKING OF BIDS..... | 5 |
| 16. | DEADLINE FOR SUBMISSION OF BIDS | 5 |
| 17. | OPENING AND PRELIMINARY EXAMINATION OF BIDS..... | 5 |
| 18. | DOMESTIC PREFERENCE | 5 |
| 19. | DETAILED EVALUATION AND COMPARISON OF BIDS | 5 |
| 20. | POST-QUALIFICATION | 6 |
| 21. | SIGNING OF THE CONTRACT..... | 6 |

SECTION II – INSTRUCTIONS TO BIDDERS

1. Scope of Bid

The National Power Corporation (NPC or NAPOCOR) wishes to receive Bids for the **SUPPLY OF LABOR, MATERIALS, TOOLS & EQUIPMENT AND TECHNICAL EXPERTISE FOR THE ON-SITE RESTORATION/REHABILITATION OF UNIT NO. 3 OF PB 106 INCLUDING HAULING OF REPLACEMENT CRANKSHAFT FROM PULANG-LUPA TO PB 106**, with identification number PR No S1-B0621-024.

The Procurement Project (referred to herein as "Project") is composed of one (1) lot and will be awarded to one (1) Bidder in one complete contract, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

- 2.1. The GOP through the source of funding as indicated below for CY 2021 in the amount of **₱ 7,000,000.00**.
- 2.2. The source of funding is the Corporate Operating Budget of the National Power Corporation.

3. Bidding Requirements

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

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

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

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

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

5. Eligible Bidders

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

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

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

6. Origin of Goods

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

7. Subcontracts

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

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

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

8. Pre-Bid Conference

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

9. Clarification and Amendment of Bidding Documents

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

10. Documents comprising the Bid: Eligibility and Technical Components

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

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

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

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

11. Documents comprising the Bid: Financial Component

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

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

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

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

12. Bid Prices

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

- a. For Goods offered from within the Procuring Entity's country:
 - 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, if any, listed in the **BDS**.
- b. For Goods offered from abroad:
 - i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. 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, as listed in the **BDS**.

13. Bid and Payment Currencies

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

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

14. Bid Security

- 14.1. The Bidder shall submit a Bid Securing Declaration or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.
- 14.2. The Bid and bid security shall be valid for **One Hundred Twenty (120) calendar days** from the date of opening of bids. Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

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

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

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

16. Deadline for Submission of Bids

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

17. Opening and Preliminary Examination of Bids

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

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

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

18. Domestic Preference

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

19. Detailed Evaluation and Comparison of Bids

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

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

- 19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.
- 19.4. The Project shall be awarded to one (1) Bidder in one complete contract.
- 19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

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

21. Signing of the Contract

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

SECTION III

BID DATA SHEET

SECTION III - BID DATA SHEET

| ITB Clause | |
|------------|--|
| 5.3 | <p>For this purpose, similar contracts shall refer to supply of labor, materials, tools and equipment and technical expertise for the on-site overhauling/rebuilding/repair works of diesel engines for diesel power plants.</p> <p>The Single Largest Completed Contract (SLCC) as declared by the bidder shall be verified and validated to ascertain such completed contract. Hence, bidders must ensure access to sites of such projects/equipment to NPC representatives for verification and validation purposes during post-qualification process.</p> <p>It shall be a ground for disqualification, if verification and validation cannot be conducted for reasons attributable to the Bidder.</p> |
| 7.1 | <p>Subcontracting may be allowed on transport, local/non-skilled labor under the supervision of the Bidder. The Bidder shall not be relieved from any liability or obligation that may arise from the performance of the Subcontractor.</p> |
| 10.4 | <p>The list of on-going contracts (Form No. NPCSF-GOODS-02) shall be supported by the following documents for each on-going contract to be submitted during Post-Qualification:</p> <ol style="list-style-type: none"> 1. Contract/Purchase Order and/or Notice of Award 2. Certification coming from the project owner/client that the performance is satisfactory as of the bidding date <p>The bidder shall declare in this form all his on-going government and private contracts including contracts where the bidder (either as individual or as a Joint Venture) is a partner in a Joint Venture agreement other than his current joint venture where he is a partner. Non declaration will be a ground for disqualification of bid.</p> <p>The Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid (Form No. NPCSF-GOODS-03) shall be supported by the following documents to be submitted during Bid Opening:</p> <ol style="list-style-type: none"> 1. Contract/Purchase Order 2. Certificate of Acceptance; or Certificate of Completion; or Official Receipt (O.R); or Sales Invoice <p>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.</p> |



