

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

## **TERMS OF REFERENCE**

**Name of Project** : **SUPPLY AND DELIVERY OF OIL-BASED FUEL TO  
SPUG POWER PLANTS AND BARGES FOR CY 2022**

**P.R. No.** : **HO-FMG22-001-NP**

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**Fuel Contract Management Division  
Logistics Department**

**February 2022**

SECTION I

**INSTRUCTIONS TO BIDDERS**

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## SECTION I – INSTRUCTIONS TO BIDDERS

### A. General

#### 1. Scope of Bid

1.1. The National Power Corporation (NPC) wishes to conduct negotiated procurement for the **Supply and Delivery of Oil-Based Fuel to SPUG Power Plants and Barges for CY 2022 PR No. HO-FMG22-001-NP** to selected Bidders in accordance with the revised IRR of R.A. 9184.

1.2. NPC's address is:

Office : **Bids and Contracts Services Division (BCSD)**  
Address : Ground Floor, Building No. 1  
National Power Corporation  
BIR Road corner Quezon Avenue  
Diliman, Quezon City, Metro Manila 1100  
Tel Nos. : 8924-52-11 and 8921-3541 Loc. 5564  
Tel/Fax No. : 8922-16-22  
Email : [bcsd@napocor.gov.ph](mailto:bcsd@napocor.gov.ph)

The name, identification and number of Project Sites specific to this bidding are indicated in Section IV - Schedule of Requirements, Part II - Table of Delivery Points for Bidding, described as Delivery Points on a Per Plant and Per Lot with (a) Common Delivery Point and (b) Individual Plant Site Delivery.

1.3 For such purpose, the BAC may send its official letters/correspondences/notices through email. Upon securing the bidding documents, Bidders shall be required to indicate their official email and alternate email addresses. All letters/correspondences/notices sent by the BAC through the designated/official email shall be considered officially received by all bidders on the date indicated in National Power Corporation's sent folder.

1.4 Contract scope shall be as specified in the Technical Specifications and Bid Price Schedule. All appurtenances and associated supplies/works required to complete the works shall be deemed included in the scope of the contract.

1.5 The goods are grouped into Packages. The bids shall be evaluated and the award of contract shall be based on per package basis. The Bidders bid offer for each Delivery Point must be within the ABC of the particular Delivery Point. Bidders with bid offers that exceed the ABC of the Delivery Point or with incomplete price for the Delivery Point shall be rejected. Bidders are required to submit bids to all the power plants/barges under the package. An incomplete submission of bid for the package shall be non-responsive and disqualified outright.

#### 2. Source of Funds

2.1. The Funding Source is the Government of the Philippines (GOP) through the 2022 Corporate Budget of NPC, in the total amount of **Six Hundred Thirty Two Million Five Hundred Nineteen Thousand Six Hundred Seventy Six Pesos (₱ 632,519,676.00)** shall be used to finance the cost of this procurement.

- 2.2. Payments will be made by NPC upon approval of the claims in accordance with the provisions, terms and conditions of the contract and existing and applicable law.

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

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

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

prevent it from disclosing its knowledge of matters relevant to the administrative proceedings or investigation or from pursuing such proceedings or investigation; or

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

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

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

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

#### **4. Conflict of Interest**

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

(a) A Bidder has controlling shareholders in common with another Bidder;

(b) A Bidder receives or has received any direct or indirect subsidy from any other Bidder;

(c) A Bidder has the same legal representative as that of another Bidder for purposes of this bid;

(d) A Bidder has a relationship, directly or through third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder or influence the decisions of NPC regarding this bidding process;

(e) A Bidder submits more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid;

(f) A Bidder who participated as a consultant in the preparation of the design or technical specifications of the Goods and related services that are the subject of the bid; or

- (g) A Bidder who lends, or temporarily seconds, its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if the personnel would be involved in any capacity on the same project.

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

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

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

## **5. Eligible Bidders**

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

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

- 5.2. Foreign bidders may be eligible to participate when any of the following circumstances exist:
- (a) When a Treaty or International or Executive Agreement as provided in Section 4 of RA 9184 and its IRR allow foreign bidders to participate;
  - (b) Citizens, corporations, or associations of a country, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;
  - (c) When the Goods sought to be procured are not available from local suppliers; or
  - (d) When there is a need to prevent situations that defeat competition or restrain trade.
  - (e) 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. Government owned or – controlled corporations (GOCCs) may be eligible to participate only if they can establish that they (a) are legally and financially autonomous, (b) operate under commercial law, and (c) are not attached agencies of NPC.

- 5.4. The Bidder must have completed, within five (5) years prior to the deadline for the submission and receipt of bids, a Single Largest Completed Contract (SLCC) similar to the Project and the value of which, adjusted, if necessary, by the Bidder to current prices using the Philippine Statistics Authority (PSA) consumer price index, must be at least equivalent to Twenty Five Percent (25%) of the largest package where he/she is going to bid.

For this purpose, similar contracts shall refer to Supply and Delivery of petroleum, oil or lubricant products.

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.

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

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

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

The values of the domestic bidder's current assets and current liabilities shall be based on the latest Audited Financial Statements submitted to the BIR. For purposes of computing the foreign bidders' NFCC, the value of the current assets and current liabilities shall be based on their audited financial statements prepared in accordance with international financial reporting standards.

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

Further, if the Bidder opted to submit a Committed Line of Credit (CLC), the bidder must submit a granted credit line valid/effective at the date of bidding. The Committed Line of Credit (CLC) shall be valid for one (1) year plus six (6) months extension.

In the event that the bidder cannot submit a CLC with a validity of more than one (1) year, which is not sufficient to cover the entire duration of the project, the CLC should be accompanied by a notarized acceptable **Letter of Undertaking**. The Letter of Undertaking shall be signed by the bidder and/or the issuing bank stating that ***"one (1) month prior to the expiration of the submitted CLC, it shall automatically be renewed/extended and remain valid until the completion of the project."***

## 6. Bidder's Responsibilities

- 6.1. The Bidder or its duly authorized representative shall submit an Omnibus sworn statement in the form prescribed in **Section V – Bidding Forms** as required in ITB Clause 11.1(b)(iii).
- 6.2. The Bidder is responsible for the following:
  - (a) Having taken steps to carefully examine all of the Bidding Documents;
  - (b) Having acknowledged all conditions, local or otherwise, affecting the implementation of the contract;
  - (c) Having made an estimate of the facilities available and needed for the contract to be bid, if any;
  - (d) Having complied with its responsibility to inquire or secure Supplemental/Bid Bulletin(s) as provided under ITB Clause 9.7.
  - (e) Ensuring that it is not "blacklisted" or barred from bidding by the GOP or any of its agencies, offices, corporations, or LGUs, including foreign government/foreign or international financing institution whose blacklisting rules have been recognized by the GPPB;
  - (f) Ensuring that each of the documents submitted in satisfaction of the bidding requirements is an authentic copy of the original, complete, and all statements and information provided therein are true and correct;

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- (g) Authorizing the HoPE or its duly authorized representative/s to verify all the documents submitted;
- (h) Ensuring that the signatory is the duly authorized representative of the Bidder, and granted full power and authority to do, execute and perform any and all acts necessary and/or to represent the Bidder in the bidding, with the duly notarized Secretary's Certificate attesting to such fact, if the Bidder is a corporation, partnership, cooperative, or joint venture;
- (i) Complying with the disclosure provision under Section 47 of RA 9184 and its IRR in relation to other provisions of RA 3019;
- (j) Complying with existing labor laws and standards, in the case of procurement of services; Moreover, bidder undertakes to:
- (i) Ensure the entitlement of workers to wages, hours of work, safety and health and other prevailing conditions of work as established by national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable.
- In case there is a finding by NPC or the DOLE of underpayment or non-payment of workers' wage and wage-related benefits, bidder agrees that the performance security or portion of the contract amount shall be withheld in favor of the complaining workers pursuant to appropriate provisions of Republic Act No. 9184 without prejudice to the institution of appropriate actions under the Labor Code, as amended, and other social legislations.
- (ii) Comply with occupational safety and health standards and to correct deficiencies, if any.
- In case of imminent danger, injury or death of the worker, bidder undertakes to suspend contract implementation pending clearance to proceed from the DOLE Regional Office and to comply with Work Stoppage Order; and
- (iii) Inform the workers of their conditions of work, labor clauses under the contract specifying wages, hours of work and other benefits under prevailing national laws, rules and regulations; or collective bargaining agreement; or arbitration award, if and when applicable, through posting in two (2) conspicuous places in the establishment's premises; and
- (k) Ensuring that it did not give or pay, directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.

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

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

## 7. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, subject to ITB Clause 23.1.

## 8. Subcontracts

Subcontracting may be allowed on transport, local/non-skilled labor under the supervision of the Bidder. The Bidder shall not be relieved from any liability or obligation that may arise from the performance of the Subcontractor. The Bidder shall also submit the complete eligibility documents of proposed sub-contractor, if any.

## 9. Negotiation

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

- 9.4. Following completion of the negotiations, NPC shall request all Bidders remaining in the proceedings to submit, on a specified date, a best and final offer with respect to all aspects of their bid proposals.
- 9.5. **Clarification and Amendment of TOR Bidders may request for clarifications on any part of the documents for an interpretation during the negotiation meeting.**
- 9.6. Supplemental/Bid Bulletins may be issued upon NPC's initiative for purposes of clarifying or modifying any provision of the Bidding Documents not later than seven (7) calendar days before the deadline for the submission and receipt of bids. Any modification to the Bidding Documents shall be identified as an amendment.
- 9.7. Any Supplemental/Bid Bulletin issued by the BAC shall also be posted on the Philippine Government Electronic Procurement System (PhilGEPS) and the website of NPC, if available. It shall be the responsibility of all Bidders who secure the Bidding Documents to inquire and secure Supplemental/Bid Bulletins that may be issued by the BAC.

## **B. Preparation of Bids**

### **10. Language of Bids**

- 10.1. The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. The English translation shall govern, for purposes of interpretation of the bid.

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

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

- (a) Eligibility Documents –

Class "A" Documents:

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

**OR:**

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

1. Registration Certificate from the Securities and Exchange Commission (SEC) for corporations, Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives;
2. Mayor's/Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;

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

3. The prospective bidder's audited financial statements, showing, among others, the prospective bidder's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission;
4. Tax clearance per Executive Order 398, Series of 2005, as finally reviewed and approved by the BIR or as stated under GPPB NPM-039-2014, for Non-Resident Foreign Corporation (NRFC) and Non-Resident Alien Not Engaged in Trade or Business (NRANETB), a Delinquency Verification Certificate may be submitted as a form of Tax Clearance;

**OR:**

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

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

- (ii) Statement of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; and

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

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

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- (ii.1) name of the contract;
- (ii.2) date of the contract;
- (ii.3) contract duration;
- (ii.4) owner's name and address;
- (ii.5) kinds of Goods;
- (ii.6) For Statement of Ongoing Contracts - amount of contract and value of outstanding contracts;
- (ii.7) For Statement of SLCC - amount of completed contracts, adjusted by the Bidder to current prices using PSA's consumer price index, if necessary for the purpose of meeting the SLCC requirement;
- (ii.8) date of delivery; and
- (ii.9) end user's acceptance or official receipt(s) or sales invoice issued for the contract, if completed, which shall be attached to the statements.

The Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid (Form No. NPCSF-GOODS-03) shall be supported by the following documents to be submitted during Bid Opening:

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

The list of on-going contracts (Form No. NPCSF-GOODS-02) shall be supported by the following documents for each on-going contract to be submitted during Post-Qualification:

1. Contract/Purchase Order and/or Notice of Award
2. Certificate of Percent (%) Accomplishments and Satisfactory Performance as of the date of bidding coming from project owner/client.

The bidder shall declare in form *NPCSF-GOODS-02* a **maximum of five (5)** on-going governments 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. **Bidder must prioritize to declare on-going contracts with NPC and to its energy family (e.g. PSALM, DOE and Transco), if any.** Non declaration will be a ground for disqualification of bid.

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

**Class “B” Document:**

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

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

The prospective bidders shall declare its joint venture partner during the purchase of bid/tender documents. Any single bidder/s who already procured/secured the bidding documents but want to avail the JVA shall inform the BAC in writing prior to the bid opening for records and documentation purposes. Failure to do so shall be a ground for disqualification/non-acceptance of its bid.

**(b) Technical Documents –**

- (i) Duly signed and completely filled-out Technical Data Sheets (Section III - Part II);
- (ii) Letter of Guarantee indicating the Project Sites that the Bidder shall submit a bid(s) (NPCSF-GOODS-09). Project Sites not indicated in the Letter of Guarantee but for which a bid was submitted in the Bid Price Schedule shall not be considered in the evaluation of bids.

The bidder shall not enumerate Project Sites wherein the total amount of the corresponding ABC will exceed the bidder’s NFCC. Otherwise, it shall be a ground for disqualification.

- (iii) Omnibus Sworn statement in accordance with Section 25.2(a) (vii) of the IRR of RA 9184 and using the form prescribed in Section V – Bidding Forms;
- (iv) Complete eligibility documents of the proposed sub-contractor, if any
- (v) Certificate of International Law of Reciprocity for foreign bidders

11.2. In the case of foreign bidders, except for the Tax Clearance, the eligibility requirements under Class “A” Documents may be substituted by the appropriate equivalent documents, if any, issued by the country of the foreign

bidder concerned. The eligibility requirements or statements, the bids, and all other documents to be submitted to the BAC must be in English. If the eligibility requirements or statements, the bids, and all other documents submitted to the BAC are in foreign language other than English, it must be accompanied by a translation of the documents in English. The documents shall be translated by the relevant foreign government agency, the foreign government agency authorized to translate documents, or a registered translator in the foreign bidder's country; and shall be authenticated by the appropriate Philippine foreign service establishment/post or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines.

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

## **12. Documents Comprising the Bid: Financial Component**

12.1. The financial component of the bid shall contain the following:

- (a) Duly signed Bid Letter indicating the total bid amount in accordance with the form prescribed in Section V – Bidding Forms;
- (b) Duly signed and completely filled-out Bid Price Schedule (Section IV) indicating the unit and total prices per item and the total amount in the prescribed Price Schedule form.
- (c) Bidders claiming for domestic preference shall submit the following:
  - i. Letter address to the BAC claiming for preference
  - ii. Certification from DTI as Domestic Bidder in accordance with the prescribed forms provided.

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

12.3. In case a bidder will not submit bid for reason that his cost estimate is higher than the ABC, said bidder is required to submit his letter of non-participation/regret supported by corresponding detailed estimates. Failure to submit the two (2) documents shall be understood as acts that tend to defeat the purpose of public bidding without valid reason as stated under Section 69.1.(i) of the revised IRR of R.A. 9184.

## **13. Alternative Bids**

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

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

#### 14. Bid Prices

- 14.1. The Bidder shall complete the appropriate Schedule of Prices included herein, stating the unit prices, total price per item, the total amount and the expected countries of origin of the Goods to be supplied under this Project.
- 14.2. The Bidder shall fill in rates and prices for all items of the Goods described in the Schedule of Prices. Bids not addressing or providing all of the required items in the Bidding Documents including, where applicable, Schedule of Prices, shall be considered non-responsive and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to the Government, except those required by law or regulations to be accomplished.
- 14.3. The terms Ex Works (EXW), Cost, Insurance and Freight (CIF), Cost and Insurance Paid to (CIP), Delivered Duty Paid (DDP), and other trade terms used to describe the obligations of the parties, shall be governed by the rules prescribed in the current edition of the International Commercial Terms (INCOTERMS) published by the International Chamber of Commerce, Paris.
- 14.4. Prices indicated on the Price Schedule shall be entered separately in the following manner:
- (a) For Goods offered from within the Philippines:
- (i) The price of the Goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable);
  - (ii) The cost of all customs duties and sales and other taxes already paid or payable;
  - (iii) The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and
  - (iv) The price of other (incidental) services, specified in Clause 6.2 of the GCC and the Technical Specifications.
- (b) For Goods offered from abroad:
- (i) The price of the Goods shall be quoted DDP with the place of destination in the Philippines as specified in the Technical Specifications. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

- (ii) The price of other (incidental) services, if any.
  - (c) For Services, based on the form which may be prescribed by NPC, in accordance with existing laws, rules and regulations
- 14.5. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation or price escalation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 20.

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

The Bid Prices shall be the bid less discount given plus Biofuel Cost and Delivery Cost pursuant to the Amendments to the GPPB Revised Guidelines on Index-Based Pricing for Procurement of Petroleum, Oil and Lubricant Products. (GPPB Resolution No. 26-2019 dated 30 October 2019).

The cost of Biodiesel mixed with base Diesel Oil shall be included in the bid for Diesel Oil representing the Biofuel Cost component of the Delivered Price. Biofuel Cost is pursuant to per R.A. 9367, the Biofuels Act of 2006 and its IRR.

The Bidder shall submit a bid for Bid Price, less Discount, Biofuel and Delivery Cost which are components of the Delivered Price of fuel when multiplied to the Quantity shall result into the Total Contract Price of fuel for the Project Site or Delivery Point.

## 15. Bid Currencies

15.1. Prices shall be quoted in the following currencies:

- (a) For Goods that the Bidder will supply from within the Philippines, the prices shall be quoted in Philippine Pesos.
- (b) For Goods that the Bidder will supply from outside the Philippines, the prices may be quoted in the currency(ies) acceptable to NPC. However, for purposes of bid evaluation, bids denominated in foreign currencies shall be converted to Philippine currency based on the exchange rate as published in the *Bangko Sentral ng Pilipinas (BSP)* reference rate bulletin on the day of the bid opening.

The Bid prices for Goods supplied from outside of the Philippines shall be quoted in Philippine Pesos.

15.2. If so allowed in accordance with ITB Clause 15.1, NPC for purposes of bid evaluation and comparing the bid prices will convert the amounts in various currencies in which the bid price is expressed to Philippine Pesos at the foregoing exchange rates.

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

## 16. Bid Validity

16.1. Bids shall remain valid for the period of **ONE HUNDRED TWENTY (120) CALENDAR DAYS** from the date of the opening of bids.

16.2. In exceptional circumstances, prior to the expiration of the bid validity period, NPC may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. A Bidder may refuse the request, but his bid shall no longer be considered for further evaluation and award. A Bidder granting the request shall not be required or permitted to modify its bid.

## 17. Format and Signing of Bids

17.1. Bidders shall submit their bids through their duly authorized representative using the appropriate forms provided in **Section V – Bidding Forms** on or before the deadline specified in the ITB Clauses 19 in two (2) separate sealed bid envelopes, and which shall be submitted simultaneously. The first shall contain the technical component of the bid, including the eligibility requirements under ITB Clause 11.1, and the second shall contain the financial component of the bid. This shall also be observed for each lot in the case of lot procurement.

17.2. Forms as mentioned in ITB Clause 17.1 must be completed without any alterations to their format, and no substitute form shall be accepted. All blank spaces shall be filled in with the information requested.

17.3. The Bidder shall prepare and submit an original of the first and second envelopes as described in ITB Clauses 11 and 12. In addition, the Bidder shall submit copies of the first and second envelopes. In the event of any discrepancy between the original and the copies, the original shall prevail.

17.4. Each and every page of the Bid Letter, including the **Schedule of Requirements (Bid Price Schedule)**, under Section IV hereof, shall be signed by the duly authorized representative/s of the Bidder. Failure to do so shall be a ground for the rejection of the bid.

17.5. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the duly authorized representative/s of the Bidder.

## 18. Sealing and Marking of Bids

18.1. Bidders shall enclose their original eligibility and technical documents described in ITB Clause 11 in one sealed envelope marked "ORIGINAL - TECHNICAL COMPONENT", and the original of their financial component in another sealed envelope marked "ORIGINAL - FINANCIAL COMPONENT", sealing them all in an outer envelope marked "ORIGINAL BID".

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18.2. Each copy of the first and second envelopes shall be similarly sealed duly marking the inner envelopes as “COPY NO. \_\_\_ - TECHNICAL COMPONENT” and “COPY NO. \_\_\_ – FINANCIAL COMPONENT” and the outer envelope as “COPY NO. \_\_\_”, respectively. These envelopes containing the original and the copies shall then be enclosed in one single envelope.

18.3. Bidders shall **submit two (2) set of documents. One (1) set** containing either the originals or certified true copies of the first and second components of its bid and the other set which are photocopies of the 1<sup>st</sup> set of documents (original or certified true copies). **EACH AND EVERY PAGE OF ALL SETS (original and the other set) must be authenticated with original signatures** (preferably in blue or red ink) by the bidder or his duly authorized representative. *Non compliance shall be ground for disqualification.*

If there is any discrepancy between the 1<sup>st</sup> set of original/certified true copy documents and other set of photocopied documents of the same project, the documents in the 1<sup>st</sup> set of original/certified true copy documents shall prevail and shall be the basis for rating and evaluation of bids during bid opening.

Further, should there be any lacking documents in the four other copies, the reference for completeness for rating purposes shall be the set of original/certified true copy documents.

18.4. All envelopes shall:

- (a) contain the name of the contract to be bid in capital letters;
- (b) bear the name and address of the Bidder in capital letters;
- (c) be addressed to NPC's BAC in accordance with ITB Clause 1.1;
- (d) bear the specific identification of this bidding process indicated in the ITB Clause 1.1 and
- (e) bear a warning “DO NOT OPEN BEFORE...” the date and time for the opening of bids, in accordance with ITB Clause 19.

18.5. Unsealed or unmarked bid envelopes shall be rejected. However, bid envelopes that are not properly sealed and marked, as required in the bidding documents, shall not be rejected, but the Bidder or its duly authorized representative shall acknowledge such condition of the bid as submitted. The BAC or NPC shall assume no responsibility for the misplacement of the contents of the improperly sealed or marked bid, or for its premature opening.

### C. Submission and Opening of Bids

#### 19. Deadline for Submission of Bids

19.1. Proposals must be received by the BAC on the date and time agreed upon during negotiation meeting.

- 19.2. Any bid submitted after the deadline for submission and receipt of bids prescribed by NPC, pursuant to ITB Clause 19, shall be declared "Late" and shall not be accepted by NPC. The BAC shall record in the minutes of bid submission and opening, the Bidder's name, its representative and the time the late bid was submitted.
- 19.3. In case the bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the bids submitted and reschedule the opening of bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of NPC.

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

- 20.1. The BAC shall open the bids in public, immediately after the deadline for the submission and receipt of bids. In case the Bids cannot be opened as scheduled due to justifiable reasons, the BAC shall take custody of the Bids submitted and reschedule the opening of Bids on the next working day or at the soonest possible time through the issuance of a Notice of Postponement to be posted in the PhilGEPS website and the website of NPC.
- 20.2. The BAC shall open the first bid envelopes and determine each Bidder's compliance with the documents prescribed in ITB Clause 11, using a non-discretionary "pass/fail" criterion. If a Bidder submits the required document, it shall be rated "passed" for that particular requirement. In this regard, bids that fail to include any requirement or are incomplete or patently insufficient shall be considered as "failed". Otherwise, the BAC shall rate the said first bid envelope as "passed".
- 20.3. Immediately after determining compliance with the requirements in the first envelope, the BAC shall forthwith open the second bid envelope of each remaining eligible bidder whose first bid envelope was rated "passed". The second envelope of each complying bidder shall be opened within the same day. In case one or more of the requirements in the second envelope of a particular bid is missing, incomplete or patently insufficient, and/or if the submitted total bid price exceeds the ABC unless otherwise provided in ITB Clause 12.1(b), the BAC shall rate the bid concerned as "failed". Only bids that are determined to contain all the bid requirements for both components shall be rated "passed" and shall immediately be considered for evaluation and comparison.
- 20.4. Letters of non-participation/regret shall be read out and recorded during bid opening.
- 20.5. All members of the BAC who are present during bid opening shall initial every page of the original copies of all bids received and opened.
- 20.6. In the case of an eligible foreign bidder as described in ITB Clause 5, the following Class "A" Documents may be substituted with the appropriate equivalent documents, if any, issued by the country of the foreign Bidder concerned, which shall likewise be uploaded and maintained in the PhilGEPS in accordance with Section 8.5.2 of the IRR:

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

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

##### **21. Process to be Confidential**

- 21.1. Members of the BAC, including its staff and personnel, as well as its Secretariat and TWG, are prohibited from making or accepting any kind of communication with any bidder regarding the evaluation of their bids until the issuance of the Notice of Award, unless otherwise allowed in the case of **ITB** Clause 26.
- 21.2. Any effort by a bidder to influence NPC in its decision in respect of bid evaluation, bid comparison or contract award will result in the rejection of the Bidder's bid.

##### **22. Clarification of Bids**

To assist in the evaluation, comparison, and post-qualification of the bids, NPC may ask in writing any Bidder for a clarification of its bid. All responses to requests for

clarification shall be in writing. Any clarification submitted by a Bidder in respect to its bid and that is not in response to a request by NPC shall not be considered.

### **23. Domestic Preference**

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

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

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

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

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

24.1. NPC will undertake the detailed evaluation and comparison of bids which have passed the opening and preliminary examination of bids, pursuant to ITB Clause 20, in order to determine the Lowest Calculated Bid.

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

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

24.3. NPC's BAC shall immediately conduct a detailed evaluation of all bids rated "passed," using non-discretionary pass/fail criteria. The BAC shall consider the following in the evaluation of bids:

- (a) Completeness of the bid. Bids not addressing or providing all of the required items in the Schedule of Requirements including, where applicable, Schedule of Prices, shall be considered non-responsive

and, thus, automatically disqualified. In this regard, where a required item is provided, but no price is indicated, the same shall be considered as non-responsive, but specifying a zero (0) or a dash (-) for the said item would mean that it is being offered for free to NPC, except those required by law or regulations to be provided for; and

- (b) **Arithmetical corrections.** Consider computational errors and omissions to enable proper comparison of all eligible bids. It may also consider bid modifications. Any adjustment shall be calculated in monetary terms to determine the calculated prices. In case of discrepancies between:
1. bid prices in figures and in words, the latter shall prevail;
  2. total price per item and unit price for the item as extended or multiplied by the quantity of that item, the latter shall prevail;
  3. the stated total price and the sum of prices of component items, the latter shall prevail;
  4. unit cost in the detailed estimate and unit cost in the bill of quantities, the latter shall prevail;
- (c) The goods are grouped into Packages. The bids shall be evaluated and the award of contract shall be based on per package basis. The Bidders bid offer for each Delivery Point must be within the ABC of the particular Delivery Point. Bidders with bid offers that exceed the ABC of the Delivery Point or with incomplete price for the Delivery Point shall be rejected. Bidders are required to submit bids to all the power plants/barges under the package. An incomplete submission of bid for the package shall be non-responsive and disqualified outright.

In case there is a difference in the computation of the unit price (Delivered Price) by the Bidder and the Procuring Entity due to rounding off, the computation of the latter shall prevail and be considered for the evaluation.

**Evaluation and Comparison of Bids using Index-Based Pricing:**

The goods shall be delivered to the Project Sites (Delivery Points) categorized as (a) Per Plant with plant site delivery or pick-up at Supplier's depot or specific pier or wharf; and (b) Per Lot composed of power plants with a common delivery point or individual plant site delivery.

The most advantageous bid offer for a particular delivery point shall be determined using the formula below:

**For Industrial Diesel Oil :**

$$\text{Delivered Price} = (\text{Bid Price} \times 0.98) + (\text{Biofuel Cost} \times 0.02) + \text{Fuel Marking Fee} + \text{Excise Tax} + \text{Delivery Cost} + \text{EVAT}$$

Where :

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**Delivered Price** = Price of oil-based fuel at delivery point up to four (4) decimal places, Peso/Liter

**Bid Price** = refers to the bid of the prospective supplier, less discounts given, (Bid – Discount), Peso/Liter.

**Bid** = Price for Fuel Oil (Bunker) or Base Diesel Oil (100 % Pure Diesel Oil) up to Four (4) decimal places, Peso/Liter.

**Discount** = Total reductions given by the Bidder, up to Four (4) decimal places, Peso/Liter

**Biofuel Cost** = The cost of 100% Biodiesel (CME) that will be mixed with base Diesel Oil pursuant to R.A. 9367, the Biofuels Act of 2006, and its Implementing Rules and Regulations (IRR), up to four (4) decimal places, Peso/Liter.

The current Biofuel Blend for Diesel Oil is 98% base Diesel Oil and 2% Biodiesel by volume. Thus, the formula  $(\text{Bid Price} \times 0.98) + (\text{Biofuel Cost} \times 0.02)$  in the Delivered Price of Diesel Oil shall apply.

**Fuel Marking Fee** = refer to the fee to be paid for fuel marking services pursuant to DOF-BIR-BOC Joint Memorandum Order No. 1-2020 dated 28 August 2020.

**Excise Tax** = Tax to be collected pursuant to R.A. 10963 – TRAIN Law and BIR Revenue Regulation No. 2 -2018 in the amount as prescribed under the said Law and Regulation.

**Delivery Cost** = Offered transshipment rate based on bidding corresponding to the freight or pipeline transfer cost from the refinery to the delivery point for deliveries ex-refinery, or freight or pipeline transfer cost from the depot to the delivery point for deliveries ex-depot, Peso/Liter. The **Delivery Cost** shall include (a) pumping cost in case of tank truck deliveries, and (b) drum cost in case of fuel packaged fuel deliveries, except refillable drums.

**EVAT** = Expanded Value Added Tax as provided in R.A. 9337, amending the National Internal Revenue Code of 1997 as amended and BIR Revenue Regulations No. 16-2005, up to four (4) decimal places, Peso/liter.

The bidder with the lowest evaluated price for a particular package shall be considered the Lowest Calculated Bid for the particular delivery point whether Per Plant or Per Lot with (a) common delivery point or (b) individual plant site delivery. The Domestic Preference provision under ITB Clause 23 shall apply in the determination of the Lowest Calculated Bid.

**Power plants with common delivery point, mode of delivery, fuel type and quality specifications should have the same Bid Price, Biofuel Cost and Delivery Cost or Delivered Price. Otherwise, the power plant with the lowest Delivered Price shall be used as basis for evaluation of bids to the concerned power plants.**

**Bidder is required to submit bids to all the power plants covered under the package. Otherwise, the bid for the particular package is incomplete and shall be declared non-complying or disqualified.**

- 24.4. Based on the detailed evaluation of bids, those that comply with the above-mentioned requirements shall be ranked in the ascending order of their total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, to identify the Lowest Calculated Bid. Total calculated bid prices, as evaluated and corrected for computational errors, discounts and other modifications, which exceed the ABC shall not be considered.
- 24.5. NPC's evaluation of bids shall be based on the bid price quoted in the Bid Letter, which includes the Schedule of Prices.
- 24.6. Bids shall be evaluated on an equal footing to ensure fair competition. For this purpose, all bidders shall be required to include in their bids the cost of all taxes, such as, but not limited to, value added tax (VAT), income tax, local taxes, and other fiscal levies and duties which shall be itemized in the bid form and reflected in the detailed estimates. Such bids, including said taxes, shall be the basis for bid evaluation and comparison.
- 24.7. If so indicated pursuant to ITB Clause 1.2, Bids are being invited for individual lots or for any combination thereof, provided that all Bids and combinations of Bids shall be received by the same deadline and opened and evaluated simultaneously so as to determine the Bid or combination of Bids offering the lowest calculated cost to NPC. Bid prices quoted shall correspond to all items specified for each lot and to all quantities specified for each item of a lot.

## **25. Post-Qualification**

- 25.1. The BAC shall determine to its satisfaction whether the Bidder that is evaluated as having submitted the Lowest Calculated Bid complies with and is responsive to all the requirements and conditions specified in ITB Clauses 5, 11, and 12.
- 25.2. Within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, the Bidder shall submit the following documents and other appropriate licenses and permits required by law:
- a. Latest Income Tax Returns filed and paid through the BIR Electronic Filing and Payment System (eFPS);
  - b. Business Tax/VAT Returns within the last six (6) months preceding the date of the bid submission, filed and paid through the BIR (eFPS);
  - c. PhilGEPS Registration (Platinum Membership), if not yet submitted with the bid;

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- d. Valid and current Mayor's/Business, if under renewal during bidding;
- e. Joint Venture Agreement (JVA) duly notarized, if not yet submitted with bid, if applicable;
- f. Contract/Purchase Order and/or Notice of Award for the contracts stated in the List of all Ongoing Government & Private Contracts Including Contracts Awarded but not yet Started (NPCSF-GOODS-02);
- g. Certificate of Percent (%) Accomplishment and Satisfactory Performance as of the bidding date coming from the project owner/client for all ongoing contracts stated in Form NPCSF-GOODS-02;
- h. Supplier's product quality certificate, certificate of bio-diesel compliance and other supporting documents of oil-based fuel proposed by the bidders must comply with the technical specifications. It shall be a ground for disqualification if the submitted product quality certificate and other supporting documents are determined not complying with the specifications during technical evaluation and post-qualification process.
- i. The licenses and permits relevant to the Project and the corresponding law requiring it as specified in the Technical Specifications, if any.
- j. For foreign bidders, certificate of International Law of Reciprocity (Sample Form-03).

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

- 25.3. The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted pursuant to ITB Clauses 11 and 12, as well as other information as NPC deems necessary and appropriate, using a non-discretionary "pass/fail" criterion, which shall be completed within a period of twelve (12) calendar days.
- 25.4. The post-qualification shall verify, validate, and ascertain all statements made and documents submitted by the bidder with the Lowest Calculated Bid/Highest Rated Bid, using non-discretionary criteria, as stated in the Bidding documents. These criteria shall consider, but shall not be limited to, the following:
  - a. Legal Requirements. To verify, validate, and ascertain licenses, certificates, permits, and agreements submitted by the bidder, and the fact that it is not included in any "blacklist" as provided in Section 25.3 of IRR-A of RA 9184.
  - b. Technical Requirements. To determine compliance of the goods offered with the requirements specified in the Bidding Documents, including, where applicable:

- i. Verification and/or inspection and testing of the goods/product, after-sales and/or maintenance capabilities, in applicable cases, as well as checking the following:
  - a. Delay in the partial delivery of goods amounting to ten percent (10%) of the contract price in its ongoing government and private contracts;
  - b. If any of these contracts shows the bidder's failure to deliver or perform any or all of the goods or services within the period(s) specified in the contract or within any extension thereof granted by NPC pursuant to a request made by the supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price; or
  - c. Unsatisfactory performance of the supplier's obligations as per contract terms and conditions at the time of inspection.
- ii. Verification and validation of the bidder's stated competence and experience, and the competence and experience of the bidder's key personnel to be assigned to the project.
- iii. Verification of availability and commitment, and/or inspection and testing for the required capacities and operating conditions, of equipment units to be owned/leased/under purchase by the bidder for use in the contract under bidding, as well as checking the performance of the bidder in its ongoing government and private contracts, if any of these ongoing contracts shows:
  - a. Negative slippage of at least fifteen percent (15%) in any one project or a negative slippage of at least ten percent (10%) in each of two (2) or more contracts;
  - b. Failure of the contractor to commence repair works on ongoing contracts within seven (7) calendar days and to complete them within thirty (30) calendar days after receipt of NPC's notice of defects and deficiencies;
  - c. Failure of the contractor to commence repair works on contracts with pending certificates of acceptance within thirty (30) calendar days and complete them within ninety (90) days after receipt of NPC's notice of defects and failures; or
  - d. Substandard quality of work as per contract plans and specifications, or unsatisfactory performance of the contractor's obligations as per contract terms and conditions, at the time of inspection.

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

- c. **Financial Requirements.** To verify, validate and ascertain the bid price proposal of the bidder and, whenever applicable, the required committed Line of Credit in the amount specified and over the period stipulated in

the Bidding Documents or the bidder's NFCC to ensure that the bidder can sustain the operating cash flow of the transaction.

- 25.5. If the BAC determines that the Bidder with the Lowest Calculated Bid passes all the criteria for post-qualification, it shall declare the said bid as the LCRB, and recommend to the HoPE the award of contract to the said Bidder at its submitted price or its calculated bid price, whichever is lower.
- 25.6. A negative determination shall result in rejection of the Bidder's Bid, in which event NPC shall proceed to the next Lowest Calculated Bid with a fresh period to make a similar determination of that Bidder's capabilities to perform satisfactorily. If the second Bidder, however, fails the post qualification, the procedure for post qualification shall be repeated for the Bidder with the next Lowest Calculated Bid, and so on until the LCRB is determined for recommendation for contract award.
- 25.7. Within a period not exceeding fifteen (15) calendar days from the determination by the BAC of the LCRB and the recommendation to award the contract, the HoPE or his duly authorized representative shall approve or disapprove the said recommendation.
- 25.8. In the event of disapproval, which shall be based on valid, reasonable, and justifiable grounds as provided for under Section 41 of the IRR of RA 9184, the HoPE shall notify the BAC and the Bidder in writing of such decision and the grounds for it. When applicable, the BAC shall conduct a post-qualification of the Bidder with the next Lowest Calculated Bid. A request for reconsideration may be filed by the bidder with the HoPE in accordance with Section 37.1.3 of the IRR of RA 9184.

## 26. Reservation Clause

- 26.1. Notwithstanding the eligibility or post-qualification of a Bidder, NPC reserves the right to review its qualifications at any stage of the procurement process if it has reasonable grounds to believe that a misrepresentation has been made by the said Bidder, or that there has been a change in the Bidder's capability to undertake the project from the time it submitted its eligibility requirements. Should such review uncover any misrepresentation made in the eligibility and bidding requirements, statements or documents, or any changes in the situation of the Bidder which will affect its capability to undertake the project so that it fails the preset eligibility or bid evaluation criteria, NPC shall consider the said Bidder as ineligible and shall disqualify it from submitting a bid or from obtaining an award or contract.
- 26.2. Based on the following grounds, NPC reserves the right to reject any and all bids, declare a Failure of Bidding at any time prior to the contract award, or not to award the contract, without thereby incurring any liability, and make no assurance that a contract shall be entered into as a result of the bidding:
  - (a) If there is *prima facie* evidence of collusion between appropriate public officers or employees of NPC, or between the BAC and any of the Bidders, or if the collusion is between or among the bidders themselves, or between a Bidder and a third party, including any act which restricts, suppresses or nullifies or tends to restrict, suppress or nullify competition;

- (b) If NPC's BAC is found to have failed in following the prescribed bidding procedures; or
- (c) For any justifiable and reasonable ground where the award of the contract will not redound to the benefit of the GOP as follows:
  - (i) If the physical and economic conditions have significantly changed so as to render the project no longer economically, financially or technically feasible as determined by the HoPE;
  - (ii) If the project is no longer necessary as determined by the HoPE; and
  - (iii) If the source of funds for the project has been withheld or reduced through no fault of NPC.

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

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

#### **E. Award of Contract**

### **27. Contract Award**

- 27.1. Subject to ITB Clause 25, the HoPE or its duly authorized representative shall award the contract to the Bidder whose bid has been determined to be the LCRB, at its submitted price or its calculated bid price, whichever is lower. Contract amount shall be exclusive of computed Fuel Consumption Cost Difference.
- 27.2. Prior to the expiration of the period of bid validity, NPC shall notify the successful Bidder in writing that its bid has been accepted, through a Notice of Award duly received by the Bidder or its representative personally or sent by registered mail or electronically, receipt of which must be confirmed in writing within two (2) days by the Bidder with the LCRB and submitted personally or sent by registered mail or electronically to NPC.
- 27.3. Notwithstanding the issuance of the Notice of Award, award of contract shall be subject to the following conditions:
  - (a) Submission of the following documents within ten (10) calendar days from receipt of the Notice of Award:
    - (i) Valid JVA, if applicable; or

- (ii) In the case of procurement by a Philippine Foreign Service Office or Post, the PhilGEPS Registration Number of the winning foreign Bidder;
  - (b) Posting of the performance security in accordance with ITB Clause 29;
  - (c) Signing of the contract as provided in ITB Clause 28; and
  - (d) Approval by higher authority, if required, as provided in Section 37.3 of the IRR of RA 9184.
- 27.4. At the time of contract award, NPC shall not increase or decrease the quantity of goods originally specified in **Section IV – Schedule of Requirements (Bid Price Schedule)**.

## **28. Signing of the Contract**

- 28.1. At the same time as NPC notifies the successful Bidder that its bid has been accepted, NPC shall send the Contract Form to the Bidder, which contract has been provided in the Bidding Documents, incorporating therein all agreements between the parties.
- 28.2. Within ten (10) calendar days from receipt of the Notice of Award, the successful Bidder shall post the required performance security, sign and date the contract and return it to NPC.
- 28.3. NPC shall enter into contract with the successful Bidder within the same ten (10) calendar day period provided that all the documentary requirements are complied with.
- 28.4. The following documents shall form part of the contract:
- (a) Contract Agreement;
  - (b) Bidding Documents;
  - (c) Winning bidder's bid, including the Technical and Financial Proposals, and all other documents/statements submitted (*e.g.*, bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from NPC's bid evaluation;
  - (d) Notice of Award of Contract; and
  - (e) Other contract documents that may be required by existing laws and/or NPC under these Bidding Documents.

## **29. Performance Security**

- 29.1. To guarantee the faithful performance by the winning Bidder of its obligations under the contract, it shall post a performance security within a maximum

period of ten (10) calendar days from the receipt of the Notice of Award from NPC and in no case later than the signing of the contract.

- 29.2. The Performance Security shall be denominated in Philippine Pesos and posted in favor of NPC in an amount not less than the percentage of the total contract price in accordance with the following schedule:

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

- 29.3. Failure of the successful Bidder to comply with the above-mentioned requirement shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security, in which event NPC shall have a fresh period to initiate and complete the post qualification of the second Lowest Calculated Bid. The procedure shall be repeated until the LCRB is identified and selected for recommendation of contract award. However if no Bidder passed post-qualification, the BAC shall declare the bidding a failure and conduct a re-bidding with re-advertisement, if necessary.

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

1. The following must be indicated in the performance bond to be posted by the Contractor:
  - i. Company Name
  - ii. Correct amount of the Bond
  - iii. Contract/Purchase Order Reference Number
  - iv. Purpose of the Bond:  
 "To guarantee the faithful performance of the Principal's obligation to undertake (Contract/Purchase Order Description) in accordance with the terms and conditions of (Contract No. & Schedule/Purchase Order No.) entered into by the parties."

2. The bond shall remain valid and effective until the duration of the contract (*should be specific date reckoned from the contract effectivity*) plus sixty (60) days after NPC's acceptance of the last delivery/final acceptance of the project.
3. In case of surety bond, any extension of the contract duration or delivery period granted to the CONTRACTOR shall be considered as given, and any modification of the contract shall be considered as authorized, as if with the expressed consent of the surety, provided that such extension or modifications falls within the effective period of the said surety bond. However, in the event that the extension of the contract duration or delivery schedule would be beyond the effective period of the surety bond first posted, it shall be the sole obligation of the CONTRACTOR to post an acceptable Performance Security within ten (10) calendar days after the contract duration/delivery period extension has been granted by NPC.
4. Other required conditions in addition to the standard policy terms issued by the Bonding Company:
  - i. The bond is a penal bond, callable on demand and the entire amount thereof shall be forfeited in favor of the Obligee upon default of the Principal without the need to prove or to show grounds or reasons for demand for the sum specified therein;
  - ii. The amount claimed by the Obligee under this bond shall be paid in full and shall never be subject to any adjustment by the Surety;
  - iii. In case of claim, the Surety shall pay such claim within sixty (60) days from receipt by the Surety of the Obligee's notice of claim/demand letter notwithstanding any objection thereto by the Principal.

5. Performance Securing Declaration.

**30. Notice to Proceed**

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

**31. Protest Mechanism**

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

SECTION II

**GENERAL CONDITIONS OF  
CONTRACT**

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## SECTION II – GENERAL CONDITIONS OF CONTRACT

### 1. Definitions

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

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

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

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

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

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

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

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

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

(v) "obstructive practice" is

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

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

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

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

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

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

### 4. Governing Law and Language

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

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

### 5. Notices

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

NPC's address for Notices is:

**USEC. DONATO D. MARCOS**  
Officer-in-Charge  
National Power Corporation  
BIR Road corner Quezon Avenue  
Diliman, Quezon City 1100

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

**6. Scope of Contract**

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

6.2. This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. Any additional requirements for the completion of this Contract are provided below:

**a. Delivery and Documents –**

The delivery terms applicable to the Contract is EXW/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

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section III – Technical Specifications.

For purposes of this Clause the Procuring Entity's Representative at the Project Site is the Plant Superintendent, Head or Supervisor.

**b. Incidental Services –**

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

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

**c. Packaging –**

The Supplier shall provide packaging of the Goods as specified in the Technical Specifications

**d. Insurance –**

The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to transportation and delivery. The Goods remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity. The Supplier shall provide insurance of the Goods as specified in the Technical Specifications.

**e. Transportation –**

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

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

The Supplier shall provide transportation of the Goods as specified in the Technical Specifications.

**f. Patent Rights –**

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

**7. Subcontracting**

- 7.1. Subcontracting of any portion of the Goods, if allowed in the ITB, does not relieve the Supplier of any liability or obligation under this Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants or workmen.
- 7.2. If subcontracting is allowed, the Supplier may identify its subcontractor during contract implementation. Subcontractors disclosed and identified during the bidding may be changed during the implementation of this Contract. In either case, subcontractors must submit the documentary requirements under ITB Clause 12 and comply with the eligibility criteria specified therein. In the event that any subcontractor is found by NPC to be ineligible, the subcontracting of such portion of the Goods shall be disallowed.

**8. Procuring Entity's Responsibilities**

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

**9. Prices**

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

The details of this provision are indicated in Clause TS-7.0 of Section III, Part I - Technical Specifications.

In the event a new law is passed by Congress or higher authorities that will affect payment, the same shall be applied, subject to approval of NPC Management

## 10. Payment

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

This provision will not apply. Payment is specified under Clause TS-8.0 of Section III, Part I – Technical Specifications.

## 11. Advance Payment and Terms of Payment (This provision will not apply)

- 11.1. Advance payment not to exceed fifteen percent (15%) of the contract amount shall be allowed and paid within sixty (60) calendar days from effectivity of the contract and upon the submission to and acceptance by NPC of an irrevocable letter of credit or bank guarantee issued by a Universal or Commercial Bank. The irrevocable letter of credit or bank guarantee must be for an equivalent amount, shall remain valid until the goods are delivered, and accompanied by a claim for advance payment.
- 11.2. All progress payments shall first be charged against the advance payment until the latter has been fully exhausted.
- 11.3. The terms of payment shall be as follows:
  - 1) **For Supply and Delivery Contracts:**
    - (a) On Contract Effectivity: Advance payment of Fifteen percent (15%) of the total Contract Price shall be paid within sixty (60) days from effectivity of the Contract and upon submission of a claim and an irrevocable letter of credit or bank guarantee issued by a Universal or Commercial Bank for

the equivalent amount valid until the Goods are delivered and in the form provided in Section V- Bidding Forms.

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

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

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

forty five (45) days after successful test and commissioning, the Supplier shall have the right to claim payment subject to NPC's own verification of the reason(s) for the failure to issue documents (vii) and (viii) as described in the GCC Clause 6.2 provision on Delivery and Documents.

**3) For Supply, Delivery, Installation, Test and Commissioning Contracts where Installation, Test and Commissioning prices are included in the supply price:**

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

**12. Taxes and Duties**

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

**13. Performance Security**

- 13.1. Within ten (10) calendar days from receipt of the Notice of Award from NPC but in no case later than the signing of the contract by both parties, the successful Bidder shall furnish the performance security in any the forms prescribed in the ITB Clause 29.2.
- 13.2. The performance security posted in favor of NPC shall be forfeited in the event it is established that the winning bidder is in default in any of its obligations under the contract.