SECTION III – BID DATA SHEET

| | |
|------|---|
| 10.5 | <p>Bidders shall also submit the following requirements in their first envelope, Eligibility and Technical Component of their bid:</p> <ol style="list-style-type: none"> 1. Data and Information to be submitted with the Proposal as specified in Clause TS-6.0(a) of Section VI - Technical Specifications; 2. Complete eligibility documents of the proposed sub-contractor, if any |
| 12 | <p>The price of the Goods shall be quoted DDP Project Site or the applicable International Commercial Terms (INCOTERMS) for this Project.</p> |
| 14.1 | <p>The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts:</p> <ol style="list-style-type: none"> a) The amount of not less two percent (2%) of ABC, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b) The amount of not less than five percent (5%) of ABC, if bid security is in Surety Bond. |
| 19.3 | <p>The Goods are grouped together in one (1) lot and will be awarded to one (1) Bidder in one complete contract.</p> <p>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.</p> <p>The Bidders bid offer must be within the ABC of the lot.</p> <p>Bid offers that exceed the ABC of the lot or with incomplete price, shall be rejected.</p> |
| 19.5 | <p>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.</p> |
| 20.1 | <p>Additional documents to be submitted during Post-Qualification:</p> <ol style="list-style-type: none"> a. 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); b. 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; |
| 20.2 | <p>The licenses and permits relevant to the Project and the corresponding law requiring it as specified in the Technical Specifications, if any.</p> |
| 21.2 | <p>Notice to Proceed.</p> |



SECTION IV

GENERAL CONDITIONS OF CONTRACT

SECTION IV – GENERAL CONDITIONS OF CONTRACT

TABLE OF CONTENTS

| Clause No. | Title | Page no. |
|------------|--|----------|
| 1. | SCOPE OF CONTRACT | 1 |
| 2. | ADVANCE PAYMENT AND TERMS OF PAYMENT | 1 |
| 3. | PERFORMANCE SECURITY | 1 |
| 4. | INSPECTION AND TESTS..... | 1 |
| 5. | WARRANTY..... | 2 |
| 6. | LIABILITY OF THE SUPPLIER..... | 2 |

SECTION IV – GENERAL CONDITIONS OF CONTRACT

1. Scope of Contract

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

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

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

2. Advance Payment and Terms of Payment

- 2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.
- 2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

- 3.1. Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.
- 3.2. The performance bond to be posted by the Contractor must also comply with additional requirements specified in the **SCC**.

4. Inspection and Tests

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

conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

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

5. Warranty

- 5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.
- 5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

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

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

SECTION V

SPECIAL CONDITIONS OF CONTRACT



SECTION IV – SPECIAL CONDITIONS OF CONTRACT

| GCC Clause | |
|------------|--|
| 1 | <p>Delivery and Documents –</p> <p>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 the Procuring Entity upon receipt and final acceptance of the Goods at their final destination.</p> <p>Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI – Technical Specifications. The details of shipping and/or other documents to be furnished by the Supplier are as follows:</p> <p><i>For Goods supplied from within the Philippines</i></p> <p>Upon delivery of the Goods to the Project Site, the Supplier shall notify the Procuring Entity and present the following documents to the Procuring Entity:</p> <ul style="list-style-type: none"> (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 the Procuring Entity’s representative at the Project Site; (v) Certificate of Completion/Inspection Report signed by the Procuring Entity’s representative at the Project Site; (vi) Original and four copies of the Inspection Receiving Report signed by the Procuring Entity’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. <p><i>For Goods supplied from abroad:</i></p> <p>Upon shipment, the Supplier shall notify the Procuring Entity 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 the Procuring Entity and present the following documents as applicable with the documentary requirements of any letter of credit issued taking precedence:</p> |



SECTION V – SPECIAL CONDITIONS OF CONTRACT

| | |
|--|---|
| | <p>(i) Original and four copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</p> <p>(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 ;</p> <p>(iii) Original and four copies of Supplier's factory test/inspection report;</p> <p>(iv) Delivery receipt detailing number and description of items received signed by the Procuring Entity's representative at the Project Site;</p> <p>(v) Certificate of Completion/Inspection Report signed by the Procuring Entity's representative at the Project Site;</p> <p>(vi) Original and four copies of the Inspection Receiving Report signed by the Procuring Entity's representative at the Project Site;</p> <p>(vii) Original and four copies of the certificate of origin (for imported Goods); and</p> <p>(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.</p> <p>For purposes of this Clause the Procuring Entity's Representative at the Project Site is Vice President - SPUG.</p> <p>Incidental Services –</p> <p>The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements:</p> <p>a. performance or supervision of on-site assembly and/or start-up of the supplied Goods;</p> <p>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</p> <p>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</p> <p>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</p> <p>e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> |
|--|---|



SECTION V – SPECIAL CONDITIONS OF CONTRACT

| | |
|--|--|
| | <p>f. Additional requirements specified in Section VI – Technical Specifications, if any.</p> <p>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.</p> <p>Spare Parts –</p> <p>The Supplier is required to provide all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <ol style="list-style-type: none"> 1. such spare parts as the Procuring Entity may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under this Contract; and 2. in the event of termination of production of the spare parts: <ol style="list-style-type: none"> i. advance notification to the Procuring Entity of the pending termination, in sufficient time to permit the Procuring Entity to procure needed requirements; and ii. following such termination, furnishing at no cost to the Procuring Entity, the blueprints, drawings, and specifications of the spare parts, if requested <p>The spare parts and other components required are listed in Section VI (Technical Specifications) and Section VII (Schedule of Requirements/Bid Price Schedule) and the costs thereof are included in the contract price.</p> <p>The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spare parts or components for the Goods for the period specified in the Technical Specifications.</p> <p>Spare parts or components shall be supplied as promptly as possible, but in any case, within three (3) months of placing the order.</p> <p>Packaging –</p> <p>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.</p> <p>The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly</p> |
|--|--|