- 13.3. The performance security shall remain valid until issuance by NPC of the Certificate of Final Acceptance.
- 13.4. The performance security may be released by NPC and returned to the Supplier after the issuance of the Certificate of Final Acceptance subject to the following conditions:
- (a) There are no pending claims against the Supplier or the surety company filed by NPC;
  - (b) The Supplier has no pending claims for labor and materials filed against it;
- 13.5. In case of a reduction of the contract value, NPC shall allow a proportional reduction in the original performance security, provided that any such reduction is more than ten percent (10%) and that the aggregate of such reductions is not more than fifty percent (50%) of the original performance security.

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

- 14.1. The Supplier shall not, except for purposes of performing the obligations in this Contract, without NPC's prior written consent, disclose this Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of NPC. Any such disclosure shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 14.2. Any document, other than this Contract itself, enumerated in GCC Clause 14.1 shall remain the property of NPC and shall be returned (all copies) to NPC on completion of the Supplier's performance under this Contract if so required by NPC.

#### 15. Standards

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

#### 16. Inspection and Tests

- 16.1. NPC or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to NPC. The **Section III – Technical Specifications** shall specify what inspections and/or tests NPC requires and where they are to be conducted. NPC shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 16.2. If applicable, the inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no

charge to NPC. The Supplier shall provide NPC with results of such inspections and tests.

- 16.3. NPC or its designated representative shall be entitled to attend the tests and/or inspections referred to in this Clause provided that NPC shall bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 16.4. NPC may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to NPC, and shall repeat the test and/or inspection, at no cost to NPC, upon giving a notice pursuant to GCC Clause 5.
- 16.5. The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by NPC or its representative, shall release the Supplier from any warranties or other obligations under this Contract.

## **17. Warranty**

- 17.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials, except when the technical specifications required by NPC provides otherwise.
- 17.2. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
- 17.3. In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier for a minimum period specified in Section III – Part I (Technical Specifications). The obligation for the warranty shall be covered by, at the Supplier's option, either retention money in an amount equivalent to at least one percent (1%) but not to exceed five percent (5%) of every progress payment, or a special bank guarantee equivalent to at least one percent (1%) but not to exceed five percent (5%) of the total Contract Price. The said amounts shall only be released after the lapse of the warranty period specified in Section III – Part I (Technical Specifications); provided, however, that the Supplies delivered are free from patent and latent defects and all the conditions imposed under this Contract have been fully met.

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

- 17.4. NPC shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, within the period not exceed thirty (30) days upon receipt of the notice from NPC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to NPC.

- 17.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **GCC Clause 17.4**, NPC may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which NPC may have against the Supplier under the Contract and under the applicable law.

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

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

## **19. Liquidated Damages**

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

Should Supplier without any justifiable cause such as force majeure fails to perform or delay in the performance of its obligations under the Contract, Supplier shall pay the Procuring Entity (NPC) liquidated damages, and not by way of penalty, an amount equal to one tenth of one percent (0.10%) of the costs of the undelivered quantity per calendar day of delay reckoning from the occurrence of a plant load reduction/shutdown and until subsequent deliveries enough to exceed critical inventory level is achieved. NPC shall inform Supplier of the occurrence of liquidated damages and NPC shall also have the right to apply the provisions below.

### **1. Loss of Revenue**

Should any of the NPC power plants suffer load reduction or shutdown, and as a result thereof NPC incurs loss of revenue,

Supplier shall compensate NPC the amount corresponding to the actual and documented loss/es incurred by NPC. NPC shall be required to file its claim with the Supplier in writing specifying in reasonable detail the basis and computation of its claim.

## 2. Reimbursement of Additional Expenses of NPC

In cases where the Supplier delivers the lube oil to NPC power plants below the quantity as ordered per Section VI - Technical Specifications, Clause 6.1 (c') I, resulting to increase of frequency of receiving activities, Supplier shall pay for the additional expenses incurred by NPC which includes but not limited to laboratory testing, cost of manpower required to handle the delivery of lube oil, and the cost of travel of NPC's representative from their official station to the receiving point of NPC.

## 3. Submittal of Claims

Any amount of liquidated damages and/or loss of revenue shall be invoiced by NPC to Supplier and paid by Supplier within thirty (30) calendar days after receipt by Supplier of NPC's invoice or said amount shall be deducted from any money due the Supplier under the contract and/or collect such liquidated damages from the Performance Security of the Supplier under the Contract, whichever is convenient to NPC.

## 20. Settlement of Disputes

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

## 21. Liability of the Supplier

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

## 22. Force Majeure

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

## 23. Termination for Default

- 23.1. NPC may rescind or terminate a contract for default, without prejudice to other courses of action and remedies available under the circumstances when, outside of *force majeure*, the Supplier fails to deliver or perform any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by NPC pursuant to a request made by the Supplier prior to the delay, and such failure amounts to at least ten percent (10%) of the contract price.
- 23.2. NPC may terminate the contract when, as a result of *force majeure*, the Supplier is unable to deliver or perform any or all of the Goods, amounting to at least ten percent (10%) of the contract price, for a period of not less than sixty (60) calendar days after receipt of the notice from NPC stating that the circumstance of *force majeure* is deemed to have ceased.
- 23.3. NPC shall terminate the contract when the Supplier fails to perform any other obligation under the Contract.
- 23.4. In the event NPC terminates this Contract in whole or in part, for any of the reasons provided under GCC Clauses 23 to 26, NPC may procure, upon such

terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to NPC for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated.

- 23.5. In case the delay in the delivery of the Goods and/or performance of the Services exceeds a time duration equivalent to ten percent (10%) of the specified contract time plus any time extension duly granted to the Supplier, NPC may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

#### **24. Termination for Insolvency**

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

#### **25. Termination for Convenience**

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

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

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

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

#### **26. Termination for Unlawful Acts**

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

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

## **27. Procedures for Termination of Contracts**

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

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

termination shall only be based on the ground(s) stated in the Notice to Terminate;

- (g) The HoPE may create a Contract Termination Review Committee (CTRC) to assist him in the discharge of this function. All decisions recommended by the CTRC shall be subject to the approval of the HoPE; and
- (h) The Supplier must serve a written notice to NPC of its intention to terminate the contract at least thirty (30) calendar days before its intended termination. The Contract is deemed terminated if it is not resumed in thirty (30) calendar days after the receipt of such notice by NPC.

**28. Assignment of Rights**

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

**29. Contract Amendment**

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

**30. Application**

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

SECTION III

**TECHNICAL SPECIFICATIONS**

***(PART I – TECHNICAL  
SPECIFICATIONS)***

**TS-1.0 GENERAL**

This specification covers the technical requirements for the supply and delivery additional of oil-based fuel to SPUG power plants and barges for CY 2022. Oil-based fuel shall refer to diesel oil and fuel oil (bunker) for power generation.

**TS-2.0 DEFINITIONS**

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

- (a) **"ASTM"** means the American Society for Testing Materials
- (b) **"BILL OF LADING QUANTITY (B/L)"** means the sum of the volume withdrawn from the Supplier's source tank plus the On Board Quantity (OBQ), if there is any, or in any case of multi-port deliveries, the Residual On Board (ROB) from the immediately preceding port of discharge.
- (c) **"BIOFUEL"** shall refer to bioethanol and biodiesel and other fuels made from biomass and primarily used for motive, thermal and power generation.
- (d) **"CARGO INTAKE CERTIFICATE (CIC)"** means the document prepared and issued by the Supplier for oil tanker, vessel or barge delivery, stating the volume of fuel received by the NPC at the NPC's receiving/storage tank(s) or, in case of hereunder instances, the quantity of fuel received by the NPC based on the Vessel's Figure Before Discharge (VFBD);
  - 1. uncalibrated NPC's receiving/storage tank(s).
  - 2. no or defective isolating valve in NPC's receiving/storage tank(s).
  - 3. direct delivery to NPC's uncalibrated power barge's receiving/storage tank(s).
  - 4. NPC's receiving/storage tank in service.
- (e) **"CARGO OUTTURN CERTIFICATE" (COC)** means the document prepared and issued by the Supplier stating the volume of fuel withdrawn from the storage tanks at Supplier's fuel supply sources.
- (f) **"CONTRACTED QUANTITY"** means the quantity of Fuel to be delivered by the Supplier and committed to be lifted by the NPC.
- (g) **"CRITICAL INVENTORY LEVEL"** means the predetermined quantity of fuel in the NPC's inventory which if no immediate delivery is made by the Supplier will result to load reduction and subsequently, shutdown of the power plant/unit.
- (h) **"DELIVERED PRICE"** means the unit price of fuel at plant site or delivery point as specified in Section IV – Schedule of Requirements, Part II – Table of Delivery Points for Bidding.
- (i) **"DELIVERY POINT"** means the designated location for the receipt of the delivery of fuel from the fuel supplier to NPC. The delivery point is categorized as (a) Per Plant with plant site delivery or pick-up at Supplier's depot or specific pier/wharf; and (b) Per Lot composed of power plants with a common delivery point or individual plant site delivery.

- (j) **"DELIVERY REFERENCE POINT"** means the agreed point of reference for custody and ownership of fuel delivery:

<u>Deliveries by:</u>	<u>Delivery Reference Point</u>
1. Tankers/Barges	- NPC's receiving flange
2. Pipeline	-NPC Hauler's Oil Tanker/Vessel/Barge receiving flange
3. Tank Truck	- NPC's receiving flange or delivery point
4. Drums	- Plant site or delivery point

- (k) **"DEPOT/TERMINAL"** means the domestic fuel supply sources of Supplier at various locations other than its refinery.
- (l) **"FIRM QUANTITY (FQ)"** means the firm volume for a given month required by NPC to be supplied by Supplier. This corresponds to the first two (2) months fuel requirements in the Running Four Months Schedule (RFMS).
- (m) **"FUEL" or "OIL-BASED FUEL"** means the Industrial Diesel Oil or Industrial Fuel Oil (Bunker) with Guaranteed Fuel Specifications as specified in Section III, Part II – Technical Data Sheets.
- (n) **"FUEL SOURCE POINT"** means the Supplier's own refinery(ies), terminal(s) or any of its depots including other sources brought about by hospitality arrangements with other oil companies/traders.
- (o) **"FUEL SPECIFICATIONS"** means the quality specification of Industrial Diesel Oil and Industrial Fuel Oil (Bunker) as specified in Section III, Part II – Technical Data Sheets "A" and "B".
- (p) **"ISOLATED TANK"** means a fuel-receiving tank, which is not simultaneously used as a service tank.
- (q) **"ITDI"** means the Industrial Technology and Development Institute.
- (r) **"MINIMUM INVENTORY LEVEL"** a predetermined quantity of fuel in the inventory of NPC to ensure continuous operation of its SPUG power plants and barges.
- (s) **"MOPS"** means the Mean-of-Platts Singapore used as reference in the week-on-week price adjustments in the payment of fuel deliveries.
- (t) **"NON-ISOLATED TANK"** means a fuel-receiving tank which is simultaneously used as a service tank or found not fully isolated during receiving of the fuel delivery.
- (u) **"BSP"** means the Bangko Sentral ng Pilipinas used as reference in the Philippine Peso (PhP) to the US Dollar (US\$) exchange rate for payment of fuel deliveries.

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- (v) **"PER ORDER BASIS"** means the payment scheme wherein NPC advises Supplier to deliver fuel within a specified period of time, billing and payment of which shall be made on a per delivery basis.
- (w) **"POWER PLANT/BARGE"** means any one of the NPC SPUG power plants or barges to be supplied by the Supplier with Fuel as enumerated in Section IV – Schedule of Requirements, Part II - Table of Delivery Points for Bidding.
- (x) **"QUALITY CERTIFICATE"** means the document issued by Supplier indicating the results of required fuel quality analyses certifying to the quality of the fuel for delivery. This may be in the form of a Certificate of Test (COT), Laboratory Inspection Report (LIR), Product Quality Certificate (PQC), and/or Laboratory Service Report (LSR), or any mutually acceptable form of certification issued by the Supplier indicating the analysis results of the fuel delivered.
- (y) **"RECEIVING STORAGE TANKS"** means the Fuel storage tanks of the NPC SPUG power plants and barges with capacities as listed in Section IV – Schedule of Requirements, Part II – Table of Delivery Points for Bidding.
- (z) **"REFINERY"** means the Supplier's facilities for the production of various petroleum products.
- (aa) **"ROB"** means the Residual on Board Vessel or the quantity of fuel that remains in the vessel's tanks/compartments after completion of discharge at NPC's storage/receiving tank(s).
- (bb) **"RUNNING FOUR (4) MONTHS SCHEDULE (RFMS)"** means the document prepared and issued by the NPC every 8<sup>th</sup> day of the month containing the fuel requirements of NPC SPUG power plants or barges for the next four (4) months.
- (cc) **"SCHEDULE OF MONTHLY FUEL REQUIREMENTS"** means the document showing the monthly breakdown of the Contract Quantity. This is intended to provide Supplier an idea, for planning purposes, of the estimated monthly fuel requirements of NPC SPUG power plants and barges as indicated in Part III of Section IV – Schedule of Requirements.
- (dd) **"SOURCE STORAGE TANKS"** means the storage facilities at the Supplier's refinery, terminal and various depots.
- (ee) **"MULTI-PORT DELIVERY"** means fuel deliveries from oil tankers, vessels and barges whose fuel cargo sourced from the supplier's refinery, terminal or depot shall be unloaded to two (2) or more power plants/delivery points (unloading or discharge points). The details, diagram and treatment of multi-port deliveries are described in Clause TS-11.1 (c) i.2 and Section III, TS Part III.
- (ff) **"Billing Month"** shall refer to the 25<sup>th</sup> day of the current month up to the 25<sup>th</sup> day of the succeeding month.

**TS-3.0 SCOPE OF WORK**

- 3.1 Supply and delivery of oil-based fuel as specified herein Section III – Technical Specifications and Section IV – Schedule of Requirements.
- 3.2 The quantity of Fuel to be delivered shall be in accordance with Section IV - Schedule of Requirements, subject to the provisions of Clause TS-7.1, Purchase Price and Clause TS-8.3, Contract Amount and Implementation.

The monthly breakdown of fuel requirements based on the approved Fuel Procurement Plan of NPC, are indicated in Section IV, Part III - Schedule of Monthly Fuel Requirements. Said monthly breakdown is for the Supplier's planning purposes and an updated monthly fuel demand forecast shall be provided to the Supplier pursuant to Clause TS-6.1 (a), Nomination Procedure/Schedule of Monthly Fuel Requirements.

- 3.3 In the event of a supply shortage and/or allocation of petroleum supplies imposed by the Philippine Government, or any of its instrumentalities, Supplier shall sell to NPC the said volumes as a minimum subject to the implementing rules and regulations issued by the Government agency of the Philippines exercising supervision over petroleum utilization and supplies.

**TS-4.0 CONTRACT PERIOD AND LOCATION**

- 4.1 The supply and delivery of oil-based fuel shall cover the period March to December 2022 (10 months). The quantities of fuel to be delivered are indicated in Section IV-Schedule of Requirements, Part II – Table of Delivery Points for Bidding.

In case the contracted quantity cannot be lifted by NPC during the contract period of ten (10) months, the NPC shall continue lifting fuel from the Supplier pursuant to Clause TS-7.2. On the other hand, if the Total Contract Price has been used up and there is still remaining volume for delivery, the same shall no longer be lifted.

- 4.2 The location of fuel deliveries are indicated in Section IV - Schedule of Requirements, Part II – Table of Delivery Points for Bidding.

Supplier shall deliver the fuel at NPC SPUG storage tanks or designated point of receipt as specified in the Table of Delivery Points for Bidding. Such deliveries shall come from the Supplier's nominated Fuel Source Points during the bidding. In case a delivery will come from an alternate source point, delivered price of the fuel shall be as if the delivery came from the original source point.

**TS-5.0 FUEL SPECIFICATIONS**

- 5.1 The Supplier shall guarantee to supply and deliver fuel in accordance with the quality specifications as indicated in Section III – Technical Specifications, Part II – Technical Data Sheets "A" and "B". The Supplier shall furnish NPC the Quality Certificate for each and every fuel delivery via the mode of delivery as specified in TS-10.0, Transportation.

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**TS- 6.0 DELIVERY AND DOCUMENTS**

6.1 The delivery of the Oil-Based Fuel shall be made by the Supplier in accordance with the terms and conditions as stated below:

a) **Nomination Procedure/ Scheduling of Monthly Fuel Requirements**

NPC, for purposes of updated monthly fuel demand forecast, shall furnish Supplier the Running Four (4) Months Schedule (RFMS) of the fuel requirements of NPC SPUG power plants/barges every 8th day of the month prior to the first month indicated in the RFMS. The quantity in the first two (2) months shall be considered Firm Quantities (FQ) while the next two months are estimates for Supplier's planning purposes only.

b) **Firm Quantity**

The Firm Quantity of fuel for lifting by the NPC from the Supplier shall be the fuel quantities for the 1st and 2nd months as indicated in the Running Four (4) Months Schedule. The 3rd and 4th months shall be considered forecast quantities for planning purposes only.

Whereas, in case of unusual generation by plant brought about by unforeseen circumstances like hostilities, unpredicted shutdown, etc, which is affecting the Firm Quantity of the RFMS, the Supplier shall on a best effort basis, provide the necessary deliveries as required by NPC to preclude fuel inventory to reach the Critical Inventory Level. However, NPC and Supplier may adopt measures/remedies, i.e. transfer of the firm quantity from other delivery points to address the additional requirement.

c) **Securing Fuel Supplies**

i. **Notice and Schedule of Delivery**

NPC shall schedule deliveries based on order and Supplier shall deliver after receipt of order or notice as follows:

1. Within the number of calendar days ex-depot to NPC's power plant/delivery point for tank truck deliveries :
  - a. Two (2) calendar days for power plant/delivery point within 50 KM radius.
  - b. Five (5) calendar days for power plant/delivery point within 51 - 100 KM radius.
  - c. Ten (10) calendar days for power plant/delivery point beyond 100 KM radius.
  - d. Four (4) calendar days for fuel deliveries to any pier or depot in Manila Bay, Subic Bay, Bataan and Batangas Province.

The Supplier shall ensure the availability of its tank truck(s) to maximize the loading of fuel to NPC's delivery point (plant site or delivery point with NPC

contracted hauler) in order to meet the date of need as specified in NPC's order to deliver.

2. Within seven (7) calendar days for tanker/barge deliveries (Single Port) to power plants/delivery points located in the Luzon region.
3. Within seven (7) and ten (10) calendar days for tanker/barge deliveries (Single Port) to power plants/delivery points located in the Visayas and Mindanao regions, respectively.
4. Within fifteen (15) calendar days for tanker/barge deliveries to power plants/delivery points located in the Luzon, Visayas and Mindanao regions for Multi-Port deliveries. The 15th calendar day shall apply to the last NPC port of delivery.
5. Within fifteen (15) calendar days for multiple mode of fuel transport using a combination of tanker, barge, Roll-On-Roll-Out (RORO) vessels and tank trucks to NPC's power plant/delivery point.
6. Within twenty four (24) hours for pipeline transfers ex-depot.
7. Within fifteen (15) days for packaged fuel deliveries.

In the interest of providing reliable and uninterrupted power supply on SPUG areas, fuel delivery can be done on any day of the week. Notices of delivery schedules from NPC should not be served on Saturdays, Sundays and legal National holidays unless with prior notice to Supplier. In the case tank truck mode of delivery, NPC shall order fuel to supplier in quantities that will cover the full capacity of the tank truck such that no under loading of the tank truck shall occur.

In case the Supplier, without any justifiable cause as defined under GCC Clause 22, fails to deliver the fuel within the prescribed period stated above, resulting in delay in fuel delivery, Supplier shall pay NPC a penalty in an amount equal to one tenth of one percent (1.0 %) of the cost of the undelivered quantity per calendar day of delay reckoning from the succeeding day of the last day of the prescribed period until actual day of delivery was made. NPC shall inform Supplier of the occurrence of the penalty and shall also have the right to apply the provisions of GCC Clause 19 – Liquidated Damages.

ii. **Acknowledgement of Delivery Schedules/ETA Advises**

Supplier within twenty-four (24) hours upon receipt of notice from NPC, shall confirm acceptance of the delivery schedule requested by NPC or propose an alternative schedule if Supplier is unable to meet NPC's request. Such an alternative schedule shall be within delivery window requirement of NPC or the minimum inventory requirement of the plant.

Supplier shall notify NPC's receiving point of the expected arrival of delivery or in case of short haul delivery by seagoing vessels, the expected arrival at NPC SPUG receiving point as the vessel leaves Supplier's supply point. Notice from Supplier should be received at NPC SPUG receiving point at least twenty-four

(24) hours prior to arrival of delivery. Otherwise, all costs in case of delays or non-receipt of the delivery shall be for Supplier's account. The same shall also apply in case of unannounced deliveries. Where applicable, Supplier shall endeavor to dispatch notices of delivery to be received at NPC SPUG receiving point during office hours only.

For tank truck deliveries, and unless requested by NPC or during emergencies, Supplier shall deliver fuel during daytime only. However, barges, tankers and pipeline deliveries can be done any time of the day subject to the receipt of notice of delivery by NPC as provided above, except for delivery points where arrival of fuel deliveries is expressly required during daytime only as provided in Section IV - Schedule of Requirements.

iii. Coordination of Plant Operational Status

NPC, as necessary, shall advise Supplier of the status of its power plants/barges that will affect scheduling/arrival of the fuel delivery to the NPC's delivery points. NPC shall exert efforts to update Supplier on the status of its power plants weekly.

iv. Failure to Deliver Confirmed Delivery Order

In the event the Supplier is unable to deliver all or a portion of the confirmed delivery order under Item (e) above, NPC has the option to purchase supply from other sources to preclude any possibility for the fuel inventory level to reach critical level. Supplier shall reimburse NPC the reasonable and documented costs incurred by NPC over and above what it normally pays Supplier.

**Failure to deliver the total confirmed volume within the confirmed delivery schedule, the Supplier shall pay NPC a penalty in an amount equal to one tenth of one percent (1.0%) of the cost of the undelivered quantity per calendar day of delay until the total confirmed volume is delivered.**

v. Transfer to Other Delivery Points

NPC has the option to transfer oil-based fuel delivery to other delivery points of NPC through an Amendment to Order. Details of the transfer to other delivery points and costs are indicated on TS-10.1. Clauses (c) and (d).

vi. Failure to Supply the Firm Quantity

In the event Supplier fails to deliver wholly or partially the Firm Quantity for any or all of the power plants under the contract, NPC has the option to purchase the undelivered portion of the Firm Quantity for such month from other sources to preclude any possibility for the fuel inventory to reach critical level.

Supplier shall reimburse NPC the differential cost for said purchase, except if the cause for such failure to deliver is due to force majeure as specified in GCC Clause 22.

vii. Failure to Lift the Firm Quantity

NPC is obligated to lift the Firm Quantity. In the event NPC fails to lift wholly or partially the Firm Quantity for a particular month and the cause thereof is not due to force majeure as specified in GCC Clause 22, NPC shall exert all efforts to take the unlifted volume in the immediate succeeding month or transfer the same to other NPC's delivery points/power plants. In case of transfer, any documented and reasonable additional cost shall be for the account of NPC.

viii. Critical Fuel Inventory

In the event the fuel inventory of NPC SPUG power plant/barge reaches critical level (below the level as indicated in Section IV, Part II - Table of Delivery Points for Bidding), and NPC's firm quantity has not been fully delivered, NPC has the right to purchase on spot basis fuel supply from other sources and charge Supplier the differential cost plus 15% surcharge on said differential cost.