SECTION V – SPECIAL CONDITIONS OF CONTRACT

| | |
|--|---|
| | <p>provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity.</p> <p>The outer packaging must be clearly marked on at least four (4) sides as follows:</p> <p>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</p> <p>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.</p> <p>Transportation –</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.</p> <p>Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.</p> <p>Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure.</p> <p>The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination.</p> |
|--|---|

SECTION V – SPECIAL CONDITIONS OF CONTRACT

| | |
|------------|--|
| | <p>Intellectual Property Rights –</p> <p>The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p> |
| <p>2.2</p> | <p>Terms of payment for this particular contract shall be as follows:</p> <ol style="list-style-type: none"> 1. Full payment shall be made only upon a certification by the End-User to the effect that the GOODS have been delivered or the services have been rendered in accordance with the terms of this Contract and have been duly inspected and accepted. Partial payment shall not be allowed for this particular contract. 2. The Supplier's request for payment shall be made to the End-User in writing, accompanied by an invoice describing, as appropriate, the GOODS delivered and/or Services performed, and by documents submitted pursuant to the SCC Clause 1, and upon fulfillment of other obligations stipulated in this Contract. 3. Payments shall be made promptly by the End-User, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier with complete supporting documents. |
| | <p>The following payment provisions shall NOT be applicable for this particular contract:</p> <p>1) For Supply and Delivery Contracts:</p> <ol style="list-style-type: none"> (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 VIII- Bidding Forms. (b) On Delivery: Eighty percent (80%) of the Contract Price of the <i>delivered Goods</i> 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 <u>SCC</u> 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 <i>delivered Goods</i> 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 the Procuring Entity's authorized representative. In the event that no |



SECTION V – SPECIAL CONDITIONS OF CONTRACT

| | |
|--|---|
| | <p>acceptance certificate is issued by the Procuring Entity'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 the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the <u>SCC</u> provision on Delivery and Documents.</p> <p>2) For Supply, Delivery, Installation, Test and Commissioning Contracts:</p> <p>(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 VIII- Bidding Forms.</p> <p>(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 <u>SCC</u> 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.</p> <p>(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 the Procuring Entity's authorized representative. In the event that no acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days after successful test and commissioning, the Supplier shall have the right to claim payment subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the <u>SCC</u> provision on Delivery and Documents.</p> <p>3) For Supply, Delivery, Installation, Test and Commissioning Contracts where Installation, Test and Commissioning prices are included in the supply price:</p> <p>(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 VIII- Bidding Forms.</p> |
|--|---|



SECTION V – SPECIAL CONDITIONS OF CONTRACT

| | |
|------------|--|
| | <p>(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 <u>SCC</u> 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.</p> <p>(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 the Procuring Entity's authorized representative. In the event that no acceptance certificate is issued by the Procuring Entity's authorized representative within forty five (45) days after successful test and commissioning, the Supplier shall have the right to claim payment subject to the Procuring Entity's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the <u>SCC</u> provision on Delivery and Documents</p> |
| <p>3.2</p> | <ol style="list-style-type: none"> 1. The following must be indicated in the performance bond to be posted by the Contractor: <ol style="list-style-type: none"> 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 <u>(Contract/Purchase Order Description)</u> in accordance with the terms and conditions of <u>(Contract No. & Schedule/Purchase Order No.)</u> entered into by the parties." 2. The bond shall remain valid and effective until the duration of the contract <u>(should be specific date reckoned from the contract effectivity)</u> 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. |



SECTION V – SPECIAL CONDITIONS OF CONTRACT

| | |
|----------|--|
| | <p>4. Other required conditions in addition to the standard policy terms issued by the Bonding Company:</p> <ul style="list-style-type: none"> 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. |
| <p>4</p> | <p>The inspections and tests that will be conducted are specified in the Technical Specifications.</p> |



SECTION VI

TECHNICAL SPECIFICATIONS



Section VI - Technical Specifications

PART I - TECHNICAL SPECIFICATIONS

TABLE OF CONTENTS

| <u>CLAUSE NO.</u> | <u>TITLE</u> | <u>PAGE NO.</u> |
|-------------------|--|-----------------|
| TS-1.0 | GENERAL..... | 1 |
| TS-2.0 | SCOPE OF WORK..... | 1 |
| TS-3.0 | CONTRACT PERIOD AND LOCATION | 4 |
| TS-4.0 | WORK REQUIREMENTS | 4 |
| TS-4.1 | General | 4 |
| TS-5.0 | INSPECTION AND ACCEPTANCE CRITERIA | 5 |
| TS-6.0 | DOCUMENTS TO BE SUBMITTED..... | 5 |
| TS-7.0 | GUARANTEE | 6 |

PART I - TECHNICAL SPECIFICATIONS

TS-1.0 GENERAL

This specification covers the technical requirements for the **Supply of Labor, Materials, Tools & Equipment and Technical Expertise including hauling of Crankshaft from Pulang-Lupa DPP, San Jose, Occidental Mindoro to PB 106 stationed in Romblon, Romblon for the On-Site Installation and Restoration of PB 106's Unit No. 3.**

All supply materials and consumables must be stipulated on the contract and shall be new and unused and suited for its intended purpose.

All materials/consumables to be used and applied in this project, i. e. fabricated hangers, grease or preservative, cotton cloth, crate, acetylene, welding rod, temporary support and bracings or jigs required during dismantling and installation of engine crankshafts, etc. shall be of Contractor's responsibility.

The Contractor shall accept full responsibility for the conformance of his work to the specifications, documentation, reports, preparation for safety procedures, and compliance with the requirements of this Specification.

Utmost care shall be strictly observed by the Contractor during dismantling and assembling works to avoid damage of any kind to the engine parts and the engine itself including other existing equipment & structures in PB 106.

In the event that any such damage should occur due to the carelessness, negligence or fault of the Contractor, he shall repair or replace all damaged items at his own expense and to the satisfaction of NPC.

TS-2.0 SCOPE OF WORK

The scope of work shall cover but not limited to the Supply of Labor, Materials, Tools & Equipment and Technical Expertise including hauling of Crankshaft from Pulang-Lupa DPP to PB 106 for the on-site replacement and installation of Crankshaft for Unit No. 3, **Daihatsu 12DK-32B, V-Type, 12 Cyl.** Engine of PB106 which includes dismantling and re-assembly of the engine unit, couple/align the engine to the generator and test run of the genset unit with at least 60% of its load rated capacity.

The work shall include all and every work and service although not specifically detailed herein but are required to fully complete the above mentioned works.

The works and services to be performed by the Contractor under this contract shall include the following:

- a) Provide equipment//tools/materials/consumables necessary in the conduct of the required works as per contract for satisfactory completion of the work except those equipment/tools specified to be provided by NPC;

SECTION VI – TECHNICAL SPECIFICATIONS

- b) Provide services of highly qualified and experienced technical personnel having expertise in this kind of works.
- c) Hauling of Crankshaft from Pulang Lupa DPP, San Jose, Occidental Mindoro to Power Barge 106, Bagacay, Romblon, Romblon
- c.1. Pull-out crankshaft rom Pulang Lupa DPP;
- c.2. Lifting tools and any other equipment needed to pull-out shall be provided/responsibility of the contractor;
- c.3. Provide at least four (4) jigs to support the crankshaft during transportation to avoid sagging. The jigs should be installed equally for balance loading.
- c.4. Prior to hauling, perform the following as found data:
- MPI Crack Test
 - Ovality Measurement
 - Hardness Test
- c.5. Conduct Dynamic Balancing and rectify if there's any bend found;
- c.6. During transportation, crankshaft journals should have grease and wrapped in cotton cloth to protect from abrasion, dent and scratches;
- c.7. Transport the crankshaft to PB 106, Romblon, Romblon;
- c.8. Store the crankshaft properly in PB 106 while awaiting for installation; and
- c.9. Implement honing and polishing prior to installation.
- d) Engine dismantling works:
- d.1. Mobilization of Personnel and preparation of necessary tools, materials & equipment and equipment to PB 106, Romblon, Romblon
- d.2. Fabrication of lifting frame, rollers, and other accessories needed onsite prior for dismantling activities;
- d.3. Dismantling of engine components, pull-out of existing Crankshaft, accessories and main parts of main engine 3;
- d.4. Evaluate all pull out/dismantled spareparts, components if still fit to use.
- d.5. Dismantling of auxiliary equipment of Unit No.3 such as lube oil cooler , fresh water cooler, bearing/piston filters, piping and other components which may block the way during crankshaft rigging;
- d.6. Open port side wall, where crankshaft will pass thru;
- d.7. Decouple of engine and generator;

- d.8 Lifting of engine frame;
- d.9 Installation of railway and roller guide for the pull-out of the existing crankshaft;
- d.10 Pull-out of existing crankshaft;
- e. Engine assembling works:
 - e.1 Conduct rigging of the new crankshaft until it is totally installed to Unit No. 3;
 - e.2 Assembling of main engine components such as fitting of the engine frame installation of main bearing and crankpin bearing, coupling of engine and generator and take proper alignment;