Moreover, except if the cause or causes for such under-delivery or non-delivery is due to force majeure as specified in GCC Clause 22, Supplier is also liable to pay NPC penalties and damages as specified in GCC Clause 19 if such critical fuel inventory situation results to plant load reduction/shutdown.

ix. Safety and Integrity of Receiving Ports

Accordingly, in the event that Supplier as confirmed by NPC at any time finds that the NPC SPUG receiving port conditions are unsafe for any cargo receiving operation, Supplier may upon notice to NPC and upon confirmation of NPC of the unsafe condition, suspend any delivery to such plant until the unsafe conditions identified by the Supplier are corrected. Supplier, in such event, shall not be held liable under the contract for failure to deliver or supply the required fuel delivery of the NPC nor liable for any demands, actions or proceedings of third persons in connection therewith.

x. Safety and/or Qualification of Delivery Vessels/Tank Trucks

Supplier warrants that Supplier's vessel/tank trucks including all equipment used for delivering fuel products to NPC meets all the safety requirements and standards and has undergone the required pre-qualification process and regular safety inspection and maintenance to meet safety requirements and standards of the Philippines.

Likewise, Supplier warrants that it has complied with all laws, rules and regulations pertaining to the environment, such as but not limited to the Philippine Coast Guard Memo Circular(s) on the Prevention, Containment, Abatement and Control of Oil Marine Pollution; DENR/NPCC rules and regulations regarding prohibition on the dumping of oil waste/bilge waters; and the Laguna Lake Development Authority (LLDA) requirements (when applicable).

Supplier shall be responsible and liable for all accidents including but not limited to oil spills attributable to Supplier's vessels/tank trucks and/or crew, and direct costs, charges, penalties and/or damages including loss revenue, shall be for the account of Supplier. Supplier shall indemnify and hold NPC free and harmless from any and all claims, demands, actions or proceeding of third

persons in connection therewith. Supplier's vessels shall be equipped with the required contingency measures and equipment for oil spill, oil fires and the like.

xi. Authorized Signatories to Fuel Orders/Receivers

Prior to first delivery, NPC shall provide Supplier the list including specimen signatures of all its authorized receivers of fuel deliveries at the NPC SPUG power plants/barges awarded to Supplier. Only authorized receivers shall be allowed to receive the fuel deliveries and sign the corresponding documents/receipts.

Moreover, NPC shall also advise Supplier the names and specimen signature of NPC's officials authorized to issue fuel orders. On the other hand, Supplier shall provide NPC the list of its authorized surveyors.

In the event that the NPC SPUG's authorized receivers are not present at the time of delivery, all reasonable and documented incidental expenses due to the delay of discharging, vessel transfer and other charges shall be for the account of the NPC as specified in Clause TS-10.1 (b) provided the notice requirement to NPC as specified in Clause TS-6.0, is complied with, otherwise all expenses incurred due to delays or non receipt of delivery shall be for the account of Supplier.

## TS-7.0 PRICES

### 7.1 Purchase Price

For and in consideration of the fuel to be supplied under this Contract and the faithful performance of the other obligations herein of Supplier, NPC shall pay to Supplier in NPC's checks a price in accordance with the following formula.

**a) Industrial Fuel Oil (Bunker):**

**Delivered Price = Bid Price +/- MOPS week on week price adjustments +  
Excise Tax + Delivery Cost + E-VAT**

**b) Industrial Diesel Oil :**

**Delivered Price = ([Bid Price +/- MOPS week on week price adjustments] x  
0.98) + (Biofuel Cost x 0.02) + Fuel Marking Fee + Excise  
Tax + Delivery Cost + E-VAT**

**Where:**

**Delivered price** = Applicable price of oil-based fuel at delivery point up to four (4) decimal places, Peso/Liter.

**Bid Price** = refers to the bid of the prospective supplier, less discounts given, (Bid – Discount), up to four (4) decimal places, Peso/Liter.

**MOPS week on week** = difference between average of the past week and



drum cost in case of fuel packaged fuel deliveries, except refillable drums.

E-VAT = Expanded Value Added Tax as provided in Republic Act No. 9337, amending the National Internal Revenue Code of 1997 as amended and BIR Revenue Regulations No. 16-2005, up to four (4) decimal places, Peso/Liter.

**For Industrial Fuel Oil :**

= **(Bid Price +/- MOPS Week on Week Adjustments + Excise Tax + Delivery Cost) x 0.12**

**For Industrial Diesel Oil :**

= **( [Bid Price +/- MOPS Week on Week adjustment] x 0.98 ) + ( 0.02 x Biofuel Cost ) + Fuel Marking Fee + Excise Tax + Delivery Cost ] x 0.12**

The delivered price based on the preceding formula shall be paid in Philippine Currency. The conversion factors of *1.0 Metric Ton (MT) = 6.5 Barrels (Fuel Oil only)* and *1.0 Barrel = 158.984 liters (Industrial Fuel Oil and Industrial Diesel Oil)* will be used, as required. **The total MOPS week on week price adjustment in Dollar/Bbl shall be converted to Peso/Liter. Convert the dollar to Peso using the Bangko Sentral ng Pilipinas (BSP) exchange rate at the end of the week.** In addition, the delivered price shall also be reckoned on the following:

- a. For oil tanker/ vessel/ barge/tank truck/package fuel deliveries, **price shall be the delivered price as specified in Section VI, Part III-Sample Computation for Fuel Supply on Per Order Basis** (NPC shall indicate the date and time of completion of delivery in the invoice while Supplier shall indicate the delivery location).
- b. For pipeline transfer, **price shall be the delivered price as specified in Section III, Part IV-Sample Computation for Fuel Supply on Per Order Basis** (NPC shall indicate the date and time of completion of pipeline transfer in the invoice).

In cases of Force Majeure as defined in GCC Clause 22, subject to mutual agreement between NPC and Supplier, the Supplier may source its fuel supply from other supply points and the price thereof shall be subject to negotiation between NPC and Supplier.

The Delivered Price of the Oil-Based Fuel per delivery point shall be in Peso per Liter as specified herein and shall be subject to quality adjustment pursuant to Clause TS-9.0. The Bid Price, Biofuel Cost and Delivery cost charged by the Supplier for the Oil-Based Fuel delivered under this Contract shall not vary from the Bid Price, Biofuel Cost and Delivery Cost quoted by the Supplier in its Bid. Said Bid Price, Biofuel Cost and Delivery Cost shall be valid for the duration of the supply period of the contract, including contract extension.

## 7.2 Total Contract Price

The Total Contract Price of the Fuel per delivery point shall be computed based on the following formula:

**Total Contract Price, Pesos = Delivered Price x Contract Quantity**

Where the Delivered Price shall be based on the formula in ITB Clause 24 and in the Financial Bid Form (Section IV, Part IV) the Bid, Discount, Biofuel Cost, Fuel Marking Fee, Excise Tax and Delivery Cost as bid. The Contract Quantity shall be the quantity as also indicated in the Financial Bid Form.

The Total Contract Price is expected to be consumed within the contract term. However, should there still be an available amount and volume left after the contract term, said contract term shall be extended until the full amount is consumed. **The contract extension shall not exceed a period of six (6) months after the end of the contract term.** The Total Contract Price and Contract Quantity shall be guided by the provisions of Clause TS-8.3, Contract Amount and Implementation.

## TS-8.0 PAYMENT

### 8.1 Invoicing and Documentary Requirements (Per Order Basis)

Supplier shall bill NPC for each fuel delivery and shall submit the billing claim and fuel ordering notice together with the following supporting documents. All documents are original except as indicated herein:

#### (a) Tank Truck Deliveries

- i. Original Invoice
- ii. Product Quality Certificate (last vessel shipment to depot and abbreviated test to depot source tank prior to delivery) – certified copy
- iii. ITDI Calibration Certificate – certified copy
- iv. BIR Withdrawal Certificate – certified copy (Stamped “MARKED FUEL” or if unstamped, provide copy of official receipt for payment of the Fuel Marking Fee from the BOC or BIR).
- v. Original Delivery Receipt/Note
- vi. Certification, Letter Agreement, Memorandum of Agreement or Contract between Supplier and its assigned fuel hauler – certified copy to be submitted for first claim of payment for fuel delivery.

Items i to iv are required as official supporting documents/attachments for payment processing. In case of Supplier assigned fuel hauler per Clause TS-10.1 (a) i, items v and vi shall be added as official supporting documents/attachments for payment processing.

#### (b) Tanker/Barge Deliveries

- i. Original Invoice
  - ii. Original Delivery Receipt/Note
  - iii. Laboratory Analysis Report and Product Quality Certificate – certified copy if supply tested was partially delivered and original copy if supply tested was fully delivered.
  - iv. Bill of Lading/Cargo Out-Turn Certificate (COC)/Bulk Stock Transfer Report (BSTR)
  - v. Cargo Intake Certificate (CIC)
  - vi. CIC(s) at preceding ports (For Multi-port only) – certified copy
  - vii. Volume Computation Sheet
  - viii. BIR Withdrawal Certificate (In cases of multiple deliveries, original copy must be attached to the first NPC port, Certified xerox copies must be attached to claims of succeeding deliveries indicating reference where original was attached). The BIR Withdrawal Certificate should be stamped "MARKED FUEL", or if unstamped, provide copy of official receipt for payment of the Fuel Marking Fee from the BOC or BIR).
  - ix. Tanker/Barge Sealing Plan
  - x. Cargo Statement After Loading (Carrier/Surveyor)
  - xi. Cargo Statement Before Discharge (Carrier/Surveyor) – original copy if surveyor issue.
  - xii. Statement of Facts (Load port/Disport) – original duplicate
  - xiii. On Board Quantity (OBQ) Certificate – original duplicate
  - xiv. Residual On Board (ROB) Certificate (Certificate of Dryness) – original duplicate.
  - xv. Certificate/Notice of Readiness
  - xvi. Calibration Table of Tanker/Barge (pre-submitted) - certified copy
  - xvii. Four Point Analysis (to be prepared by NPC and concurred by Supplier)
- The above documents are required as official supporting documents/attachments for payment processing.
- (c) Pipeline Transfer (Ex-Terminal/Depot)
- i. Invoice
  - ii. Original Delivery Receipt/Note
  - iii. Barge Loading Report indicating the beginning and ending meter reading
  - iv. Product Quality Certificate (PQC)
  - v. Calibration Certificate of the flow meter.
  - vi. BIR Withdrawal Certificate – certified copy (Stamped "MARKED FUEL" or if unstamped, provide copy of official receipt for payment of the Fuel Marking Fee from the BOC or BIR).
- The above documents are required as official supporting documents/attachments for payment processing.
- (d) Packaged Deliveries (Container Drum/Refillable Drum)
- i. Original Invoice
  - ii. Original Delivery Receipt/Note
  - iii. Product Quality Certificate (PQC) – certified copy

- iv. BIR Withdrawal Certificate – certified copy (Stamped “MARKED FUEL” or if unstamped, provide copy of official receipt for payment of the Fuel Marking Fee from the BOC or BIR).

The above documents are required as official supporting documents/attachments for payment processing.

**The Invoice for each delivery shall reflect the twelve percent (12%) E-VAT for both the product (oil-based fuel) and the delivery costs. In case of fuel importation by the Supplier, it is understood that the Supplier, as the importer of fuel supply, has already considered all costs in its bid. As such, all related importation documents shall be the responsibility of the Supplier. In no case shall the Supplier use the name of NPC in any of its fuel importation activities under the contract.**

In addition to the above, Supplier will provide a detailed price adjustment for the oil-based fuel actually delivered, as part of its billing (daily traded MOPS pricing) together with its certification under oath that the supplier's week on week price adjustments are based on the daily traded in MOPS.

Supplier shall also provide all other documents that may be required by NPC in connection with the Contract within ten (10) calendar days after receipt of request from the NPC.

## **8.2 Payment Terms**

All fuel deliveries made by Supplier and received by NPC SPUG power plants and barges within a particular billing month shall be paid by the NPC at the end of the following month, provided that all the requirements for payment stated above in Clause TS-8.1 are received by the NPC not later than the seventh (7th) day of the following month. Otherwise, every day of delay in the submission of the documents, or settling a disputed bill, or due to force majeure as specified in GCC Clause 22, shall extend the payment due date for the same number of days of the delay without penalty. All other billings complying with the payment requirements, undisputed, and not affected by force majeure shall be paid on due date. Otherwise, the late payments shall be subject to interest based on the ninety one (91) day T-bill rate prevailing on the due date as issued by the Bangko Sentral ng Pilipinas (BSP) for payment until full payment is made. If the due date falls on a holiday or non-working day, payment shall be made on the succeeding business day.

A sample computation for fuel supply on Per Order basis indicating the MOPS week on week adjustments and BSP values to be used on the payment of fuel deliveries, are specified in Section III, Part IV.

## **8.3 Contract Amount and Implementation**

NPC shall make, after every order, an accounting of the amount actually payable to the Supplier. This will determine the allowable unit/volume that may still be ordered from the remaining amount allotted for each oil based-fuel to conform to the remaining amount in the Total Contract Price. If during contract implementation, the Total Contract Price for this requirement would have been consumed

notwithstanding that the said requirements were not fully delivered in the units/volume contemplated, no further order and payments shall be made.

**The Supplier shall monitor its deliveries to ensure that the volume to be delivered is within the Total Contract Price and Contract Quantity. No payment shall be made by NPC for fuel deliveries in excess of the Total Contract Price and/or Contract Quantity.**

#### **8.4 Delayed/Prompt Payment**

Except when due to force majeure as specified in GCC Clause 22, non-payment of accounts in full on its due date shall be subject to interest corresponding to the average 91-day T-Bill rate prevailing on due date as issued by the Bangko Sentral ng Pilipinas (BSP) until the account is fully paid.

Likewise, Supplier shall grant NPC prompt payment discount if NPC pays before payment due date. The discount shall correspond to the average 91-day T-Bill rate as issued by BSP prevailing on the actual date of prompt payment.

#### **8.5 Payment in Case of Contract Termination**

In case of termination of this Contract as specified in GCC Clauses 23 to 26, NPC will pay any outstanding obligation on payment due date after the effective date of termination. In case of nonpayment, interest as stipulated above shall accrue on the outstanding amount.

### **TS-9.0 PENALTY ON FUEL QUALITY**

If the quality of the Oil-Based Fuel delivered is not within the guaranteed quality specifications, these shall be subject to rejection per Clause TS-11.1 (d), or corresponding penalty or adjustment as follows:

#### **9.1. Price Adjustments**

The price for products delivered by Supplier and accepted by NPC not conforming to the Guaranteed Fuel Specifications as specified in Section III, Part II – Technical Data Sheets “A” and “B”, are subject to adjustment (SA) as follows:

##### **a. Low Heating Value (LHV) Adjustment.**

If the Low Heating Value of the delivered Fuel is less than the guaranteed minimum Low Heating Value, Btu/lb., as specified by the Supplier and accepted by the NPC, price adjustment, up to four (4) decimal places, shall be applied as follows:

##### **For Industrial Fuel Oil (LHV = 17,399 to 17,200 Btu/lb.):**

$$\text{Adjustment Price LHV, } = \left(1 - \frac{\text{Actual LHV}}{\text{Guaranteed LHV}}\right) \times \text{Bid Price} \\ \text{Peso/Liter}$$

**Low Heating Value (LHV) below 17,200 Btu/lb. shall be rejected outright.**

**For Industrial Diesel Oil (LHV = 18,399 to 18,200 Btu/lb.):**

$$\text{Adjustment Price LHV, } = \left(1 - \frac{\text{Actual LHV}}{\text{Guaranteed LHV}}\right) \times [(0.98 \times \text{Bid Price}) + (0.02 \times \text{Biofuel Cost})]$$

Peso/Liter

**Low Heating Value (LHV) below 18,200 Btu/lb. shall be rejected outright.**

No bonus or upward adjustment in price will be allowed when the actual Low Heating Value (LHV) of the delivered fuel is more than the guaranteed minimum.

**b. Off-Specs Fuel Delivery.**

NPC shall impose a penalty of 10% of the delivered price (deductible) for any fuel delivery that is subject to Outright Rejection but accepted by the Plant due to critical inventory. The ten percent (10%) penalty shall apply to each parameter that is beyond the limits provided in Section III, Part II – Technical Data Sheets “A” and “B”.

This penalty shall apply for off specs deliveries on two (2) occasions only. Otherwise, it shall be a ground for contract termination pursuant to GCC Clause 23.

The above price adjustments shall be applied after full quantity deduction due to Free Water content and Bottom Sediment and Water (BS&W), or Water and Sediment, had been made from the total volume delivered based on NPC's analysis result. In case NPC has no capability to analyze % BS&W, then Supplier's submitted certificate of analysis shall be used. Sampling and analysis shall be in accordance with the standard ASTM standards and procedures as specified in Clause TS-11.0 and Section III, Part II – Technical Data Sheets “A” and “B”.

**TS-10.0 TRANSPORTATION**

10.1 The transport of the Oil-Based Fuel to the point of destination or such other named place of destination in the Philippines including oil carrier requirements are as follows:

**a) Mode of Delivery**

Supplier shall deliver the fuel in accordance with the Modes of Delivery as set forth in Section IV, Part II – Table of Delivery Points for Bidding. Supplier shall assure that the delivery of fuel shall meet the conditions of the receiving facilities at the plant site/delivery points as specified in said Table of Delivery Points.

In case of any deviations in the mode of delivery in order to meet confirmed delivery schedule and/or minimum inventory level of the NPC SPUG power plants and barges as set forth herein, any additional cost and logistical requirements to be undertaken for such deviation shall be the responsibility of the Supplier.

During deliveries, NPC and Supplier shall ensure availability of the necessary calibrated measuring instruments, i.e., thermometer, hydrometer, sampling bucket, water and product finding paste as well as gauging tape for all modes of delivery.

**i. Delivery by Tank Trucks**

Tank trucks to be used by the Supplier in the delivery of the fuel to the NPC SPUG power plants/barges shall be annually calibrated by the Industrial Technology and Development Institute (ITDI). The tank truck compartments and valves should be properly marked and sealed.

The NPC SPUG receiving points should be equipped with thermometer and density meter. In small plants without these equipment, the Product Quality Certificate (PQC) figures shall be used.

Supplier shall make deliveries using Supplier's-owned and/or contracted tank truck units at Supplier's expense. For the duration of the Contract and any renewals or extensions thereof, NPC agrees not to contract itself with any other party for the tank truck delivery of fuel requirements without prior written consent of the Supplier.

The Supplier, upon delivery of fuel by tank truck, shall present to the NPC the Original Invoice (or delivery document) covering the particular delivery for NPC's signature acknowledging receipt of delivery, and provide NPC duplicate copy of the same. The original copy of the invoice/delivery document shall be retained by the tank truck for submission to Supplier's office for billing purposes and transmitted to NPC's office together with all the required supporting documents as specified in Clause TS-8.1 (a) not later than the 7th day of the month where payment is due.

The Supplier may contract or assign a fuel hauler to deliver its fuel by tank truck to NPC SPUG delivery points or plant sites. In this case, the Supplier's hauler delivery receipt shall be presented to NPC covering the particular fuel delivery for NPC's signature acknowledging receipt of delivery. A duplicate copy of the delivery receipt shall be provided to NPC and the original copy of the same shall be retained by the Supplier's hauler for submission to the Supplier for billing purposes.

The Supplier is required to submit a document, i.e. certification, letter agreement, memorandum of agreement or contract, as proof that said fuel hauler was contracted or assigned by the Supplier to deliver NPC's fuel requirements. Said document shall be required as supporting document in the processing of payment of fuel deliveries to NPC. All costs involved in the delivery of fuel to NPC by the Supplier's hauler shall be at the expense of the Supplier and no additional cost to NPC.

In case of deliveries by tank truck wherein NPC hauler will pick up the fuel at the delivery point, particularly a pier or port, and its fuel cargo shall be transferred to drums or barges, the following conditions shall apply:

- (a) All costs, fees and charges, as well as necessary permits and clearances, relative to the delivery and unloading of fuel at the pier or port shall be under the responsibility of the Supplier considering that said fuel is still under the ownership and custody of the same. These are port entrance fees, permits and clearance pertaining to the entry, unloading and transfer of fuel to drums

or barges at the pier or port and other related expenses and documentary requirements.

- (b) All costs, fees and charges, as well as necessary permits and clearances, relative to the receipt and release of the fuel at the pier or port shall be under the responsibility of NPC, through its contracted fuel hauler. These are wharfage fees, arrastre charges, PPA, PCG and MARINA permits and clearances and other related expenses and documentary requirements. The fuel is under the custody of the contracted fuel hauler and will be turned over to NPC.

**ii. Delivery by Tanker/Vessel/Barge**

Tanker/Vessel/Barges to be used by the Supplier for fuel delivery to NPC SPUG shall be subject to NPC's prior approval. Supplier shall for this purpose, submit to NPC, the vessel particulars, personnel complement, VCFs, calibration tables/trim correction table, certificate issued by concerned regulatory agencies and the like, for the NPC's approval prior to use.

Supplier, subject to NPC SPUG specific requirements in a particular delivery point, shall determine the appropriate tanker/vessel/barge capacity to be used to fulfill NPC's requirement. It is preferred that the tanker/vessel/barge capacity shall not be smaller than that indicated for each delivery point per Section VII, Part II – Table of Delivery Points for Bidding. However, depending on available ullage at the time of delivery and the draft limitation at the location, Supplier and NPC may agree to use smaller tanker/vessel/barge.

Supplier shall make its deliveries using Supplier's owned and/or contracted vessels at Supplier's expense. For the duration of this Contract and any renewals or extension thereof, NPC agrees not to contract itself with any other party for the tanker/vessel/barge delivery of its fuel requirements without prior written consent of the Supplier.

The tanker/vessel/barge upon and after delivery shall present to NPC the Cargo Outturn Certificate (COC), Quality Certificate, Cargo Intake Certificate (CIC), Volume Computation Sheet, Cargo Statement (After Loading and Before Discharge), Statement of Facts (Loadport and Disport), BIR Withdrawal Certificate, On Board Quantity and Residual on Board Certificate, Sealing Plan and other documents covering the particular delivery.

The NPC's representative shall affix his signature on the COC signifying receipt of the delivery. Supplier shall provide NPC a duplicate copy of the above documents and original copy, if required. The COC shall be the basis for the Supplier's invoice preparation. However, volume for payment shall be determined as provided for as specified in Clause TS-11.1 (c). In case of delivery involving multi-port discharging, the invoice shall reflect the COC for the first delivery point, the received volume of the preceding port(s) and the ROB of the immediate preceding port.

The original copy of the invoice including all required supporting documents as specified in Clause TS-8.1 (b) shall be submitted by the Supplier, for billing purposes, to the NPC's office not later than the 7th day of the month where

payment is due. Failure of the NPC SPUG's representative to sign these documents to acknowledge receipt of the fuel delivery within twenty four (24) hours after the required settling time without filing a protest shall mean that NPC has waived his right to protest the contents of the documents and automatically agrees and adopts all the figures reflected in the said documents (except errors in computation). In case of protest by NPC, NPC shall indicate "Under Protest" in the COC of the Supplier or may be done formally in writing in the case of serious situation affecting volume measurements.

All tankers/vessels/barges shall have an independent third party surveyor appointed by and at the expense of the Supplier to undertake the volume measurements witnessed and concurred by the NPC SPUG's representative.

In case delivery will require the use of a marathon hose to NPC's receiving flange, the Supplier shall provide and install the same at no cost to NPC.

**Start of pumping time for discharging of fuel shall be between 0500H to 1700H only.**

**iii. Delivery via Pipeline Transfer (Ex-Terminal/Depot)**

Delivery points with an NPC contracted hauler may withdraw fuel directly from the Supplier's facilities via pipeline transfer. Such deliveries shall be free from any pipeline and/or pumping charges/fees or if Supplier has cost incurred, this shall form part of his transshipment cost.