Note: All equipment components and accessories should be cleaned prior to installation. All serrations, piping and tubing should be free from any dirt that may block the flow of lube oil, fuel oil and cooling water.
 - e.3 Main/crank Pin/Thrust Bearing clearances should be checked during the installation including side bearing and bolts;
 - e.4 Tightening of bearing should be witness by NPC PB 106 personnel to ensure that correct tightening torque per manufacturer's manual were applied;
 - e.5 Installation of other components and accessories;
 - e.6 Restoration of Exhaust Gas Thermometer monitoring. NPC shall provide the spares/materials;
- f. Checking of settings, torques, timings and deflection:
 - f.1 Checking of torque for the foundation bolts;
 - f.2 Checking of deflection, valve injection timing and adjustment of fuel rack setting;
 - f.3 Final checking of all installed components and accessories prior to test and commissioning.
- g. Testing and commissioning:
 - g.1 Test & Commission the restored genset with at least 2.5 MW and shall be witnessed by PB106 personnel;

g.2 Cleaning and clearing of workplace after completion of work at PB106, Romblon;

g.3 Turn over to NPC after successful test and commissioning.

Notes:

- a. Contractor shall provide all necessary documents/ records/ data concerning the engine crankshaft condition before and after restoration of Unit # 3.
- b. Fuel and lubricating oil shall be provided by the NPC.
- c. Consumable materials to be used during repair works shall be provided by the Contractor.

TS-3.0 CONTRACT PERIOD AND LOCATION

The contract period shall be **NINETY (90) CALENDAR DAYS** reckoned from receipt of Notice to Proceed.

The place of delivery shall be on-board at PB 106. The Contractor shall be responsible for visiting the delivery/plant site and take particular reference to its accessibility, means of communication and transportation, and all other factors that could hamper the smooth execution of the contract.

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

TS-4.0 WORK REQUIREMENTS

TS-4.1 General

The Contractor shall furnish all necessary equipment, tools, labor, materials and technical expertise including hauling of replacement Crankshaft and its installation to Unit # 3 **Daihatsu 12DK-32B, V-Type, 12 Cyl.** engine of PB 106. Dismantling, reassembling of engine components and on-site installation of the engine crankshaft shall be in accordance with the engine manufacturer's standard overhauling procedure, Contractor's best practices and other applicable codes and standards.

The Contractor shall provide services of highly qualified and experienced technical personnel who are directly involve in the on-site engine rebuilding works/repairs/overhauling and machining works.

All works shall be performed/conducted with the highest acceptable quality and completed in a thorough and workmanlike manner.

Right after the engine crankshaft cleaning, the Contractor and NPC authorized representatives shall conduct visual inspection/check to confirm/verify the condition of the engine crankshaft.

The Contractor shall have their own engine rebuilding machine shop or machine repair shop with necessary equipment/machines and tools for on-site engine overhauling/dismantling works. The relative experience of the Contractor shall not be less than five (5) years in the business of engine rebuilding works/repairs/overhauling and machining works.

Additional Requirements:

1. Bidders must conduct Engine inspection & evaluation with their technician for proper job implementation.
2. Bidders must be with track records & with skilled Technician/Mechanics with experience on **Daihatsu 12DK-32B, V-Type, 12 Cyl. Gensets.**
3. Repaired unit shall undergo Test & Commissioning.
4. Complete Data Records before & after engine restoration should be issued to PB106.
5. Ensure proper turn-over in everyday activity.

TS-5.0 INSPECTION AND ACCEPTANCE CRITERIA

The Contractor together with the NPC authorized representative/s shall perform visual inspection and dimensional check on the hauled crankshaft (before and after crankshaft installation) to show proof that crankshaft is in good condition prior to installation and assembly of the engine unit.

A record shall be prepared carefully noting all eventual defects or damages on the hauled Crankshaft during transportation, signed by the Contractor and concurred by NPC authorized representative/s. All defects and damages noted shall be repaired by the Contractor at his own cost.

Certified inspection reports/results shall be submitted to NPC for evaluation and acceptance.

Acceptance Certificate shall be issued only upon completion of the following:

- a) The engine crankshaft of unit # 3 is completely installed and engine is fully inspected, tested and commissioned, and results are acceptable to NPC's authorized plant personnel.
- b) All detailed activities in accordance with the scope of works were completely delivered and performed satisfactorily.
- c) Submission of documents as specified hereto in Clauses TS-5.0 and TS-6.0 (item b).

TS-6.0 DOCUMENTS TO BE SUBMITTED

- a) Documents to be submitted with the bid/proposal for evaluation:
 - a.1 Site Inspection Certificate to be signed by NPC's authorized plant personnel;
 - a.2 Bar Chart (Manpower requirement and Work Plan Schedule) see attached suggested workplan/ schedule;

- a.3 Notarized Certificate of Ownership of Engine Rebuilding/Machine Shop or Machine Repair Shop engaged in diesel engine overhauling/dismantling/ repair;
 - a.4 Personal Data Sheet of the technical personnel to be provided by the Contractor
 - a.5 Certificate from their customers (end-users) that their works which are similar to the items subject for bidding, have performed satisfactorily in service
- b) Document to be submitted after completion of works
- b.1 Inspection Report/Results;
 - b.2 Certificate of Warranty for one (1) year against workmanship;

All documents in Clause TS-6.0 b including other documents specified in Clause TS-5.0 shall be submitted to **The Manager- PB 106** for evaluation and acceptance.

TS-7.0 GUARANTEE

The Contractor shall guarantee to repair at his own cost, against the defects found as a result of poor workmanship for one (1) year after issuance of Acceptance Certificate by NPC.

The Contractor shall guarantee that the engine will perform in the manner as set forth in the equipment manual.

The Contractor shall submit a Warranty Certificate effective from the date of acceptance by NPC.

After the lapse of the warranty period, provided that there are no defects found as a result of poor workmanship, NPC shall release the warranty security/certificate.

SECTION VII

SCHEDULE OF REQUIREMENTS

(BID PRICE SCHEDULE)



SECTION VII - SCHEDULE OF REQUIREMENTS

(BID PRICE SCHEDULE)

SUPPLY OF LABOR, MATERIALS, TOOLS/EQUIPMENT, AND TECHNICAL EXPERTISE FOR THE REPLACEMENT OF CRANKSHAFT TO UNIT NO. 3 OF PB 106 INCLUDING HAULING FROM PULANG-LUPA TO PB 106

| ITEM NO. | DESCRIPTION | QTY.- UNIT | C O D E | UNIT PRICE FOR GOODS AND RELATED SERVICES TO BE SUPPLIED AND DELIVERED | | | | TOTAL PRICE |
|--------------|---|------------|---------|--|--|---|--|---|
| | | | | Unit Price of Goods Delivered up to Philippine Port (Phil. Peso)+ | Import Duties & other Levies imposed by Phil. Govt. (Phil. Peso) | Value Added Tax and other Taxes Imposed by Phil. Govt. (Phil. Peso) | Local Transport from Port to Delivery Site (Phil. Peso)> | Local Currency (Phil. Peso) ((E+F+G+H) x C) |
| (A) | (B) | (C) | (D) | (E) | (F) | (G) | (H) | (I) |
| 1. | Supply of Labor, Materials, Tools/Equipment and Technical Expertise for the On-Site Restoration/ Rehabilitation of Unit No. 3, Daihatsu 12DK-32B, V-Type, 12 Cyl Engine of PB106 which includes hauling of crankshaft from Pulang-Lupa DPP, San Jose, Occ. Mindoro to PB 106 stationed at Romblon, Romblon. Dismantling, reassembling of engine components and crankshaft replacement/installation, couple/align the engine to the generator and test run of the genset unit with at least 60-75% of its load rated capacity. Other works as described and required in the Technical Specifications shall be included. | 1 lot | | | | | | |
| TOTAL | | | | | | | | P _____ (Amount in Words) |

- + Cost of equipment, freight, insurance, etc. up to Phil. port of entry
- < Unit Price for Local Transportation, insurance and other local costs incidental to delivery of the goods from the Phil port of entry to final delivery site

Note: The On-Site Restoration of Unit no. 3 Daihatsu Engine (Model: 12DK-32B, V-Type, 12 Cyl) is located at Power Barge 106, Romblon, Romblon.

Name of Bidder: _____

Signature of Bidder: _____

SECTION VIII

BIDDING FORMS



SECTION VIII – BIDDING FORMS

TABLE OF CONTENTS

| | |
|-----------------|--|
| NPCSF-GOODS-01 | - Checklist of Technical and Financial Envelope Requirements for Bidders |
| NPCSF-GOODS-02 | - List of all Ongoing Government & Private Contracts Including Contracts Awarded but not yet Started |
| NPCSF-GOODS-03 | - Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid |
| NPCSF-GOODS-04 | - Computation of Net Financial Contracting Capacity (NFCC) |
| NPCSF-GOODS-05 | - Joint Venture Agreement |
| 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-07a | - Omnibus Sworn Statement (Sole Proprietorship) |
| NPCSF-GOODS-07b | - Omnibus Sworn Statement (Partnership/Corporation/ Cooperative/Joint Venture) |
| NPCSF-GOODS-08 | - Bid Letter |
| Sample Form | - Bank Guarantee Form for Advance Payment |
| Sample Form | - Certification from DTI as Domestic Bidder |

Standard Form No: NPCSF-GOODS-01

Checklist of Technical & Financial Envelope Requirements for Bidders**A. THE 1ST ENVELOPE (TECHNICAL COMPONENT) SHALL CONTAIN THE FOLLOWING:****1. ELIGIBILITY DOCUMENTS****a. (CLASS A)**

➤ Any of the following:

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

OR:

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

- Registration Certificate from the Securities and Exchange Commission (SEC) for corporations, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives;

- Mayor's/Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas.