Supplier shall, upon and after delivery, present to NPC the required documents covering the pipeline transfer as prescribed in Clause TS-8.1 (c). The NPC's representative shall affix his signature on the Barge Loading Report, signifying receipt of the delivery. Supplier shall provide NPC a duplicate copy of all the required documents and the original copy, if required. The Barge Loading Report shall be the basis for the Supplier's invoice preparation. However, volume for payment shall be determined as specified in Clause TS-11.1 (c). The original copy of the invoice including all required supporting documents as specified in Clause TS-8.1 (c) shall be submitted by the Supplier not later than the 7th day of the month where payment is due.

Failure of the NPC's representative to sign the invoice or Barge Loading Report to acknowledge receipt of the fuel delivery without filing a protest shall mean that NPC has waived his right to protest the contents of the documents and automatically agrees to adopt all the figures reflected in the said documents (except errors in computations). In case of protest by NPC, NPC shall indicate "Under Protest" in the Barge Loading Report of the Supplier, or may be done formally in writing in the case of serious situation affecting volume measurements.

The NPC contracted hauler's compliance to the standard requirements of the Maritime Industry Authority (MARINA) shall be sufficient for the concerned Supplier to allow withdrawal of fuel by the NPC contracted hauler from the Supplier's refinery, terminal or depot, provided, however that Supplier shall not be liable for any and all claims for damages, monetary or otherwise, arising from the fault and/ or negligence of the hauler/s.

In case Supplier will not allow NPC Hauler to directly withdraw fuel at its refinery, terminal or depot and instead assign a different delivery point, i.e. nearest port, pier or wharf using tank trucks for unloading of fuel cargo to the NPC Hauler, Supplier shall bear all cost involved for the change in the delivery point, which includes but not limited to, freight cost, port fees and others. Considering that the mode of delivery had been revised from pipeline transfer to tank truck, the invoicing and documentary requirements for payment of fuel for tank truck deliveries shall apply. The change in delivery point and mode of fuel delivery made by the Supplier shall not incur any additional cost to NPC.

#### **iv. Packaged Fuel Deliveries**

Packaged fuel deliveries shall be made using container steel drums of 210 liters capacity. Supplier shall guarantee the volume content of each drum. NPC reserves the right to check the volume or the quantity of fuel in the container drums.

**In case of refillable drums, the number and capacity of the drums should be sufficient to sustain the monthly fuel requirement of the power plant or barge.**

Supplier shall provide packaging of the fuel as required to prevent spillage or contamination during transit to its final destination. The packaging should be properly sealed and sufficient to withstand, without limitation, rough handling during transit and open storage.

Details of the packaged fuel deliveries are indicated on Clause TS-13.0, Packaging.

For all modes of delivery stated herein, the NPC and Supplier's representatives should be present for each fuel delivery or transfer in order to witness, validate and confirm the quality and quantity of fuel delivered and preclude discrepancies in the processing of payment.

The absence of either party to witness, validate and confirm the quality and quantity of the fuel delivery shall constitute as a waiver on the part of the party absent and thus the quality and quantity determined during the time of delivery shall be final and to be used as basis for payment of fuel deliveries.

Supplier shall properly observe the above requirements for convenience and safety. Possible damages resulting from non-compliance thereof shall be for the account of Supplier.

#### **a) Demurrage Charges**

Demurrage incurred by domestic tankers/vessels/barges for fuel deliveries shall be for the account of Supplier or NPC based on the following:

Berthing arrangements by
(NPC) <span style="float: right;">(Supplier)</span>

## SECTION III - TECHNICAL SPECIFICATIONS

i. Vessel arrival outside agreed delivery berthing window at point of destination	Supplier	Supplier
ii. Vessel arrival within agreed delivery berthing window but in conflict with:		
1. Other vessels directly or indirectly connected with NPC	NPC	NPC
2. Other vessels not connected with NPC	NPC	Supplier
iii. Vessel arrival within agreed delivery berthing window:		
1. but no ullage	NPC	NPC
2. no berth available	NPC	Supplier
3. cannot berth due to problem on vessel and/or crew	Supplier	Supplier
4. low vessel pumping rate	Supplier	Supplier
iv. Vessel waiting time due to off-specs delivery	Supplier	Supplier
1. Supplier's quality analysis		
a. off-specs (no umpiring needed)	Supplier	Supplier
b. umpiring results		
- within specs	NPC	NPC
- off-specs	Supplier	Supplier
v. Vessel waiting time due to delayed arrival of Supplier's representative and/or surveyor and/or laboratory result	Supplier	Supplier
vi. vessel waiting time due to delayed arrival of NPC SPUG representative and/or NPC's laboratory result	NPC	NPC
vii. Vessel's prolonged pumping time:		
1. due to shore limitations	NPC	Supplier
- Supplier's and/or Supplier-arranged berthing facilities	Supplier	Supplier
- NPC'S and/or NPC-arranged berthing facilities	NPC	NPC
2. due to reasons attributable to vessel and/or crew	Supplier	Supplier
viii. Vessel is required to unberth and		

re-berth due to:

- |  |          |          |
|--|----------|----------|
| 1. problems attributable to NPC  | NPC      | NPC      |
| 2. problems attributable to vessel and/or crew, or on the initiative of Supplier | Supplier | Supplier |

Laytime and demurrage shall be computed based on the actual Charter Party Agreement. This Agreement stipulates the terms and conditions pertaining to freight and demurrage rate and defines the responsibility of the vessel owner and charterer, in this case the Supplier. Supplier shall furnish NPC a copy of the pertinent demurrage clause of the Charter Party Agreement within 30 days from the Notice of Award. Vessel arrival should be within berthing window and discharging of cargo should be completed within reasonable time.

In case of a situation where it cannot be established which party is responsible, this matter shall be mutually resolved within ninety (90) calendar days from date of receipt of delivery.

Demurrage charges against the NPC shall be supported with payment computations and shall be submitted and received by NPC within sixty (60) calendar days from date of receipt of delivery. Otherwise, Supplier shall have waived its right to claim such demurrage charges.

#### **b) Transfer Costs**

Vessel transfer costs shall be absorbed by Supplier or NPC based on the following conditions:

- |   |          |
|---|----------|
| i. Due to NPC's request/fault   | NPC      |
| ii. Due to Supplier's initiative  | Supplier |
| iii. Due to rejection of fuel delivery provided reason is legitimate, example, fuel does not meet specification, is contaminated, and/or free water is more than 1% by volume (total or per compartment). | Supplier |

#### **c) Transfer to other Delivery Points (Amendment to Order)**

In case of emergency, such as impending fuel run out due to critical fuel inventory and other reasonable causes, NPC may transfer the oil-based fuel delivery to other delivery points of NPC through an Amendment to Order pursuant to Annex "D" – Contract Implementation Guidelines for the Procurement of Goods, Supplies and Materials, of the Revised IRR of R.A. 9184. Cost of transfer in such cases shall be for the account of NPC. In addition, the bid, biofuel and delivery costs shall be as follows:

- i. a. In case the source and recipient power plants/delivery points are supplied by the same supplier, the cost of bid, biofuel and delivery cost of the recipient power plant/delivery point shall be used as reference for payment of fuel deliveries.
- b. In case a power barge is transferred to a location where a power plant/barge is already existing and operating with a fuel supply from the same supplier, the

bid cost, biofuel and delivery cost of the existing power plant/barge shall be used as reference for payment of fuel deliveries to the transferred power barge.

- ii. If during the contract implementation, the delivery point of a particular power plant or barge differs from the contract of the supplier, the bid and biofuel costs shall be maintained but the delivery cost shall be subject to negotiation.
- iii. The transfer of fuel shall not be limited to the power plants/delivery points as specified in the contract. Transfer of fuel deliveries can be executed from one supply contract to another provided that said contracts belong to the same supplier and being implemented on the same year. Provided further that before any transfer may be made from one contract to the other, the quantity and/or amount of fuel of the recipient power plant/delivery point has already reached its critical inventory level. In this case, the bid, biofuel and delivery costs of the recipient power plant/delivery point shall be used as basis for payment of fuel deliveries.

**The amended contract quantity and total contract price of the recipient and source power plants/delivery points should not be exceeded. Hence, no payment shall be made for fuel deliveries in excess of the amended contract quantities and total contract prices of the concerned power plants/delivery points.**

- iv. NPC has the option to consider a new or alternate delivery point not included in the contract by way of Amendment to Order. The volume shall be taken from any of the delivery points covered by the supplier's contract. The bid, biofuel and delivery cost shall be subject to agreement by both parties.
- v. Provided that, in no case shall the delivery of fuel as a result of the transfer to the other delivery point in the cases enumerated herein be affected by the issue(s) on the bid and/or delivery cost.

In case Supplier at its own initiative elect to transfer a delivery due to rejection or failure of the NPC to accept, NPC has no obligation to pay Supplier any cost resulting from the transfer of the delivery.

#### **d) Transfer of Ownership and Risk**

Ownership of the Oil-Based Fuel shall pass to NPC when the product is received at NPC's power plant or delivery point as specified in Section IV, Part II - Table of Delivery Points for Bidding. Whereas, for power plants with NPC contracted hauler, ownership of the oil-based fuel shall pass to NPC when the product is received at the delivery point or withdrawn from the Supplier's source, i.e. refinery, terminal, depot, storage tank or from other stock points.

Supplier shall assume risk of loss and/or damage and/or accidents such as but not limited to, oil spills, pilferage and loss due to fire while product on board vessels/product haulers of the Supplier is in transit from Supplier's Refinery/Terminal/Depot/Stock Point to NPC SPUG delivery reference points. For this purpose, Supplier shall insure the fuel while in it's custody for the full reinstatement value of the product.

Custody over the fuel shall pass to NPC from the Supplier in accordance with the delivery reference points as specified in Clause 2.1 (j).

**e) Cancellation/Relocation of Fuel Supply**

In the event the operation of any of NPC's power barge is transferred to other location/site for any reason whatsoever, and said location/site is outside of Supplier's area of coverage, Supplier's obligation to supply the fuel requirements of said power barge is extinguished and NPC has the right to source the fuel from other sources. All other supply requirements in this Contract shall however, remain in full force and effect.

If the new site of NPC's power barge supplied by the Supplier is within the area of coverage of the Supplier and there is no reference delivered price at the new site, Supplier shall continue to supply at the new location site at the delivered price per Clause TS-7.1 Purchase Price. The bid price and bio fuel cost shall be maintained and the delivery cost shall be negotiated by NPC and the Supplier. If no agreement is reached, fuel supply by Supplier to said location is deemed terminated.

For purposes of clarification, the area of coverage shall refer to the Supplier's capability, complete of facilities for storage, handling and logistics, to supply and deliver the fuel requirements of NPC at a certain area or locality within the Philippines.

**TS 11.0 INSPECTION AND TESTS**

11.1 The inspections and tests that will be conducted are:

**(a) Fuel Compatibility**

Every fuel delivery to NPC SPUG power plants and barges shall be subject to compatibility tests (ASTM D-4570-95 or higher with Reference Spot No. 2 as minimum acceptance limit) to prevent coagulation, stratification and other adverse conditions due to unstable/unsuitable properties of the fuel. The fuel source, refining process and stability of the fuel when co-mingled with existing fuel stocks shall be declared by the Supplier.

The Supplier shall be held liable for costs, expenses and damages, including removal of contaminated stock, resulting in the coagulation and stratification of the fuel in NPC SPUG storage tanks and/or fuel pipeline systems due to the Supplier's fuel deliveries.

In case NPC opts to source from another supplier, the responsibility for fuel compatibility shall be shifted to the incoming supplier. However, should Supplier advise NPC of the incompatibility of their fuel with the NPC's initial fuel inventory and NPC does not heed the Supplier's advise, responsibility for incompatibility problems shall revert to the NPC.

**(b) Quality Determination**

The quality of fuel delivery shall be determined in accordance with applicable ASTM standards/procedures or other mutually accepted standards/procedures as specified in Section III, Part II – Technical Data Sheets "A" and "B". Supplier shall furnish NPC the Quality Certificate for each and every fuel delivery via tanker/barge, pipeline, tank truck and packaged fuel deliveries. NPC SPUG, prior to receipt of delivery, shall take samples and composite them into three parts using ASTM-D4057. The three composite

samples shall be distributed to NPC, Supplier and the remaining sample for NPC SPUG safekeeping in case of umpiring.

NPC SPUG shall conduct analysis of its fuel sample to determine its conformance to the guaranteed specifications. Results of analysis of NPC SPUG shall be used in making applicable price adjustments under this contract. In cases where the NPC SPUG power plant or barge has no capability to analyze on-site, Supplier's certificate of analysis shall be used as basis of delivery acceptance. However, the NPC has the option to validate the certificate of analysis by taking samples from the Supplier's source tank. The samples shall be analyzed by a third party laboratory acceptable to both parties or at the Supplier's laboratory to be witnessed by the NPC's representative. For purposes of price adjustment, the NPC may use as basis the Certificate of Analysis issued by a third party laboratory designated by the NPC and accepted by the Supplier.

#### **(c) Random Fuel Quality Test**

Fuel deliveries shall be subject to random – unannounced quality testing to ensure that the fuel used by NPC SPUG power plants/barges is free from contamination and within the guaranteed quality specifications. The random testing shall be done at selected NPC SPUG power plants/barges during the contract duration. The fuel samples shall be taken from the Supplier's vessel/barge and tank trucks to be witnessed and concurred by the vessel/barge captain/tank truck driver and NPC SPUG power plant/barge representative. The taking of samples and analysis shall be conducted pursuant to item (b) Quality Determination. The samples shall be checked for contamination and analyzed by an oil industry accepted Third Party laboratory. If the results of the above laboratory tests show that the fuel is within the Guaranteed Fuel Specifications (Technical Data Sheets "A" and "B"), testing cost shall be for the account of the NPC. Otherwise, said costs shall be shouldered by the Supplier.

If the results of the random test analysis indicate that the fuel is contaminated and/or its quality is not within NPC's Guaranteed Fuel Specifications, the Supplier shall be subjected to a penalty of ten percent (10%) of the delivered price (deductible) for the full quantity of fuel delivered at the selected NPC SPUG power plant/barge. The ten percent (10%) penalty shall apply to each parameter (excluding low heating value) that is beyond the limits provided in the Technical Data Sheets "A" and "B". The repeated occurrence of contaminated or off specs fuel deliveries under the random testing shall be considered as unsatisfactory performance of the Supplier's obligations under the contract.

#### **(d) Quantity Determination**

Quantity/volume measurements of NPC's receiving tanks and Supplier's source tanks shall be done in accordance with ASTM D-4057 for volume measurements. NPC shall ensure full isolation of its receiving storage tank/fuel barge during receipt of delivery from Supplier.

NPC and Supplier must ensure that their tanks are calibrated by duly certified and accredited independent surveyor. NPC shall provide Supplier copies of calibration tables of NPC SPUG receiving tank/fuel barges. Supplier shall also provide NPC copies of calibration tables of Supplier's source tank(s) and delivery tanker/barges. Likewise, Supplier shall also provide NPC valid ITDI Calibration Certificates of its tank trucks, in

case of tank truck deliveries. NPC and Supplier shall update each other of any changes in calibration tables of their respective tanks and delivery vessels from time to time.

Volume of fuel deliveries at air shall be net of Free Water content and rounded off to zero (0) decimal places. On the other hand, volume for payment for all modes of delivery, **except container drum deliveries**, shall be corrected to 15°C billing temperature and net of Bottom Sediment Water (BS&W), or Water and Sediment (W&S), using NPC analysis on BS&W prior to rounding-off to two (2) decimal places. In cases where NPC delivery points have no capability to analyze BS&W, the adjustment, if any, shall be based on Supplier's certificate of analysis, which is subject to validation as specified in Item b) above.

Free Water shall refer to the quantity of water inside the compartments of delivery vessels, i.e oil tanker, vessel, barge and tank truck or lorry. Free water content shall be determined prior to taking samples for analysis pursuant to item b) above. Free Water shall be determined and measured by sounding using steel tape with water finder paste. For tank truck or lorry deliveries, Free Water content shall be measured by draining the tank truck/lorry compartments using graduated containers. Fuel deliveries or fuel in any compartment of delivery vessels with Free Water content that is more than one percent (1%) by volume shall be rejected outright.

i. **Quantity/Volume Reconciliation (*Per Order Basis*)**

Quantity/volume of fuel delivery for payment purposes shall be corrected to 15°C reference temperature and reconciled in accordance with the following procedure:

1. **Tanker/Barge/Pipeline deliveries (Single Port):**

If NPC's received volume plus ROB is equal to or above Bill of Lading (B/L) quantity, NPC shall pay B/L quantity net of ROB.

If NPC's received volume plus ROB is below B/L quantity, NPC shall pay actual volume received.

If NPC's receiving tank is not isolated or is in-service during receipt of delivery.

a) Volume for payment shall be Vessel Figure Before Discharge (VFBD) net of ROB corrected to 15°C if VFBD net of ROB is lower than B/L. Otherwise, if VFBD volume is higher than B/L, volume basis for payment shall be based on B/L quantity net of ROB.

b) In case of tank-to-tank transfers, volume basis for payment shall be based on B/L quantity.

2. **Tanker/Barge Deliveries (Multi-Port):**

For the First Port:

a) If as-received volume is greater than B/L quantity less vessel ROB, NPC shall pay based on B/L quantity less vessel ROB corrected to 15°C.

- b) If as-received volume is below B/L quantity less vessel ROB, NPC shall pay actual volume received.

For Succeeding Ports:

- a) If as-received volume is greater than B/L quantity less as-received volume at preceding port(s) less vessel ROB at current port, NPC shall pay based on B/L quantity less as-received volume at preceding port(s) less vessel ROB at current port.
- b) If as-received volume is equal or below B/L quantity less as-received volume at preceding port(s) less vessel ROB at current port, NPC shall pay actual volume received.

Refer to Section VI, Part III - Diagram and Treatment of Multi Port Deliveries, for details. In case the B/L quantity is not available for reasons that simultaneous loading from the source tank cannot be completely avoided, the actual Vessel Figure After Loading (VFAL) shall be used instead. In addition, if the NPC's receiving tank is non isolated or in-service during receipt of delivery, the as-received volume (CIC) shall be equal to the Vessel's Figure Before Discharge (VFBD) less ROB.

3. Tank Truck Deliveries:

For tank truck deliveries, volume for payment shall be based on tank truck gauge marker equivalent volume corrected to 15°C using density and temperature measurements made by NPC on tank truck oil compartments prior to receipt of delivery and applicable ASTM tables and standards. In the absence of density measurements by NPC, the density indicated in the Certificate of Analysis provided by Supplier shall be used.

**In case the tank truck has (a) no valid calibration certificate, (b) missing, movable or not fixed gauge marker(s) or (c) compartments and valves that are not sealed or inappropriately sealed, the volume for payment shall be the "As Received" volume at NPC's storage tank.**

4. Packaged Fuel Deliveries

The volume for payment shall be based on (a) ambient/air temperature for container drum deliveries and (b) "As Received" at the power plant site or barge storage tank and corrected to 15°C for refillable drum deliveries.

These volume measurements shall be net of Free Water Content and BS&W pursuant to items (b) and (c) above. Fuel deliveries for payment for each delivery point in the Contract shall be reckoned from the 25th noon of the month immediately preceding the delivery month up to the 25th noon of the delivery month (billing period.)

**For Power Plants/Delivery Points with concerns or issues regarding fuel delivery (Quantity and Amount), reconciliation shall commence from the start of the implementation of the contract. Any claims pertaining to reconciliation for the contract shall not be beyond six (6) months from the contract period or contract extension.**

**(e) Rejection**

**i. Rejection Limits**

Prior to actual discharging of deliveries, NPC reserves the right to perform tests and quality analyses of the fuel properties as specified in Section III, Part II – Technical Data Sheets “A” and “B”.

If the result of such test or analyses falls outside any of the reproducibility/precision limits defined in the applicable standard, NPC reserves the right to reject the fuel delivery.

For packaged fuel deliveries, NPC reserves the right to reject the delivery if the container steel drum (a) weights below 188.2 kgs gross or 172.2 kgs net, (b) has no seal or broken seals, or (c) are in a state of rapid deterioration. In case of refillable drums of 210 liters capacity, NPC likewise reserves the right to reject the delivery if the said drums are (a) not sealed or has broken seals or (b) in a state of rapid deterioration. However, for refillable drums with less than 210 liters capacity which has no provision for sealing or cannot be sealed, the delivery may be accepted except (a) if the fuel in the drums is contaminated with water or other impurities and (b) the drums are in the state of rapid deterioration.

All costs and charges in connection with the rejection shall be for the account of the Supplier, except when due to the fault of the NPC.

**ii. Delivery Rejection**

NPC shall, at no cost to NPC, have the right to reject any delivery of fuel that does not satisfy the Guaranteed Fuel Specifications as specified in Section VI, Part II – Technical Data Sheets “A” and “B”. Likewise, NPC has the right to reject the fuel delivery or the fuel in any tank/compartment of tank truck or tanker/vessel/barge, if this contains Free Water, or is contaminated with water, more than one percent (1%) by volume. NPC also has the right to reject fuel delivery if the tank truck, tanker, vessel or barge compartments are not sealed or inappropriately sealed.

For all modes of fuel delivery, the PQC and COC (tanker/vessel/barge delivery) shall be submitted during delivery of fuel. Non-submission of these documents during fuel delivery shall be a ground for rejection.

NPC may exercise its right to reject fuel delivery prior to its pumping/transfer. The moment the product has been pumped or transferred to NPC's receiving/storage tanks, NPC is deemed to have waived its right to reject. The NPC however reserves the right to stop pumping and reject the remaining product of the delivery in the event of any observed abnormalities or discrepancies affecting product quality. In case of critical fuel inventory, NPC may decide to receive the delivery subject to price adjustments as specified in Clause TS-9.0, Penalty on Oil-Based Fuel Quality.

In the event of a delivery rejection, the Umpire Sample obtained as specified in Item b) above shall be retrieved by the Supplier and/or the third party surveyor from the NPC. This sample shall then be tested by an independent laboratory mutually acceptable to the parties. If the results of the above laboratory tests show that the product is within the Guaranteed Fuel Specifications (Technical Data Sheets "A" and "B"), testing cost shall be for the account of the NPC. Otherwise, said costs shall be shouldered by the Supplier.

In the event NPC rejects a fuel delivery and Supplier cannot deliver a replacement as required, NPC may source the equivalent volume of such delivery from other sources and any differential cost shall be for the account of the Supplier. If delays in fuel replacement or sourcing results to plant load reduction/shutdown, penalties and damages as specified in GCC Clause 19 shall also be charged to Supplier.

iii. Appeal on Rejections

In case of rejection of any fuel delivery, Supplier may, within twenty-four (24) hours from notice thereof, appeal in writing such rejection; provided, however, that if the rejected fuel delivery is immediately transferred at the initiative of the Supplier to other ports/destination prior to completion of the third party analysis, Supplier loses its right of appeal as well as the right to charge any costs including but not limited to transfer and demurrage costs even if the results of the analysis conform with the Guaranteed Fuel Specifications.

## **TS-12.0 INCIDENTAL SERVICES**

- 12.1 The Supplier is required to provide free of charge to NPC any or all of the following services, including additional services, if any:
- a. Supervision of delivery of the supplied Oil-Based Fuel requirements;
  - b. Technical assistance, such as the provision with technical information and operation of instruments, apparatus and equipment necessary for the utilization, handling and disposition of fuel purchased from the Supplier, including laboratory correlation, if necessary.
  - c. In-house and field trainings, seminars and technical services relevant to fuel utilization, supply, transfer, storage, handling, safety and environmental concern activities.

## **TS-13.0 PACKAGING**

- 13.1 In the case of deliveries by container drums, the Supplier shall provide such packaging of the fuel as required to prevent spillage or contamination during transit to its final destination. The packaging should be sufficient to withstand, without limitation, rough handling during transit and open storage.
- 13.2 Packaged fuel deliveries shall be made using container steel drums. Supplier shall guarantee 210 liters content of each drum. NPC reserves the right to check the volume or quantity of fuel in the drum.
- 13.3 The packaging must be clearly marked as follows :

Name of Procuring Entity : National Power Corporation  
 Name of Supplier :  
 Contract Description :  
 Product Name :  
 Final Destination :  
 Gross Weight :  
 Net Weight :

- 13.4 In case of deliveries by refillable container drums, the Supplier shall provide such packaging of the oil-based fuel as required to prevent spillage or contamination during transit to its final destination. The packaging should be sufficient to withstand, without limitation, rough handling during transit and unloading at the delivery point.  
 The refillable drums shall be owned and maintained by the Supplier. The Supplier shall retrieve empty drums after unloading its contents at the delivery point.

#### **TS-14.0 INSURANCE**

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

#### **TS-15.0 PRIVATIZATION**

- 15.1 In the event that NPC's power plant or barge ceases operations due to a New Power Provider (NPP) take over in a certain area, permanent connection to the main grid, damage through accidents or natural disasters and other reasonable causes, NPC has the option to assign the contract of the affected power plant/barge to other NPC power plants/barges.
- 15.2 In case the ownership, possession or operation of NPC power plant or barge is transferred to another entity or management of fuel is transferred to another entity as a result of privatization, any of the following shall govern, at the option of NPC;
- a) The contractual obligations of NPC under this Contract shall be transferred to the new owner/operator of the power plant/barge subject to the written consent of the Supplier and the new owner/operator of the power plant/barge.
- Should the consent of the Supplier and the new owner/operator of the power plant/barge cannot be secured, the contract shall cease to have force and effect;
- b) Pre-termination of the Contract, provided that written notice is given by NPC to the Supplier at least thirty (30) days prior to its termination.
- c) Assign the contract to any of the NPC power plants or barges.
- 15.3 The above provisions shall be without prejudice to payment of claims which were incurred prior to the transfer of the contractual obligation or termination of the Contract.

SECTION III

**TECHNICAL SPECIFICATIONS**

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

## PART II - TECHNICAL DATA SHEETS

### SUPPLY AND DELIVERY OF OIL-BASED FUEL TO SPUG POWER PLANTS AND BARGES FOR CY 2022

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

#### 1.0 TECHNICAL DATA

ITEM	DESCRIPTION	NPC REQUIREMENT	SUPPLIER'S DATA
1	DIESEL OIL SPECIFICATIONS	Refer to Attachment "A"	

Name of Bidder :

\_\_\_\_\_

Signature of Bidder :

\_\_\_\_\_

ITEM 1 - DIESEL OIL SPECIFICATIONS

Property	Unit	ASTM Method	NPC REQUIREMENT		SUPPLIER'S DATA			
			Min.	Max.	Min.	Max.	Comply / Not Comply	
1. Density @ 15°C	OR	kg/L	D-1298	0.82	0.88			
2. Kinematic Viscosity @ 40 °C	OR	cSt	D-445	1.7	5.5			
3. Flash Point	OR	°C (°F)	D-93	55 (131)				
4. Pour Point	OR	°C (°F)	D-97		10 (50)			
5. Cloud Point *	OR	°C (°F)	D-2500		16 (60.8)			
6. Ash	OR	% wt.	D-482		0.01			
7. Sulfur	OR	% wt.	D-4294 / D-129		0.30			
8. Water and Sediment	OR	% vol.	D-2709		0.10			
9. Water Content (by distillation)	OR	% vol.	D-95		0.10			
10. Calorific Value, HHV		Btu/lb	D-240 / D-4868 /	19,600				
LHV		Btu/lb	D-4809	18,400				
	SA	Btu/lb		18,399 - 18,200				
	OR	Btu/lb		below 18,200				
11. Others								
a. Distillation Temperature 90% Recovery	OR	°C	D-86		Report			
b. Carbon Residue, 10% Bottoms	OR	% wt.	D-4530-85		0.35			
c. Cetane Index	OR		D-976	45				
d. ASTM Colour			D-1500		5.0			
e. Sediment (by extraction)	OR	% wt.	D-473		0.01			
f. Copper strip corrosion, 3 h at 50 °C			ASTM D-130		No. 1			
g. FAME content	OR	% vol.	PNS EN 14078 modified	1.7				
h. Methyl laurate (C12 ME)		% wt.	PNS EN 14331 modified	0.8				
i. Free Water	OR	% vol.	Refer to TS 11.0 (c) for procedure.		1.0			

Note:

OR - Outright Rejection

SA - Subject to Price Adjustment per Clause TS-9.0, Section VI, Part I - Technical Specifications of the Bid Documents.

\* For Kabugao DP, Lot - Cagayan and Lot - Batanes, the maximum limit is 10 °C (50 °F).

Name of Bidder : \_\_\_\_\_

Signature of Bidder : \_\_\_\_\_

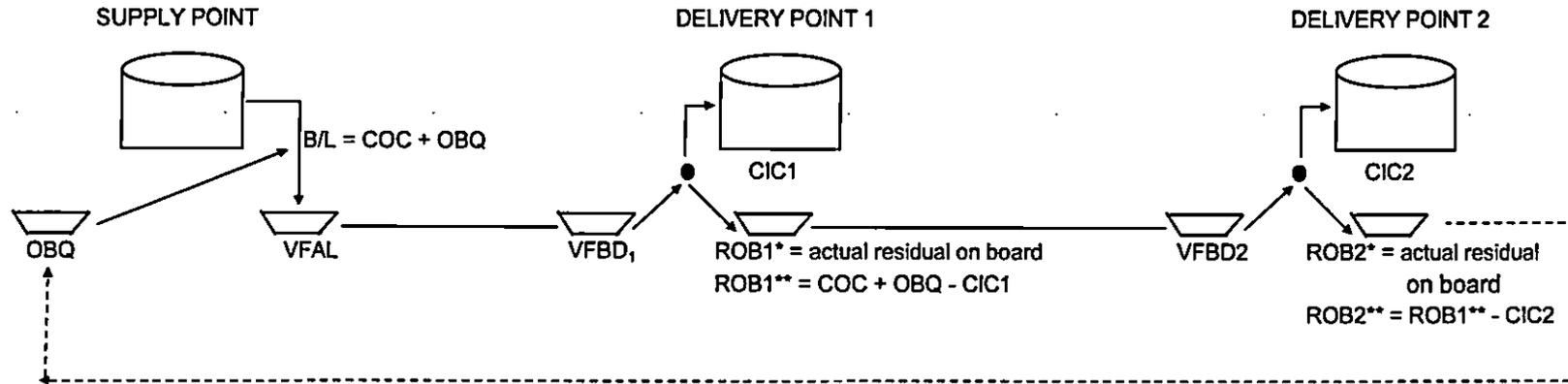
SECTION III

**TECHNICAL SPECIFICATIONS**

***(PART III – MULTI-PORT DELIVERY)***

SECTION III - TECHNICAL SPECIFICATIONS  
PART III - DIAGRAM AND TREATMENT OF MULTI-PORT DELIVERIES

**DIAGRAM AND TREATMENT OF MULTI-PORT DELIVERIES**



**A. BETWEEN SUPPLY POINT & DELIVERY POINT**

**CASE 1:** Receiving Tank is Isolated.  
If  $CIC1 > COC + OBQ - ROB1^*$   
 $VP1 = COC + OBQ - ROB1^*$   
If  $CIC1 < COC + OBQ - ROB1^*$   
 $VP1 = CIC1$

**CASE 2:** Receiving Tank is Service Tank or found not isolated.  
If  $VFBD1 - ROB1^* > COC + OBQ - ROB1^*$   
 $VP1 = COC + OBQ - ROB1^*$   
If  $VFBD1 - ROB1^* < COC + OBQ - ROB1^*$   
 $VP1 = VFBD1 - ROB1^*$

**B. BETWEEN DELIVERY POINTS**

If  $CIC2 > ROB1^{**} - ROB2^*$   
 $VP2 = ROB1^{**} - ROB2^*$   
If  $CIC2 < ROB1^{**} - ROB2^*$   
 $VP2 = CIC2$

If  $VFBD2 - ROB2^* > ROB1^{**} - ROB2^*$   
 $VP2 = ROB1^{**} - ROB2^*$   
If  $VFBD2 - ROB2^* < ROB1^{**} - ROB2^*$   
 $VP2 = VFBD2 - ROB2^*$

**Note :** If the COC figure is indeterminate due to non-isolated source tank, replace (COC + OBQ) with VFAL.

**Legend:** COC = Cargo Outturn Certificate  
B/L = Bill of Lading  
OBQ = On-board Quantity  
VFAL = Vessel Figure After Loading  
CIC = Cargo Intake Certificate  
ROB = Residual On-Board  
VFBD = Vessel Figure Before Discharge  
VP = Volume for Payment

SECTION III

**TECHNICAL SPECIFICATIONS**

***(PART IV – SAMPLE COMPUTATION  
AND LINE GRAPH PER ORDER BASIS)***

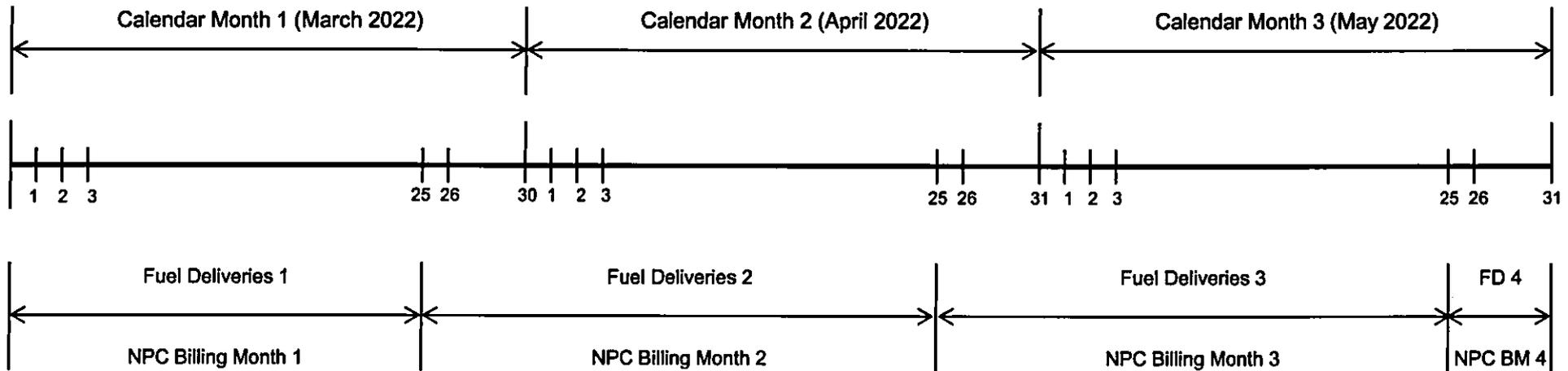
TERMS OF REFERENCE

SUPPLY AND DELIVERY OF OIL-BASED FUEL TO  
 SPUG POWER PLANTS AND BARGES FOR CY 2022  
 PR NO. HO-FMG22-001-NP

SECTION III - TECHNICAL SPECIFICATIONS

PART IV - LINE GRAPH FOR FUEL SUPPLY ON PER ORDER BASIS

LINE GRAPH FOR FUEL SUPPLY ON PER ORDER BASIS



A. Fuel Deliveries (FD) are covered under NPC Billing Month (BM), 25th NN previous month to 25th NN current month.

B. Processing of Invoice: Delivered Price (Diesel Oil), P/Liter =  $[(\text{Bid Price} \pm \text{MOPS week on week price adjustments}) \times 0.98] + (\text{Biofuel Cost} \times 0.02) + \text{Fuel Marking Fee} + \text{Excise Tax} + \text{Delivery Cost} + \text{E-Vat}$

- Fuel Deliveries 1 = Payment due date is end of April 2022.
- Fuel Deliveries 2 = Payment due date is end May 2022.
- Fuel Deliveries 3 = Payment due date is end of June 2022.

TERMS OF REFERENCE

SUPPLY AND DELIVERY OF OIL-BASED FUEL TO  
 SPUG POWER PLANTS AND BARGES FOR CY 2022  
 PR NO. HO-FMG22-001-NP

SECTION III - TECHNICAL SPECIFICATIONS

PART IV - SAMPLE COMPUTATION FOR FUEL SUPPLY ON PER ORDER BASIS

**SAMPLE COMPUTATION 1**  
 (Industrial Diesel Oil)

Bid Price, PhP/liter	20.3300
Biofuel Cost, PhP/liter	60.0000
Delivery Cost, PhP/liter	2.3100
Volume, liters	20,000.00
Barrel to Liter	158.984

Assumptions:

1. Bid Date, Monday of Week 0
2. End of DO discharging, Friday of week 4
3. Forex, Friday of Week 4, BSP Ref. Rate, PhP/US\$ = 50.74

MOPS DO Daily Average, \$/Barrel

	Week 0	Week 1	Week 2	Week 3	Week 4
Monday	76.0600	77.6500	78.3700	84.9400	87.3000
Tuesday	76.2500	78.1000	79.5000	85.3500	89.8900
Wednesday	75.3000	78.1200	80.8100	84.1500	92.1300
Thursday	76.1400	79.4100	81.4300	85.6800	87.3500
Friday	76.7600	79.6800	82.4600	85.6200	92.1400
Weekly Average	76.1020	78.5920	80.5140	85.1480	89.7620
MOPS Week on Week		2.4900	1.9220	4.6340	4.6140

MOPS Week on Week Price Adjustments (\$/Barrel)

Week 1	2.4900
Week 2	1.9220
Week 3	4.6340
Week 4	4.6140
Total*	13.6600
* Convert to PhP/Liter, MOPS_PA =	4.3596

Bid Price	MOPS_PA	Biofuel Cost	Fuel Marking Fee	Excise Tax	Delivery Cost	EVAT	Delivered Price	Actual Payable
20.3300	4.3596	60.0000	0.06146	6.0000	2.3100	4.0521	37.8194	756,387.58

TERMS OF REFERENCE

SUPPLY AND DELIVERY OF OIL-BASED FUEL TO  
 SPUG POWER PLANTS AND BARGES FOR CY 2022  
 PR NO. HO-FMG22-001-NP

SECTION III - TECHNICAL SPECIFICATIONS

PART IV - SAMPLE COMPUTATION FOR FUEL SUPPLY ON PER ORDER BASIS

**SAMPLE COMPUTATION 2**  
 (Industrial Diesel Oil)

Bid Price, PhP/liter	20.3300
Biofuel Cost, PhP/liter	60.0000
Delivery Cost, PhP/liter	2.3100
Volume, liters	20,000.00
Barrel to Liter	158.984

Assumptions:

1. Bid Date, Monday of Week 0
2. End of DO discharging, Monday to Thursday of week 4
3. Forex, Friday of Week 3, BSP Ref. Rate, PhP/US\$ = 50.72

MOPS DO Daily Average, \$/Barrel

	Week 0	Week 1	Week 2	Week 3	Week 4
Monday	76.0600	77.6500	78.3700	84.9400	87.3000
Tuesday	76.2500	78.1000	79.5000	85.3500	89.8900
Wednesday	75.3000	78.1200	80.8100	84.1500	92.1300
Thursday	76.1400	79.4100	81.4300	85.6800	87.3500
Friday	76.7600	79.6800	82.4600	85.6200	
Weekly Average	76.1020	78.5920	80.5140	85.1480	
MOPS Week on Week		2.4900	1.9220	4.6340	

MOPS Week on Week Price Adjustments (\$/Barrel)

Week 1	2.4900
Week 2	1.9220
Week 3	4.6340
Total*	9.0460
* Convert to PhP/Liter, MOPS_PA =	2.8859

Bid Price	MOPS_PA	Biofuel Cost	Fuel Marking Fee	Excise Tax	Delivery Cost	EVAT	Delivered Price	Actual Payable
20.3300	2.8859	60.0000	0.06146	6.0000	2.3100	3.8788	36.2018	724,036.99

TERMS OF REFERENCE

SUPPLY AND DELIVERY OF OIL-BASED FUEL TO  
 SPUG POWER PLANTS AND BARGES FOR CY 2022  
 PR NO. HO-FMG22-001-NP

SECTION III - TECHNICAL SPECIFICATIONS

PART IV - SAMPLE COMPUTATION FOR FUEL SUPPLY ON PER ORDER BASIS

**SAMPLE COMPUTATION 3**  
 (Industrial Diesel Oil)

Bid Price, PhP/liter	20.3300
Biofuel Cost, PhP/liter	60.0000
Delivery Cost, PhP/liter	2.3100
Volume, liters	20,000.00
Barrel to Liter	158.984

Assumptions:

1. Bid Date, Monday of Week 0
2. End of DO discharging, Saturday or Sunday of week 4
3. Forex, Friday of Week 4, BSP Ref. Rate, PhP/US\$ = 50.74

MOPS DO Daily Average, \$/Barrel

	Week 0	Week 1	Week 2	Week 3	Week 4
Monday	76.0600	77.6500	78.3700	84.9400	87.3000
Tuesday	76.2500	78.1000	79.5000	85.3500	89.8900
Wednesday	75.3000	78.1200	80.8100	84.1500	92.1300
Thursday	76.1400	79.4100	81.4300	85.6800	87.3500
Friday	76.7600	79.6800	82.4600	85.6200	92.1400
Weekly Average	76.1020	78.5920	80.5140	85.1480	89.7620
MOPS Week on Week		2.4900	1.9220	4.6340	4.6140

MOPS Week on Week Price Adjustments (\$/Barrel)

Week 1	2.4900
Week 2	1.9220
Week 3	4.6340
Week 4	4.6140
Total*	13.6600
* Convert to PhP/Liter, MOPS_PA =	4.3596

Bid Price	MOPS_PA	Biofuel Cost	Fuel Marking Fee	Excise Tax	Delivery Cost	EVAT	Delivered Price	Actual Payable
20.3300	4.3596	60.0000	0.06146	6.0000	1.2000	3.9189	36.5762	731,523.58

TERMS OF REFERENCE

SUPPLY AND DELIVERY OF OIL-BASED FUEL TO  
 SPUG POWER PLANTS AND BARGES FOR CY 2022  
 PR NO. HO-FMG22-001-NP

SECTION III - TECHNICAL SPECIFICATIONS

PART IV - SAMPLE COMPUTATION FOR FUEL SUPPLY ON PER ORDER BASIS

**SAMPLE COMPUTATION 4**  
 (Industrial Diesel Oil)

Bid Price, PhP/liter	20.3300
Biofuel Cost, PhP/liter	60.0000
Delivery Cost, PhP/liter	2.3100
Volume, liters	20,000.00
Barrel to Liter	158.984

Assumptions:

1. Bid Date, Monday of Week 0
2. End of DO discharging, Friday with holiday of week 4
3. Forex, Friday of Week 4, BSP Ref. Rate, PhP/US\$ = 50.74
4. Tuesday is holiday

MOPS DO Daily Average, \$/Barrel

	Week 0	Week 1	Week 2	Week 3	Week 4
Monday	76.0600	77.6500	78.3700	84.9400	87.3000
Tuesday	76.2500	78.1000	79.5000	85.3500	
Wednesday	75.3000	78.1200	80.8100	84.1500	92.1300
Thursday	76.1400	79.4100	81.4300	85.6800	87.3500
Friday	76.7600	79.6800	82.4600	85.6200	92.1400
Weekly Average	76.1020	78.5920	80.5140	85.1480	89.7300
MOPS Week on Week		2.4900	1.9220	4.6340	4.5820

MOPS Week on Week Price Adjustments (\$/Barrel)

Week 1	2.4900
Week 2	1.9220
Week 3	4.6340
Week 4	4.5820
Total*	13.6280
* Convert to PhP/Liter, MOPS_PA =	4.3494

Bid Price	MOPS_PA	Biofuel Cost	Fuel Marking Fee	Excise Tax	Delivery Cost	EVAT	Delivered Price	Actual Payable
20.3300	4.3494	60.0000	0.06146	6.0000	2.3100	4.0509	37.8082	756,163.40

TERMS OF REFERENCE

SUPPLY AND DELIVERY OF OIL-BASED FUEL TO  
 SPUG POWER PLANTS AND BARGES FOR CY 2022  
 PR NO. HO-FMG22-001-NP

SECTION III - TECHNICAL SPECIFICATIONS

PART IV - SAMPLE COMPUTATION FOR FUEL SUPPLY ON PER ORDER BASIS

**SAMPLE COMPUTATION 5**  
 (Industrial Diesel Oil)

Bid Price, PhP/liter	20.3300
Biofuel Cost, PhP/liter	60.0000
Delivery Cost, PhP/liter	2.3100
Volume, liters	20,000.00
Barrel to Liter	158.984

Assumptions:

1. Bid Date, Monday of Week 0
2. End of DO discharging, Saturday or Sunday with holiday of week 4
3. Forex, Thursday of Week 4, BSP Ref. Rate, PhP/US\$ = 50.73
4. Friday is holiday

MOPS DO Daily Average, \$/Barrel

	Week 0	Week 1	Week 2	Week 3	Week 4
Monday	76.0600	77.6500	78.3700	84.9400	87.3000
Tuesday	76.2500	78.1000	79.5000	85.3500	89.8900
Wednesday	75.3000	78.1200	80.8100	84.1500	92.1300
Thursday	76.1400	79.4100	81.4300	85.6800	87.3500
Friday	76.7600	79.6800	82.4600	85.6200	
Weekly Average	76.1020	78.5920	80.5140	85.1480	89.1675
MOPS Week on Week		2.4900	1.9220	4.6340	4.0195

MOPS Week on Week Price Adjustments (\$/Barrel)

Week 1	2.4900
Week 2	1.9220
Week 3	4.6340
Week 4	4.0195
Total*	13.0655
* Convert to PhP/Liter, MOPS_PA =	4.1691

Bid Price	MOPS_PA	Biofuel Cost	Fuel Marking Fee	Excise Tax	Delivery Cost	EVAT	Delivered Price	Actual Payable
20.3300	4.1691	60.0000	0.06146	6.0000	2.3100	4.0297	37.6102	752,204.65

SECTION IV

**SCHEDULE OF  
REQUIREMENTS**

***(PART I – APPROVED BUDGET  
FOR CONTRACT)***

**NATIONAL POWER CORPORATION  
SMALL POWER UTILITIES GROUP (SPUG)  
OIL-BASED FUEL REQUIREMENTS FOR CY 2022**

**SPUG POWER PLANTS AND BARGES**

PACKAGE/PLANT/LOT NAME	Quantity	ABC
	Kliters	PhP
<b>DIESEL OIL</b>		
<b>LUZON</b>		
<b>Marinduque/Quezon/North Luzon Area</b>		
<b>Package 1 - North Luzon</b>	<b>3,585</b>	<b>191,439,333</b>
<b>Per Plant</b>		
1 Kabugao DP	316	17,360,629
2 Maconacon DP	169	9,364,696
<b>Per Lot - Batanes</b>	<b>2,556</b>	<b>134,420,551</b>
3 Basco DP	2,135	112,280,077
4 Sabtang DP	186	9,781,777
5 Itbayat DP	235	12,358,697
<b>Per Lot - Cagayan</b>	<b>544</b>	<b>30,293,457</b>
6 Calayan DP	269	14,979,669
7 Balatubat DP	154	8,575,721
8 Minabel DP	111	6,181,202
9 Babuyan, Claro	4	222,746
10 Dibay-Dilam	6	334,119
<b>Package 3 - Aurora/Quezon</b>	<b>2,627</b>	<b>143,946,088</b>
<b>Per Plant</b>		
1 Casiguran DP	1,694	92,647,062
2 Palanan DP	281	15,518,309
<b>Per Lot - Quezon</b>	<b>652</b>	<b>35,780,717</b>
3 Jomalig DP	195	10,701,288
4 Patnanungan DP	432	23,707,469
5 Calutcot, Burdeos	25	1,371,960
<b>TOTAL MQNL Area</b>	<b>6,212</b>	<b>335,385,421</b>
<b>Bicol Area</b>		
<b>Package 7 - Camarines Sur</b>	<b>759</b>	<b>42,261,272</b>
<b>Per Lot - Burias</b>		
1 San Pascual DP	458	25,501,532
Mini-Grid Burias	301	16,759,740
2 Dangcalan DP	38	2,115,848
3 Malaking Ilog DP	67	3,730,573
4 Mababang Baybay DP	47	2,616,969
5 Osmeña DP	60	3,340,812
6 Peñafrancia DP	44	2,449,929
7 Quezon DP	45	2,505,609
<b>TOTAL Bicol Area</b>	<b>759</b>	<b>42,261,272</b>