In cases of recently expired Mayor's/Business permits, it shall be accepted together with the official receipt as proof that the bidder has applied for renewal within the period prescribed by the concerned local government unit, provided that the renewed permit shall be submitted as a post qualification requirement in accordance with Section 34.2 of the Revised IRR of RA 9184.

- The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission.

- Tax clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR or as stated under GPPB NPM-039-2014, for Non-Resident Foreign Corporation (NRFC) and Non-Resident Alien Not Engaged in Trade or Business (NRANETB), a Delinquency Verification Certificate may be submitted as a form of Tax Clearance;

OR:

- A combination thereof

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

- The Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, and whose value, adjusted to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least 50% of the ABC (*NPCSF-GOODS-03*) complete with the following supporting documents:

1. Contract/Purchase Order

2. Certificate of Acceptance; or Certificate of Completion; or Official Receipt (O.R); or Sales Invoice

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

SECTION VIII – BIDDING FORMS

Standard Form No: NPCSF-GOODS-01

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
- Omnibus Sworn statement using any of the following form:
 - NPCSF-GOODS-07a - for Sole Proprietorship;
 - OR**
 - NPCSF-GOODS-07b - for Partnership/Corporation/Cooperative/Joint Venture with the following supporting documents:
 - In the case of corporations, board/partnership resolution or secretary's certificate, granting full powers to the authorized signatory;

Standard Form No: NPCSF-GOODS-01

- For Joint-Venture, a resolution, duly signed by all the joint-venture partners granting full powers to the authorized signatory
- Data and Information to be submitted with the Proposal as specified in Clause TS-6.0(a) of Section VI - Technical Specifications;
- Complete eligibility documents of the proposed subcontractor, if any

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

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

CONDITIONS:

1. Each Bidder shall submit one 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.(f) of the revised IRR of R.A. 9184.

SECTION VIII – BIDDING FORMS

Standard Form Number: NPCSF-GOODS-03

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

Business Name : _____
 Business Address : _____

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

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

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

Standard Form Number: 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. _____

Standard Form Number: NPCSF-GOODS-05
Page 2 of 2

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in _____, Philippines, this ____ day of _____, 200__, personally appeared _____, authorized representative, of _____ with Community Tax Certificate No. _____, issued at _____, on _____, AND _____ authorized representative, of _____ with Community Tax Certificate No. _____, issued at _____, on _____ known to me to be the same person who executed the foregoing instrument consisting of two (2) pages, including the page whereon the acknowledgements are written, all pages signed by both parties and their instrumental witnesses and they acknowledged before me that the same are their free and voluntary acts and deeds and that of the Corporations they represents.

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

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

Doc. No. _____
Page No. _____
Book No. _____
Series of _____.

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:
 - 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;

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
SUPPLY OF LABOR, MATERIALS, TOOLS & EQUIPMENT AND TECHNICAL
EXPERTISE FOR THE ON-SITE RESTORATION/REHABILITATION OF UNIT
NO. 3 OF PB 106 INCLUDING HAULING OF REPLACEMENT CRANKSHAFT
FROM PULANG-LUPA TO PB 106
PR No. S1-B0621-024

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

*I/We*¹, 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.

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

Standard Form Number: NPCSF-GOODS-06c
Page 2 of 2

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*

SUBSCRIBED AND SWORN to before me this _____ day of _____ 20____ at _____, Philippines. *Affiant/s is/are* personally known to me and *was/were* identified by me through competent evidence of identity as defined in the 2004 Rules on Notarial Practice (A.M. No. 02-8-13-SC). Affiant exhibited to me *his/her [insert type of government identification card used]*, with *his/her* photograph and signature appearing thereon, with no. _____ and *his/her* Community Tax Certificate No. _____ issued on _____ at _____.

Witness my hand and seal this _____ day of _____, 20____.

NAME OF NOTARY PUBLIC

Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____
PTR No. __, [date issued], [place issued]
IBP No. __, [date issued], [place issued]

Doc. No. ____
Page No. ____
Book No. ____
Series of ____.

Standard Form No: NPCSF-GOODS-07b

**OMNIBUS SWORN STATEMENT
(PARTNERSHIP/CORP/COOP/JV)**

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

AFFIDAVIT

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

1. I am the duly authorized and designated representative of *[Name of Bidder]*_____ with office address at *[address of Bidder]*_____;
2. I am granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the *[Name of Bidder]*_____ in the bidding as shown in the attached *[state title of attached document showing proof of authorization (e.g., duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, 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. 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 with the eligibility requirements under ITB Clause 5 of the bidding documents;
8. *[Name of Bidder]*_______ will accept corrections made to our bid to consider computational errors, omissions and other bid modifications, which shall be calculated in monetary terms to determine the calculated prices;
9. *[Name of Bidder]*_______ is free and clear of all tax liabilities to the government;
10. *[Name of Bidder]*_______ is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examined and accepted all of the Terms and Conditions of the Bidding Documents;

This omnibus statement is a requirement in the Technical Envelope. The following additional requirements shall also be submitted: In the case of corporation/partnership/JV, duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate whichever is applicable.