**NATIONAL POWER CORPORATION  
SMALL POWER UTILITIES GROUP (SPUG)  
OIL-BASED FUEL REQUIREMENTS FOR CY 2022**

**SPUG POWER PLANTS AND BARGES**

PACKAGE/PLANT/LOT NAME	Quantity	ABC
	Kliters	Php
<b>DIESEL OIL</b>		
<b>Palawan Area</b>		
<b>Package 11 - Southern Palawan</b>	<b>3,110</b>	<b>164,982,547</b>
<b>Per Plant</b>		
1 Rizal DP	639	34,709,777
<b>Per Lot - Cuyo</b>	<b>1,963</b>	<b>101,552,075</b>
2 Cuyo DP	1,588	82,152,163
3 Cagayancillo DP	157	8,122,097
4 Agutaya DP	173	8,949,826
5 Bisucay DP	2	2,224,523
6 Macaranao	43	103,466
<b>Per Lot - Balabac</b>	<b>508</b>	<b>28,720,695</b>
7 Balabac DP	205	11,590,044
Mini-Grid Balabac	303	17,130,651
8 Mangsee DP	200	11,307,360
9 Bancalaan 1 DP	64	3,618,355
10 Bancalaan 2 DP	27	1,526,494
11 Ramos Balabac	12	678,442
<b>TOTAL Palawan Area</b>	<b>3,110</b>	<b>164,982,547</b>
<b>TOTAL LUZON</b>	<b>10,081</b>	<b>542,629,240</b>
<b>MINDANAO</b>		
<b>Eastern Mindanao</b>		
<b>Package 20 - Davao / General Santos</b>	<b>816</b>	<b>47,044,633</b>
<b>Per Plant</b>		
1 Talicud DP	418	24,258,337
<b>Per Lot - General Santos</b>	<b>398</b>	<b>22,786,296</b>
2 Balut DP	347	19,866,444
3 Sarangani Island	51	2,919,852
<b>TOTAL Eastern Mindanao</b>	<b>816</b>	<b>47,044,633</b>
<b>MINDANAO</b>		
<b>Western Mindanao</b>		
<b>Package 21 - Cagayan de Tawi-tawi</b>	<b>805</b>	<b>42,845,803</b>
<b>Per Lot - Cagayan de Tawi-Tawi</b>		
1 Mapun DP	777	41,302,290
2 Taganak, Turtle Is.	28	1,543,513
<b>TOTAL Western Mindanao</b>	<b>805</b>	<b>42,845,803</b>
<b>TOTAL MINDANAO</b>	<b>1,621</b>	<b>89,890,436</b>
<b>TOTAL DIESEL OIL</b>	<b>11,702</b>	<b>632,519,676</b>

SECTION IV

**SCHEDULE OF  
REQUIREMENTS**

***(PART II – TABLE OF DELIVERY  
POINTS FOR BIDDING)***

NATIONAL POWER CORPORATION  
OIL-BASED FUEL REQUIREMENTS FOR MARCH TO DECEMBER 2022  
TABLE OF DELIVERY POINTS FOR BIDDING

SPUG POWER PLANTS AND BARGES

PLANT NAME	Quantity Kiloliters	DELIVERY			Delivery Point/ Plant Location	Storage Tank Capacity Kiloliters	Minimum Inventory Kiloliters	Critical Inventory Kiloliters	REMARKS
		Mode	Pier Depth/Draft (min) meters	Minimum Vessel/TTruck Capacity Kiloliters					
<b>DIESEL OIL</b>									
<b>LUZON</b>									
<b>North Luzon/Marinduque/Quezon Areas</b>									
<b>Package 1 - North Luzon</b>	<b>3,585</b>								
<b>Per Plant</b>									
1 Kabugao DP	316	Tank Truck		14	Brgy. Poblacion, Kabugao, Apayao	35			Plantsite delivery
2 Maconacon DP	169	Tank Truck (a)		14	San Vicente Pier, Sta. Ana, Cagayan	65			NPC Hauler to pick-up fuel at delivery point.
<b>Per Lot - Batanes</b>	<b>2,556</b>	Tank Truck (b*)		20	Any Pier or Depot in Manila Bay, Bataan, Batangas Province and Subic Bay (except SBMA)				NPC Hauler to pick-up fuel at delivery point.
3 Basco DP	2,135								
4 Sabtang DP	186								
5 Itbayat DP	235								
<b>Per Lot - Cagayan</b>	<b>544</b>	Tank Truck (a)		14	Aparri Pier, Aparri / San Vicente Pier, Sta Ana, Cagayan				NPC Hauler to pick-up fuel at delivery point.
6 Calayan DP	269								
7 Balatubat DP	154								
8 Minabel DP	111								
9 Babuyan, Claro	4								
10 Dibay-Dilam	6								
<b>Package 3 - Aurora/Quezon</b>	<b>2,627</b>								
<b>Per Plant</b>									
1 Casiguran DP	1,694	Tank Truck		16	Brgy. Esteves, Casiguran, Aurora	660			Plantsite delivery
2 Palanan DP	281	Tank Truck (a)		14	Dingalan Pier/Baler Pier, Aurora	35			NPC Hauler to pick-up fuel at delivery point.
<b>Per Lot - Quezon</b>	<b>652</b>	Tank Truck (a)		14	Real Pier, Quezon				NPC Hauler to pick-up fuel at delivery point.
4 Jomalig DP	195								
5 Patnanungan DP	432								
6 Calutcot, Burdeos	25								

NOTES :

- (a) Fuel cargo shall be transferred to drums at delivery point.  
(b\*) Fuel cargo shall be transferred to NPC Hauler's barge or tanker at delivery point.

NATIONAL POWER CORPORATION  
OIL-BASED FUEL REQUIREMENTS FOR MARCH TO DECEMBER 2022  
TABLE OF DELIVERY POINTS FOR BIDDING

SPUG POWER PLANTS AND BARGES

PLANT NAME	Quantity  Kilters	DELIVERY			Delivery Point/ Plant Location	Storage Tank Capacity  Kilters	Minimum Inventory  Kilters	Critical Inventory  Kilters	REMARKS
		Mode	Pier Depth/Draft (min) meters	Minimum Vessel/TTruck Capacity Kilters					
<b>DIESEL OIL</b>									
<b>LUZON</b>									
<b>Bicol Area</b>									
<b>Package 7 - Camarines Sur</b>	<b>759</b>	Tank Truck (a)		14	Pasacao Pier, Camarines Sur / Pio Duran or Pantao, Libon, Albay				NPC Hauler to pick-up fuel at delivery point.
<b>Per Lot - Burias</b>									
1 San Pascual DP	458								
Mini-Grid Burias	301								
2 Dangcalan DP	38								
3 Malaking Ilog DP	67								
4 Mababang Baybay DP	47								
5 Osmeña DP	60								
6 Peñafrañcia DP	44								
7 Quezon DP	45								

NOTES :

(a) Fuel cargo shall be transferred to drums at delivery point.

NATIONAL POWER CORPORATION  
OIL-BASED FUEL REQUIREMENTS FOR MARCH TO DECEMBER 2022  
TABLE OF DELIVERY POINTS FOR BIDDING

SPUG POWER PLANTS AND BARGES

PLANT NAME	Quantity  Kliters	DELIVERY			Delivery Point/ Plant Location	Storage Tank Capacity  Kliters	Minimum Inventory  Kliters	Critical Inventory  Kliters	REMARKS
		Mode	Pier Depth/Draft (min) meters	Minimum Vessel/Ttruck Capacity Kliters					
<b>DIESEL OIL</b>									
<b>LUZON</b>									
<b>Palawan Area</b>									
<b>Package 11 - Southern Palawan</b>	<b>3,110</b>								
<b>Per Plant</b>									
1 Rizal DP	639	Tank Truck		20	Brgy. Punta Baja, Rizal, Palawan	60			Plansite delivery
<b>Per Lot - Cuyo</b>	<b>1,963</b>	Tank Truck / Pipeline (b/c)		20	Any Pier or Depot in Manila Bay, Bataan, Batangas Province and Subic Bay (except SBMA)	318			NPC Hauler to pick-up fuel at delivery point.
2 Cuyo DP	1,588								
3 Cagayancillo DP	157								
4 Agutaya DP	173								
5 Bisucay DP	2								
6 Macaranao	43								
<b>Per Lot - Balabac</b>	<b>508</b>	Tank Truck (a)		20	Brooke's Point S/S, Palawan	15			NPC Hauler to pick-up fuel at delivery point
7 Balabac DP	205								
Mini-Grid Balabac	303								
8 Mangsee DP	200								
9 Bancalaan 1 DP	64								
10 Brgy. Bancalaan 2, Balabac	27								
11 Ramos Balabac	12								

NOTES :

- (a) Fuel cargo shall be transferred to drums at delivery point.  
(b) For Tank Truck mode of delivery, fuel cargo shall be transferred to NPC Hauler's barge or tanker at delivery point.  
(c) For pipeline mode of delivery, fuel shall be withdrawn from Supplier's Refinery, Terminal or Depot via pipeline transfer to NPC Hauler's barge or tanker.

NATIONAL POWER CORPORATION  
OIL-BASED FUEL REQUIREMENTS FOR MARCH TO DECEMBER 2022  
TABLE OF DELIVERY POINTS FOR BIDDING

SPUG POWER PLANTS AND BARGES

PLANT NAME	Quantity  Kliters	DELIVERY			Delivery Point/ Plant Location	Storage Tank Capacity  Kliters	Minimum Inventory  Kliters	Critical Inventory  Kliters	REMARKS
		Mode	Pier Depth/Draft (min) meters	Minimum Vessel/TTruck Capacity Kliters					
<b>DIESEL OIL</b>									
<b>MINDANAO</b>									
<b>Eastern Mindanao</b>									
<b>Package 20 - Davao / General Santos</b>	<b>816</b>								
<b>Per Plant</b>									
1 Talicud DP	418	Tank Truck (a)		14	Davao City Pier	45			NPC Hauler to pick-up fuel at delivery point
<b>Per Lot - General Santos</b>	<b>398</b>	Tank Truck (a)		14	Gen. Santos Pier				NPC Hauler to pick-up fuel at delivery point
1 Balut DP	347								
2 Sarangani Island	51								

NOTES :

(a) Fuel cargo shall be transferred to drums at delivery point.

NATIONAL POWER CORPORATION  
OIL-BASED FUEL REQUIREMENTS FOR MARCH TO DECEMBER 2022  
TABLE OF DELIVERY POINTS FOR BIDDING

SPUG POWER PLANTS AND BARGES

PLANT NAME	Quantity  Kilters	DELIVERY			Delivery Point/ Plant Location	Storage Tank Capacity  Kilters	Minimum Inventory  Kilters	Critical Inventory  Kilters	REMARKS
		Mode	Pier Depth/Draft (min) meters	Minimum Vessel/TTruck Capacity Kilters					
DIESEL OIL									
MINDANAO									
Western Mindanao									
Package 21 - Cagayan de Tawi-tawi	805	Tank Truck (a)		14	Zamboanga City Pier				NPC Hauler to pick-up fuel at delivery point
Per Lot - Cagayan de Tawi-Tawi									
1 Mapun DP	777								
2 Taganak, Turtle Is.	28								

NOTE :

(a) To be transferred to drums at delivery point

SECTION IV

**SCHEDULE OF  
REQUIREMENTS**

***(PART III – SCHEDULE OF MONTHLY  
FUEL REQUIREMENTS)***

NATIONAL POWER CORPORATION  
OIL-BASED FUEL REQUIREMENTS FOR MARCH TO DECEMBER 2022  
SCHEDULE OF MONTHLY FUEL REQUIREMENTS

SPUG POWER PLANTS AND BARGES

PLANT NAME	Mode of Delivery	2022												TOTAL (In Kiloliters)
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
<b>DIESEL OIL</b>														
<b>LUZON</b>														
<b>North Luzon/Marinduque/Quezon Areas</b>														
<b>Package 1 - North Luzon</b>														
<b>Per Plant</b>														
1 Kabugao DP	Tank Truck			32	32	32	31	31	32	32	31	31	32	316
2 Maconacon DP	Tank Truck (a)			17	18	18	17	17	17	18	18	16	17	169
<b>Per Lot - Batanes</b>	<b>Tank Truck (b*)</b>			258	258	258	255	258	258	255	255	255	258	2,556
3 Basco DP														
4 Sabtang DP														
5 Itbayat DP														
<b>Per Lot - Cagayan</b>	<b>Tank Truck (a)</b>			55	58	55	54	54	54	54	54	54	54	544
6 Calayan DP														
4 Balatubat DP														
5 Minabel DP														
4 Babuyan, Claro														
5 Dibay-Dilam														
<b>Package 3 - Aurora/Quezon</b>														
<b>Per Plant</b>														
1 Casiguran DP	Tank Truck			170	170	170	169	169	169	169	169	169	170	1,694
2 Palanan DP	Tank Truck (a)			28	29	28	28	28	28	28	28	28	28	281
<b>Per Lot - Quezon</b>	<b>Tank Truck (a)</b>			65	68	66	65	65	65	65	65	65	65	652
4 Jomalig DP														
5 Patnanungan DP														
6 Calutcot, Burdeos														

NOTES:

(a) Fuel cargo shall be transferred to drums at delivery point.

(b\*) Fuel cargo shall be transferred to NPC Hauler's navy cubes, barge or tanker at delivery point.

NATIONAL POWER CORPORATION  
OIL-BASED FUEL REQUIREMENTS FOR MARCH TO DECEMBER 2022  
SCHEDULE OF MONTHLY FUEL REQUIREMENTS

SPUG POWER PLANTS AND BARGES

PLANT NAME	Mode of Delivery	2022												TOTAL (in Kiloliters)
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
<b>DIESEL OIL</b>														
<b>LUZON</b>														
<b>Bicol Area</b>														
<b>Package 7 - Camarines Sur</b>	Tank Truck (a)			76	76	76	76	76	76	76	76	76	75	76
1 San Pascual DP														
2 Dangcalan DP														
3 Malaking Ilog DP														
4 Mababang Baybay DP														
5 Osmeña DP														
6 Peñafrancia DP														
7 Quezon DP														

NOTES :

- (a) Fuel cargo shall be transferred to drums at delivery point.
- (b) Fuel cargo shall be transferred to NPC Hauler's barge or tanker at delivery point.

NATIONAL POWER CORPORATION  
OIL-BASED FUEL REQUIREMENTS FOR MARCH TO DECEMBER 2022  
SCHEDULE OF MONTHLY FUEL REQUIREMENTS

SPUG POWER PLANTS AND BARGES

PLANT NAME	Mode of Delivery	2022												TOTAL (In Kiloliters)
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
<b>DIESEL OIL</b>														
<b>LUZON</b>														
<b>Palawan Area</b>														
<b>Package 11 - Southern Palawan</b>														
<b>Per Plant</b>														
1 Rizal DP	Tank Truck			64	64	64	64	64	64	64	64	63	64	639
<b>Per Lot - Cuyo</b>	Tank Truck / Pipeline (b/c)			197	197	197	196	196	196	196	196	196	196	1,963
2 Cuyo DP														
3 Cagayancillo DP														
4 Agutaya DP														
5 Bisucay DP														
6 Macaranao														
<b>Per Lot - Balabac</b>	Tank Truck (a)			51	51	51	51	51	51	50	51	50	51	508
7 Balabac DP														
8 Mangsee DP														
9 Bancalaan 1 DP														
10 Brgy. Bancalaan 2, Balabac														
11 Ramos Balabac														

NOTES :

- (a) Fuel cargo shall be transferred to drums at delivery point.
- (b) For Tank Truck mode of delivery, fuel cargo shall be transferred to NPC Hauler's barge or tanker at delivery point.
- (c) For pipeline mode of delivery, fuel shall be withdrawn from Supplier's Refinery, Terminal or Depot via pipeline transfer to NPC Hauler's barge or tanker.

NATIONAL POWER CORPORATION  
OIL-BASED FUEL REQUIREMENTS FOR MARCH TO DECEMBER 2022  
SCHEDULE OF MONTHLY FUEL REQUIREMENTS

SPUG POWER PLANTS AND BARGES

PLANT NAME	Mode of Delivery	2022												TOTAL (in Kiloliters)
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
<b>DIESEL OIL</b>														
<b>MINDANAO</b>														
<b>Eastern Mindanao</b>														
<b>Package 20 - Davao / General Santos</b>														
<b>Per Plant</b>														
1 Talicud DP	Tank Truck (a)			42	42	42	42	42	42	41	42	41	42	418
<b>Per Lot - General Santos</b>	Tank Truck (a)			40	40	40	40	40	40	39	40	39	40	398
2 Balut DP														
3 Sarangani Island														

NOTES :

- (a) Fuel cargo shall be transferred to drums at delivery point.
- (b) Fuel cargo shall be transferred to NPC Hauler's barge or tanker at delivery point.

TERMS OF REFERENCE  
SECTION IV - SCHEDULE OF REQUIREMENTS  
PART III - SCHEDULE OF MONTHLY FUEL REQUIREMENTS

SUPPLY AND DELIVERY OF OIL-BASED FUEL TO  
SPUG POWER PLANTS AND BARGES FOR CY 2022  
PR NO. HO-FMG22-001-NP

NATIONAL POWER CORPORATION  
OIL-BASED FUEL REQUIREMENTS FOR MARCH TO DECEMBER 2022  
SCHEDULE OF MONTHLY FUEL REQUIREMENTS

SPUG POWER PLANTS AND BARGES

PLANT NAME	Mode of Delivery	2022												TOTAL (In Kiloliters)
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
DIESEL OIL														
MINDANAO														
Western Mindanao														
Package 21 - Cagayan de Tawi-tawi	Tank Truck (a)			81	82	81	80	80	80	80	80	80	80	81
Per Lot - Cagayan de Tawi-Tawi														
1 Mapun DP														
2 Taganak, Turtle Is.														

NOTE :

(a) Fuel cargo shall be transferred to drums at delivery point.

SECTION IV

**SCHEDULE OF  
REQUIREMENTS**

***(PART IV – BID PRICE PROPOSAL  
FORM)***

NATIONAL POWER CORPORATION  
OIL-BASED FUEL REQUIREMENTS FOR MARCH TO DECEMBER 2022  
BID PRICE PROPOSAL FORM

SPUG POWER PLANTS AND BARGES  
Schedule 1 - Diesel Oil

PLANT NAME	Quantity Kliters	Fuel Type	Mode of Delivery	Source (Ex-Refinery / Terminal Depot / EPZA)	Delivery Point (Yes/No)	Bid PhP/Liter	Discount PhP/Liter	Biofuel Cost PhP/Liter	Fuel Marking Fee PhP/Liter	Excise Tax PhP/Liter	Delivery Cost PhP/Liter	E-VAT (12%) PhP/Liter	Delivered Price PhP/Liter	Total Contract Price PhPesos
A	B	C	D	E (see notes)	F	G	H	I	J (see notes)	K (see notes)	L	M (see notes)	N (see notes)	O = B x N x 1000
<b>DIESEL OIL</b>														
<b>LUZON</b>														
<b>North Luzon/Marinduque/Quezon Areas</b>														
<b>Package 1 - North Luzon</b>	<b>3,585</b>													
<b>Per Plant</b>														
1 Kabugao DP	316	DO	Tank Truck						0.06146	6.0000				
2 Maconacon DP	169	DO	Tank Truck (a)						0.06146	6.0000				
<b>Per Lot - Batanes</b>	<b>2,556</b>	<b>DO</b>	<b>Tank Truck (b*)</b>						<b>0.06146</b>	<b>6.0000</b>				
3 Basco DP														
4 Sabtang DP														
5 Itbayat DP														
<b>Per Lot - Cagayan</b>	<b>544</b>	<b>DO</b>	<b>Tank Truck (a)</b>						<b>0.06146</b>	<b>6.0000</b>				
6 Calayan DP														
4 Balatubat DP														
5 Minabel DP														
4 Babuyan, Claro														
5 Dibay-Dilam														

NATIONAL POWER CORPORATION  
OIL-BASED FUEL REQUIREMENTS FOR MARCH TO DECEMBER 2022  
BID PRICE PROPOSAL FORM

SPUG POWER PLANTS AND BARGES  
Schedule I - Diesel Oil

PLANT NAME	Quantity Kliters	Fuel Type	Mode of Delivery	Source (Ex-Refinery / Terminal Depot / EPZA)	Delivery Point (Yes/No)	Bid PhP/Liter	Discount PhP/Liter	Biofuel Cost PhP/Liter	Fuel Marking Fee PhP/Liter	Excise Tax PhP/Liter	Delivery Cost PhP/Liter	E-VAT (12%) PhP/Liter	Delivered Price PhP/Liter	Total Contract Price PhPesos
A	B	C	D	E (see notes)	F	G	H	I	J (see notes)	K (see notes)	L	M (see notes)	N (see notes)	O = B x N x 1000
<b>DIESEL OIL</b>														
<b>LUZON</b>														
<b>North Luzon/Marinduque/Quezon Areas</b>														
<b>Package 3 - Aurora/Quezon</b>	<b>2,627</b>													
<b>Per Plant</b>														
1 Casiguran DP	1,694	DO	Tank Truck						0.06146	6.0000				
2 Palanan DP	281	DO	Tank Truck (a)						0.06146	6.0000				
<b>Per Lot - Quezon</b>														
4 Jomalig DP	652	DO	Tank Truck (a)						0.06146	6.0000				
5 Patnanungan DP														
6 Calutcot, Burdeos														

NOTES (Letters refer to the column above):

E - Bidder should indicate the location of the Local Source - Ex-Refinery, Ex-Terminal or Ex-Depot.

F - In column for Delivery Point, indicate "YES" if fuel shall be delivered at the delivery point as specified in Section VII, Part II -Table of Delivery Points for Bidding.

Indicate "NO" if different from said Section VII, Part II or an alternative delivery point, which shall be non-complying and disqualified.

G - Bid as submitted by the Bidder.

H - Discount refers to the total deductions given by the prospective supplier.

I - Cost of 100% Biodiesel (FAME) that will be mixed with base Diesel Oil pursuant to R.A. 9367, the Biofuels Act of 2006 and its IRR.

J - Fuel Marking Fee pursuant to DOF-BIR-BOC Joint Memorandum Order No. 1-2020 dated 28 August 2020. Fuel Marking Fee = PhP 0.06884 / liter (VAT Inclusive)

K - Excise Tax pursuant R.A. 10963, "Tax Reform for Acceleration and Inclusion (TRAIN) Law" and BIR Revenue Regulations No. 2 - 2018.

M - Amount of E-VAT at twelve percent (12%) pursuant to R.A. 9337 and BIR Revenue Regulation No. 16-2005.