Standard Form Number: NPCSF-GOODS-07b
Page 2 of 2

- b) Conducted site inspection and acknowledged all conditions, local or otherwise, affecting the implementation of the Contract;
 - c) Made an estimate of the facilities available and needed for the contract to be bid, if any;
 - d) Inquired or secured Supplemental/Bid Bulletin(s) issued for the [Name of the Project]___; and
11. [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.
12. 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.

Name and Signature of
Bidder's Representative/Authorized Signatory

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY)SS.

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of _____, 20_____, personally appeared:

| <u>NAME</u> | <u>CTC NO.</u> | <u>ISSUED AT/ON</u> |
|-------------|----------------|---------------------|
| _____ | _____ | _____ |

known to me and known to be the same person who executed the foregoing instrument consisting of _____ () pages, including the page whereon the acknowledgments is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

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

Notary Public
Until 31 December 20____
PTR No. _____
Issued at: _____
Issued on: _____
TIN No. _____

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

This omnibus statement is a requirement in the Technical Envelope. The following additional requirements shall also be submitted: In the case of corporation/partnership/JV, duly notarized Special Power of Attorney, Board/Partnership Resolution or Secretary's Certificate whichever is applicable.

Standard Form No: NPCSF-GOODS-07a

**OMNIBUS SWORN STATEMENT
(SOLE PROPRIETORSHIP)**

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

AFFIDAVIT

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

1. I am the sole proprietor of [Name of Bidder] with office address at [address of Bidder];
2. As the owner and sole proprietor of [Name of Bidder], I have full power and authority to do, execute and perform any and all acts necessary to represent it in the bidding for [name of project] of the National Power Corporation.
3. 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;
4. [Name of Bidder] is authorizing the President of NPC or its duly authorized representative(s) to verify all the documents submitted;
5. I am 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;
6. [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;
7. [Name of Bidder] complies with existing labor laws and standards and with the eligibility requirements under ITB Clause 5 of the bidding documents;
8. [Name of Bidder] will accept corrections made to our bid to consider computational errors, omissions and other bid modifications, which shall be calculated in monetary terms to determine the calculated prices;
9. [Name of Bidder] is free and clear of all tax liabilities to the government;
10. [Name of Bidder] is aware of and has undertaken the following responsibilities as a Bidder:
 - a) Carefully examined and accepted all of the Terms and Conditions of the Bidding Documents;
 - b) Conducted site inspection and acknowledged all conditions, local or otherwise, affecting the implementation of the Contract;

This omnibus statement is a requirement in the Technical Envelope. The following additional requirements shall also be submitted: In the case of corporation/partnership/JV, duly notarized Special Power of Attorney, Board/Partnership Resolution or Secretary's Certificate, whichever is applicable.

Standard Form Number: NPCSF-GOODS-07a
Page 2 of 2

- c) Made an estimate of the facilities available and needed for the contract to be bid, if any;
 - a) Inquired or secured Supplemental/Bid Bulletin(s) issued for the [Name of the Project]____; and
11. [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.
12. 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.

Name and Signature of
Bidder's Representative/Authorized Signatory

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY)SS.

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of _____, 20____, personally appeared:

| <u>NAME</u> | <u>CTC NO.</u> | <u>ISSUED AT/ON</u> |
|-------------|----------------|---------------------|
| _____ | _____ | _____ |

known to me and known to be the same person who executed the foregoing instrument consisting of _____ () pages, including the page whereon the acknowledgments is written and acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

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

Notary Public
Until 31 December 20____
PTR No. _____
Issued at: _____
Issued on: _____
TIN No. _____

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

This omnibus statement is a requirement in the Technical Envelope. The following additional requirements shall also be submitted: In the case of corporation/partnership/JV, duly notarized Special Power of Attorney, Board/Partnership Resolution, or Secretary's Certificate, whichever is applicable.

Standard Form No: NPCSF-GOODS-08

BID LETTER

Date: _____

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

Gentlemen:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to perform **SUPPLY OF LABOR, MATERIALS, TOOLS & EQUIPMENT AND TECHNICAL EXPERTISE FOR THE ON-SITE RESTORATION/REHABILITATION OF UNIT NO. 3 OF PB 106 INCLUDING HAULING OF REPLACEMENT CRANKSHAFT FROM PULANG-LUPA TO PB 106 (PR NO. S1-B0621-024)** 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 **BDS** provision for **ITB** Clause 18.2 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 as per **ITB** Clause 5 of 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]

Bank Guarantee Form for Advance Payment

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

[name of Contract]

Gentlemen and/or Ladies:

In accordance with the Advance Payment Provision, Clause 11 of the General Conditions of Contract, *[name and address of Supplier]* (hereinafter called the "Supplier") shall deposit with the PROCURING ENTITY a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

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

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

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

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

CERTIFICATION AS A DOMESTIC BIDDER

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

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

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

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

Name

Position

Department of Trade & Industry