E-VAT = [(0.98 x Bid - Discount) + (0.02 x Biofuel Cost) + Fuel Marking Fee + Excise Tax + Delivery Cost] x 0.12 [ Note: Round off to four (4) decimal places ]

N - Delivered Price = (0.98 x Bid - Discount) + (0.02 x Biofuel Cost) + Fuel Marking Fee + Excise Tax + Delivery Cost + E-VAT. [ Note: Round off to four (4) decimal places ]

O - Total Contract Price, Pesos = Delivered Price x Quantity [ Note: Round off to zero (0) decimal places ]

The Total Contract Price should not be greater than the Approved Budget for Contract (ABC) indicated in Section VII, Part I, of the Bid Documents. Otherwise, the bid shall be disqualified outright.

Bidders are required to submit bids to all the power plants/barges under the package. An incomplete submission of bid for the package shall be non-responsive and disqualified outright.

(a) To be transferred to drums at delivery point.

(b) Fuel cargo shall be transferred to NPC Hauler's barge or tanker at delivery point.

Signature over Printed Name  
Authorized Representative

Company Name

Date

NATIONAL POWER CORPORATION  
OIL-BASED FUEL REQUIREMENTS FOR MARCH TO DECEMBER 2022  
BID PRICE PROPOSAL FORM

SPUG POWER PLANTS AND BARGES  
Schedule I - Diesel Oil

PLANT NAME	Quantity Kiliters	Fuel Type	Mode of Delivery	Source (Ex-Refinery / Terminal Depot / EPZA)	Delivery Point (Yes/No)	Bid Php/Liter	Discount Php/Liter	Biofuel Cost Php/Liter	Fuel Marking Fee Php/Liter	Excise Tax Php/Liter	Delivery Cost Php/Liter	E-VAT (12%) Php/Liter	Delivered Price Php/Liter	Total Contract Price PhpPesos
A	B	C	D	E (see notes)	F	G	H	I	J (see notes)	K (see notes)	L	M (see notes)	N (see notes)	O = B x N x 1000
<b>DIESEL OIL</b>														
<b>LUZON</b>														
<b>Bicol Area</b>														
<b>Package 7 - Camarines Sur</b>	<b>759</b>	<b>DO</b>	<b>Tank Truck (a)</b>						<b>0.06146</b>	<b>6.0000</b>				
1 San Pascual DP														
2 Dangcalan DP														
3 Malaking Ilog DP														
4 Mababang Baybay DP														
5 Osmeña DP														
6 Peñafrancia DP														
7 Quezon DP														

NOTES (Letters refer to the column above):

(a) Fuel cargo to be transferred to drums at delivery point.

E - Bidder should indicate the location of the Local Source - Ex-Refinery, Ex-Terminal or Ex-Depot.

F - In column for Delivery Point, indicate "YES" if fuel shall be delivered at the delivery point as specified in Section VII, Part II -Table of Delivery Points for Bidding.

Indicate "NO" if different from said Section VII, Part II or an alternative delivery point, which shall be non-complying and disqualified.

G - Bid as submitted by the Bidder.

H - Discount refers to the total deductions given by the prospective supplier.

I - Cost of 100% Biodiesel (FAME) that will be mixed with base Diesel Oil pursuant to R.A. 9367, the Biofuels Act of 2006 and its IRR.

J - Fuel Marking Fee pursuant to DOP-BIR-BOC Joint Memorandum Order No. 1-2020 dated 28 August 2020. Fuel Marking Fee = Php 0.06884 / liter (VAT inclusive)

K - Excise Tax pursuant R.A. 10963, "Tax Reform for Acceleration and Inclusion (TRAIN) Law" and BIR Revenue Regulations No. 2 - 2018.

M - Amount of E-VAT at twelve percent (12%) pursuant to R.A. 9337 and BIR Revenue Regulation No. 16-2005.

E-VAT = [(0.98 x Bid - Discount) + (0.02 x Biofuel Cost) + Fuel Marking Fee + Excise Tax + Delivery Cost] x 0.12 [ Note: Round off to four (4) decimal places ]

N - Delivered Price = (0.98 x Bid - Discount) + (0.02 x Biofuel Cost) + Fuel Marking Fee + Excise Tax + Delivery Cost + E-VAT. [ Note: Round off to four (4) decimal places ]

O - Total Contract Price, Pesos = Delivered Price x Quantity [ Note: Round off to zero (0) decimal places ]

The Total Contract Price should not be greater than the Approved Budget for Contract (ABC) indicated in Section VII, Part I, of the Bid Documents. Otherwise, the bid shall be disqualified outright.

Bidders are required to submit bids to all the power plants/barges under the package. An incomplete submission of bid for the package shall be non-responsive and disqualified outright.

\_\_\_\_\_  
Signature over Printed Name  
Authorized Representative

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

NATIONAL POWER CORPORATION  
OIL-BASED FUEL REQUIREMENTS FOR MARCH TO DECEMBER 2022  
BID PRICE PROPOSAL FORM

SPUG POWER PLANTS AND BARGES  
Schedule I - Diesel Oil

PLANT NAME	Quantity Kliters	Fuel Type	Mode of Delivery	Source (Ex-Refinery / Terminal Depot / EPZA)	Delivery Point (Yes/No)	Bid PhP/Liter	Discount PhP/Liter	Biofuel Cost PhP/Liter	Fuel Marking Fee PhP/Liter	Excise Tax PhP/Liter	Delivery Cost PhP/Liter	E-VAT (12%) PhP/Liter	Delivered Price PhP/Liter	Total Contract Price PhPesos
A	B	C	D	E (see notes)	F	G	H	I	J (see notes)	K (see notes)	L	M (see notes)	N (see notes)	O = B x N x 1000
<b> DIESEL OIL</b>														
<b>LUZON</b>														
<b>Palawan Area</b>														
<b>Package 11 - Southern Palawan</b>	<b>3,110</b>													
<b>Per Plant</b>														
<b>1 Rizal DP</b>	639	DO	Tank Truck						0.06146	6.0000				
<b>Per Lot - Cuyo</b>	1,963	DO	Tank Truck / Pipeline (b/c)						0.06146	6.0000				
<b>2 Cuyo DP</b>														
<b>3 Cagayancillo DP</b>														
<b>4 Agutaya DP</b>														
<b>5 Bisucay DP</b>														
<b>6 Macaranao</b>														
<b>Per Lot - Balabac</b>	508	DO	Tank Truck (a)						0.06146	6.0000				
<b>7 Balabac DP</b>														
<b>Mini-Grid Balabac</b>														
<b>8 Mangsee DP</b>														
<b>9 Bancalaan 1 DP</b>														
<b>10 Brgy. Bancalaan 2, Balabac</b>														
<b>11 Ramos Balabac</b>														

NOTES (Letters refer to the column above):

- E - Bidder should indicate the location of the Local Source - Ex-Refinery, Ex-Terminal or Ex-Depot.
- F - In column for Delivery Point, indicate "YES" if fuel shall be delivered at the delivery point as specified in Section VII, Part II - Table of Delivery Points for Bidding. Indicate "NO" if different from said Section VII, Part II or an alternative delivery point, which shall be non-complying and disqualified.
- G - Bid as submitted by the Bidder.
- H - Discount refers to the total deductions given by the prospective supplier.
- I - Cost of 100% Biodiesel (FAME) that will be mixed with base Diesel Oil pursuant to R.A. 9367, the Biofuels Act of 2006 and its IRR.
- J - Fuel Marking Fee pursuant to DOF-BIR-BOC Joint Memorandum Order No. 1-2020 dated 28 August 2020. Fuel Marking Fee = PhP 0.06884 / liter (VAT inclusive)
- K - Excise Tax pursuant R.A. 10963, "Tax Reform for Acceleration and Inclusion (TRAIN) Law" and BIR Revenue Regulations No. 2 - 2018.
- M - Amount of E-VAT at twelve percent (12%) pursuant to R.A. 9337 and BIR Revenue Regulation No. 16-2005.
- E-VAT = [(0.98 x Bid - Discount) + (0.02 x Biofuel Cost) + Fuel Marking Fee + Excise Tax + Delivery Cost] x 0.12 [Note: Round off to four (4) decimal places]
- N - Delivered Price = (0.98 x Bid - Discount) + (0.02 x Biofuel Cost) + Fuel Marking Fee + Excise Tax + Delivery Cost + E-VAT. [Note: Round off to four (4) decimal places]
- O - Total Contract Price, Pesos = Delivered Price x Quantity [Note: Round off to zero (0) decimal places]

- (a) To be transferred to drums at delivery point.
- (b) For Tank Truck mode of delivery, fuel cargo shall be transferred to NPC hauler's barge/tanker at delivery point
- (c) For Pipeline mode of delivery, fuel shall be withdrawn from Supplier's Depot via pipeline transfer to NPC hauler's barge/tanker.

The Total Contract Price should not be greater than the Approved Budget for Contract (ABC) indicated in Section VII, Part I, of the Bid Documents. Otherwise, the bid shall be disqualified outright. Bidders are required to submit bids to all the power plants/barges under the package. An incomplete submission of bid for the package shall be non-responsive and disqualified outright.

Signature over Printed Name  
Authorized Representative

Company Name

Date

NATIONAL POWER CORPORATION  
OIL-BASED FUEL REQUIREMENTS FOR MARCH TO DECEMBER 2022  
BID PRICE PROPOSAL FORM

SPUG POWER PLANTS AND BARGES  
Schedule I - Diesel Oil

PLANT NAME	Quantity Kliters	Fuel Type	Mode of Delivery	Source (Ex-Refinery / Terminal Depot / EPZA)	Delivery Point (Yes/No)	Bid PhP/Liter	Discount PhP/Liter	Biofuel Cost PhP/Liter	Fuel Marking Fee PhP/Liter	Excise Tax PhP/Liter	Delivery Cost PhP/Liter	E-VAT (12%) PhP/Liter	Delivered Price PhP/Liter	Total Contract Price PhPesos
A	B	C	D	E (see notes)	F	G	H	I	J (see notes)	K (see notes)	L	M (see notes)	N (see notes)	O = B x N x 1000
<b>DIESEL OIL</b>														
<b>MINDANAO</b>														
<b>Eastern Mindanao</b>														
<b>Package 20 - Davao / General Santos</b>	<b>816</b>													
<b>Per Plant</b>														
<b>1 Talicud DP</b>	<b>418</b>	<b>DO</b>	<b>Tank Truck (a)</b>						<b>0.06146</b>	<b>6.0000</b>				
<b>Per Lot - General Santos</b>	<b>398</b>	<b>DO</b>	<b>Tank Truck (a)</b>						<b>0.06146</b>	<b>6.0000</b>				
<b>2 Balut DP</b>														
<b>3 Sarangani Island</b>														

NOTES (Letters refer to the column above):

E - Bidder should indicate the location of the Local Source - Ex-Refinery, Ex-Terminal or Ex-Depot.

F - In column for Delivery Point, indicate "YES" if fuel shall be delivered at the delivery point as specified in Section VII, Part II - Table of Delivery Points for Bidding. Indicate "NO" if different from said Section VII, Part II or an alternative delivery point, which shall be non-complying and disqualified.

G - Bid as submitted by the Bidder.

H - Discount refers to the total deductions given by the prospective supplier.

I - Cost of 100% Biodiesel (FAME) that will be mixed with base Diesel Oil pursuant to R.A. 9367, the Biofuels Act of 2006 and its IRR.

J - Fuel Marking Fee pursuant to DOF-BIR-BOC Joint Memorandum Order No. 1-2020 dated 28 August 2020. Fuel Marking Fee = PhP 0.06884 / liter (VAT inclusive)

K - Excise Tax pursuant R.A. 10963, "Tax Reform for Acceleration and Inclusion (TRAIN) Law" and BIR Revenue Regulations No. 2 - 2018.

M - Amount of E-VAT at twelve percent (12%) pursuant to R.A. 9337 and BIR Revenue Regulation No. 16-2005.

E-VAT =  $[(0.98 \times \text{Bid} - \text{Discount}) + (0.02 \times \text{Biofuel Cost}) + \text{Fuel Marking Fee} + \text{Excise Tax} + \text{Delivery Cost}] \times 0.12$  [Note: Round off to four (4) decimal places]

N - Delivered Price =  $(0.98 \times \text{Bid} - \text{Discount}) + (0.02 \times \text{Biofuel Cost}) + \text{Fuel Marking Fee} + \text{Excise Tax} + \text{Delivery Cost} + \text{E-VAT}$ . [Note: Round off to four (4) decimal places]

O - Total Contract Price, Pesos = Delivered Price x Quantity [Note: Round off to zero (0) decimal places]

The Total Contract Price should not be greater than the Approved Budget for Contract (ABC) indicated in Section VII, Part I, of the Bid Documents. Otherwise, the bid shall be disqualified outright.

Bidders are required to submit bids to all the power plants/barges under the package. An incomplete submission of bid for the package shall be non-responsive and disqualified outright.

(a) To be transferred to drums at delivery point.

Signature over Printed Name  
Authorized Representative

Company Name

Date

NATIONAL POWER CORPORATION  
OIL-BASED FUEL REQUIREMENTS FOR MARCH TO DECEMBER 2022  
BID PRICE PROPOSAL FORM

SPUG POWER PLANTS AND BARGES  
Schedule I - Diesel Oil

PLANT NAME	Quantity Kliters	Fuel Type	Mode of Delivery	Source (Ex-Refinery / Terminal Depot / EPZA)	Delivery Point (Yes/No)	Bid PhP/Liter	Discount PhP/Liter	Biofuel Cost PhP/Liter	Fuel Marking Fee PhP/Liter	Excise Tax PhP/Liter	Delivery Cost PhP/Liter	E-VAT (12%) PhP/Liter	Delivered Price PhP/Liter	Total Contract Price PhPesos
A	B	C	D	E (see notes)	F	G	H	I	J (see notes)	K (see notes)	L	M (see notes)	N (see notes)	O = B x N x 1000
<b>DIESEL OIL</b>														
<b>MINDANAO</b>														
<b>Western Mindanao</b>														
<b>Package 21 - Cagayan de Tawi-tawi</b>	805	DO	Tank Truck (a)						0.06146	6.0000				
<b>1</b> Mapun DP														
<b>2</b> Taganak, Turtle Is.														

NOTES (Letters refer to the column above):

E - Bidder should indicate the location of the Local Source - Ex-Refinery, Ex-Terminal or Ex-Depot.

(a) To be transferred to drums at delivery point.

F - In column for Delivery Point, indicate "YES" if fuel shall be delivered at the delivery point as specified in Section VII, Part II -Table of Delivery Points for Bidding.

Indicate "NO" if different from said Section VII, Part II or an alternative delivery point, which shall be non-complying and disqualified.

G - Bid as submitted by the Bidder.

H - Discount refers to the total deductions given by the prospective supplier.

I - Cost of 100% Biodiesel (FAME) that will be mixed with base Diesel Oil pursuant to R.A. 9367, the Biofuels Act of 2006 and its IRR.

J - Fuel Marking Fee pursuant to DOF-BIR-BOC Joint Memorandum Order No. 1-2020 dated 28 August 2020. Fuel Marking Fee = PhP 0.06884 / liter (VAT inclusive)

K - Excise Tax pursuant R.A. 10963, "Tax Reform for Acceleration and Inclusion (TRAIN) Law" and BIR Revenue Regulations No. 2 - 2018.

M - Amount of E-VAT at twelve percent (12%) pursuant to R.A. 9337 and BIR Revenue Regulation No. 16-2005.

E-VAT = [(0.98 x Bid - Discount) + (0.02 x Biofuel Cost) + Fuel Marking Fee + Excise Tax + Delivery Cost] x 0.12 [ Note: Round off to four (4) decimal places ]

N - Delivered Price = (0.98 x Bid - Discount) + (0.02 x Biofuel Cost) + Fuel Marking Fee + Excise Tax + Delivery Cost + E-VAT. [ Note: Round off to four (4) decimal places ]

O - Total Contract Price, Pesos = Delivered Price x Quantity [ Note: Round off to zero (0) decimal places ]

The Total Contract Price should not be greater than the Approved Budget for Contract (ABC) indicated in Section VII, Part I, of the Bid Documents. Otherwise, the bid shall be disqualified outright.

Bidders are required to submit bids to all the power plants/barges under the package. An incomplete submission of bid for the package shall be non-responsive and disqualified outright.

Signature over Printed Name  
Authorized Representative

Company Name

Date

SECTION V

**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
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Sample Form 01	- Bank Guarantee Form for Advance Payment
Sample Form 02	- Certification from DTI as Domestic Bidder
Sample Form 03	- Certificate of International Law of Reciprocity

Standard Form No: NPCSF-GOODS-01

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

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

**1. ELIGIBILITY DOCUMENTS**

**a. (CLASS A)**

➤ Any of the following:

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

**OR:**

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

**OR:**

- A combination thereof
- Statement of maximum of five (5) 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*). **Bidder must prioritize to declare ongoing contracts with NPC, and to its energy family (e.g. PSALM, DOE and Transco), if any.**
- 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 25% of the ABC of the largest package where he/she is going to bid (*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.*

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

Standard Form No: NPCSF-GOODS-01

- 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**

- Duly signed, completely filled-out and notarized Omnibus Sworn statement (Revised) (NPCSF-GOODS-07), complete with the following attachments:
  - For Sole Proprietorship:
    - Special Power of Attorney
  - For Partnership/Corporation/Cooperative/Joint Venture:
    - Document showing proof of authorization (e.g., duly notarized Secretary's Certificate, Board/Partnership Resolution, or Special Power of Attorney, whichever is applicable)
- Duly signed and completely filled-out Technical Data Sheets (Section VI – Part II); if specified in the Bidding Documents;
- Data and information to be submitted with the Proposal as specified in Section VI – Technical Specifications (if specified in the Bidding Documents);
- Complete eligibility documents of the proposed subcontractor, if any
- Letter of Guarantee (NPCSF-GOODS-09)

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

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

Standard Form No: NPCSF-GOODS-01

**CONDITIONS:**

1. Bidders shall submit two (2) set of documents. **One (1) set** containing either the originals or certified true copies of the first and second components of its bid and the other set which are photocopies of the 1<sup>st</sup> set of documents (original or certified true copies). **EACH AND EVERY PAGE OF ALL SETS** (original and the other set) **must be authenticated with original signatures** (preferably in blue or red ink) by the bidder or his duly authorized representative. Non compliance shall be a ground for disqualification.

*If there is any discrepancy between 1<sup>st</sup> set of original/certified true copy documents and the other sets of photocopied documents of the same project, the documents in the 1<sup>st</sup> set of original/certified true copy documents shall prevail and shall be the basis for rating and evaluation of bids during bid opening.*

*Further, should there be any lacking documents in the other set, the reference for completeness for rating purposes shall be the set of original/certified true copy documents.*

2. For Joint Venture, each partner of a joint venture agreement shall submit the document required in ITB Clause 11.1 (a)(i). Submission of other documents required under ITB Clauses 11.1 by any of the joint venture partners constitutes compliance.
3. 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).*

4. A Bidder not submitting bid for reason that his cost estimate is higher than the ABC, is required to submit his letter of non-participation/regret supported by corresponding detailed estimates. Failure to submit the two (2) documents shall be understood as acts that tend to defeat the purpose of public bidding without valid reason as stated under Section 69.1.(i) of the revised IRR of R.A. 9184.



Standard Form Number: NPCSF-GOODS-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. \_\_\_\_\_

**[Jurat]**

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

Standard Form No: NPCSF-GOODS-07

### Omnibus Sworn Statement (Revised)

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

#### AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

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

*[If a partnership or cooperative:]* None of the officers and members of [Name of Bidder] is related to the Head of the Procuring Entity, members of the Bids and Awards Committee (BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project

## SECTION V – BIDDING FORMS

Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

7. *[Name of Bidder]* complies with existing labor laws and standards; and
8. *[Name of Bidder]* is aware of and has undertaken the responsibilities as a Bidder in compliance with the Philippine Bidding Documents, which includes:
  - a. Carefully examining all of the Bidding Documents;
  - b. Acknowledging all conditions, local or otherwise, affecting the implementation of the Contract;
  - c. Making an estimate of the facilities available and needed for the contract to be bid, if any; and
  - d. Inquiring or securing Supplemental/Bid Bulletin(s) issued for the *[Name of the Project]*.
9. *[Name of Bidder]* did not give or pay directly or indirectly, any commission, amount, fee, or any form of consideration, pecuniary or otherwise, to any person or official, personnel or representative of the government in relation to any procurement project or activity.
10. In case advance payment was made or given, failure to perform or deliver any of the obligations and undertakings in the contract shall be sufficient grounds to constitute criminal liability for Swindling (Estafa) or the commission of fraud with unfaithfulness or abuse of confidence through misappropriating or converting any payment received by a person or entity under an obligation involving the duty to deliver certain goods or services, to the prejudice of the public and the government of the Philippines pursuant to Article 315 of Act No. 3815 s. 1930, as amended, or the Revised Penal Code.

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

*[Insert NAME OF BIDDER OR ITS AUTHORIZED REPRESENTATIVE]*

*[Insert signatory's legal capacity]*

Affiant

**[Jurat]**

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

Standard Form No: NPCSF-GOODS-08

## BID LETTER

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

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

Gentlemen:

Having examined the Bidding Documents including Bid Bulletin Numbers *[insert numbers]*\_\_\_\_\_, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to perform SUPPLY AND DELIVERY OF OIL-BASED FUEL TO SPUG POWER PLANTS AND BARGES FOR CY 2022 (PR NO. HO-FMG22-001-NP) in conformity with the said Bidding Documents for the sum of *[total Bid amount in words and figures]*\_\_\_\_\_ or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

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

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

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

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

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

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

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

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

\_\_\_\_\_  
*[name and signature of authorized signatory]*

\_\_\_\_\_  
*[in the capacity of]*

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

Standard Form No. NPCSF-GOODS-09

(Bidder's Letterhead)

\_\_\_\_\_  
Date

**The National Power Corporation**  
BIR Road corner Quezon Avenue  
Diliman, Quezon City

**SUBJECT: Letter of Guarantee**

Gentlemen:

We hereby guarantee to provide oil-based fuel to the following Project Site/Lot(s) as follows:

(Indicate all the project sites/lot(s) to be bid upon)

in accordance with Section VI – Technical Specifications and Section VII – Schedule of Requirements called for in the bid documents.

Very truly yours,

(Name & Signature)  
(Designation)

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 20

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Sample Form - 01

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**Bank Guarantee Form for Advance Payment**

**(This Form is Not Applicable)**

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

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*[name of bank or financial institution]*

---

*[address]*

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*[date]*

Sample Form - 02

### 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

Sample Form - 02

### CERTIFICATION AS A DOMESTIC ENTITY

This is to certify that based on the records of this office, (Name of individual, partnership, corporations or cooperative) is a duly registered (Specify) \_\_\_\_\_ on \_\_\_\_\_ for \_\_\_\_\_ years.

This further certifies that (Name of Person/Entity) \_\_\_\_\_ is a Domestic Entity pursuant to the provisions of the revised Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as “**The Government Procurement Reform Act**” having satisfied the following requirements:

- An individual or sole proprietor who is a citizen of the Philippines; or
- A partnership, corporation, cooperative or association with at least seventy five percent (75%) of interest or outstanding capital stock belonging to citizens of the Philippines;
- Habitually established in business and habitually engaged in the manufacture or sale of the merchandise of (Specify the merchandise) \_\_\_\_\_; and
- The business has been in existence for at least five (5) consecutive years since \_\_\_\_\_.

This certification is issued upon the request of (Name of Person/Entity) \_\_\_\_\_ in connection with its 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

\_\_\_\_\_  
Agency

Sample Form - 03

**Certification, Re: International Law of Principle of Reciprocity**

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**CERTIFICATION**

We certify that \_\_\_\_\_ Government grants to Filipino citizen the right to engage in and conduct business in \_\_\_\_\_ without restriction as regards ownership or equity requirements.

This certification is issued in accordance with the international law principle of reciprocity and to enable \_\_\_\_\_ to participate in the National Power Corporation (NPC) tender process for its oil-based fuel requirements without any restriction on ownership or equity requirements.

Issued this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Embassy of Bidder's Country) Embassy