



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

TERMS OF REFERENCE

FOR THE SUPPLY AND DELIVERY OF ADDITIONAL
OIL-BASED FUEL TO SPUG POWER PLANTS AND BARGES
FOR CY 2022
(NOVEMBER TO DECEMBER 2022)

ALTERNATIVE MODE OF PROCUREMENT
(NEGOTIATED PROCUREMENT - EMERGENCY CASES)

PR NO. HO-FMG22-006

OCTOBER 2022



National Power Corporation
NEGOTIATED PROCUREMENT
NP 2022-0016

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

PR Nos./PB Ref No. & Description	Similar Contracts	Pre-Nego Conference	Bid Submission / Opening	ABC
HO-FMG22-006 / PB221012-JL00406 (NP2) Supply and Delivery of Additional Oil-Based Fuel to SPUG Power Plants and Barges for CY 2022 • Mode of Award: Per Delivery Points	Supply and Delivery of Petroleum, Oil or Lubricant products	27 October 2022 9:30 A.M	03 November 2022 9:30 A.M	₱ 1,206,160,552.00
Venue: Kañao Function Room, NPC Bldg. Diliman, Quezon City				

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

PR Nos./PB Ref Nos.	Delivery Period / Contract Duration	Relevant Period of SLCC reckoned from the date of submission & receipt of bids
HO-FMG22-006	Two (2) Months	Five (5) Years

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

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

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

**Bids and Contracts Services Division,
Logistics Department**
BIR Road cor. Quezon Avenue
Diliman, Quezon City
Tel Nos.: 8924-5211 and
8921-3541 local 5564
Fax No.: 8922-1622
Email: bcsd@napocor.gov.ph


RENE B. BARRUELA
Vice President, Corporate Affairs Group and
Chairman, Bids and Awards Committee



NATIONAL POWER CORPORATION
Diliman, Quezon City

**TERMS OF REFERENCE
FOR THE SUPPLY AND DELIVERY OF ADDITIONAL
OIL-BASED FUEL TO SPUG POWER PLANTS AND BARGES
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PR NO. HO-FMG22-006

**ALTERNATIVE MODE OF PROCUREMENT
(NEGOTIATED PROCUREMENT – EMERGENCY CASES)**

1. Scope of Bid

Bids shall be for the supply and delivery of additional oil-based fuel requirements of SPUG power plants and barges as indicated in **Attachment "C"**.

Mode of Award is Per Delivery Points. The details of the ABC per delivery points are attached as **Attachment "C"**.

The contract term for this requirement is November to December 2022 (Two (2) Months). The delivery point and schedule of deliveries for above power plants and barges for two (2) months duration are indicated on **Attachment "A"** – Table of Delivery Points for Bidding and **Attachment "B"** - Schedule of Monthly Fuel Requirements.

2. Approved Budget for Contract

The Total Approved Budget for Contract (ABC) for this requirement is **PhP 1,206,160,552.00**

The details of the ABC per delivery points are attached as **Attachment "C"**.

3. Source of Funds

Approved Corporate Operating Budget of NPC.

4. Documents to be Submitted.

The documents to be submitted are indicated below. The details are provided on **Attachment "D"** – Checklist of Documentary Requirements.

4.1 Eligibility Documents

- a. 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 case 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 2016 Revised IRR of RA 9184.

4.2 Technical Documents

- a. Letter of Guarantee (Attachment "E").
- b. Omnibus Sworn statement in accordance with Section 25.2 (a) (viii) of the 2016 Revised IRR of R.A. 9184 and using the form prescribed in Attachment "F".
- c. Technical Data Sheets (Attachment "G")
- d. The Bidder must have completed, within five (5) years prior to the deadline for the submission and receipt of bids, at least one similar contract that is similar to this project, the value of which when adjusted to current prices using Philippine Statistics Authority (PSA) consumer price indices, must be at least twenty five percent (25%) of the ABC of the largest delivery points where the bidder is going to bid.

Statement of the Bidder's Single Largest Completed Contract (SLCC), using the form prescribed in Attachment "L", to be submitted during the bid opening and with the following supporting documents (Non submission shall be a ground for disqualification):

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

Similar contracts shall refer to ***Supply and Delivery of Petroleum, Oil or Lubricant Products***.

4.3 Financial Document

- a. Price Proposal Letter (Attachment "H") and
- b. Price Proposal Form (Attachment "I").

5. Submission of Proposal

The Bidder shall submit their Proposal through their authorized representative using the appropriate Forms as provided herein on or before the deadline as specified in the Invitation to Price Proposal and in sealed envelopes addressed to the Chairman, Bids and Awards Committee, NPC.

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

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

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

6. Deadline for Submission of Proposal

The Proposal shall be submitted at the date, time and venue as specified in the Invitation for Negotiated Procurement – Emergency Cases.

7. Price Proposal

The Bidder shall complete the Bid Price Proposal Form (Attachment "I"). The Bidder shall submit a bid for Bid Price, Discount, Biofuel and Delivery Cost which are components of the Delivered Price of fuel when multiplied to the Quantity shall result in a Total Contract Price not to exceed the Approved Budget for the Contract (ABC). Any bid beyond the ABC, per delivery point, shall be disqualified outright.

8. Evaluation of Price Proposals

- 8.1 The NPC BAC will undertake the detailed evaluation of the Price Proposal submitted.
- 8.2 The NPC BAC shall consider the following in the evaluation of price proposal.
 - (a) Completeness. Price proposal not addressing or providing all of the required items in the Price Proposal Form, shall be considered non-responsive. 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 "0" (zero) or a "-" (dash) for the said item would mean that it is being offered for free to NPC; and
 - (b) Arithmetical corrections. Consider computational errors and omissions to enable proper determination of total contract prices. Any adjustment shall be calculated in monetary terms to determine the calculated prices.
- 8.3 The NPC BAC's evaluation of price proposals shall only be based on the Price Proposal Letter which includes the Bid Price Proposal Form. The bids shall be evaluated, and the award of contract shall be based on the said grouping. The Bidders bid offer for each Delivery Point must be within the ABC of the Delivery Point. Bidder/s with bid offers that exceed the ABC of the Delivery Point or with incomplete price for the Delivery Point shall be rejected. Bidder/s is/are required to submit bids to all the power plants/barges under the under the lot. An incomplete submission of bid shall be non-responsive and disqualified outright.

Arithmetical corrections shall consider the following, in case 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 components items the latter shall prevail;
4. Unit cost in the detailed estimate and unit cost in the bill of quantities, the latter shall prevail

Evaluation and Comparison of Bids:

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:

Delivered Price = **(Bid Price x 0.98) + (Biofuel Cost x 0.02) + Fuel Marking Fee + Excise Tax + Delivery Cost + EVAT**

Where:

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)**, up to four (4) decimal places, Peso/Liter.

Bid = Price for 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 **(Bid Price x 0.98) + (Biofuel Cost x 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.

= $[(\text{Bid Price} \times 0.98) + (\text{Biofuel} \times 0.02 \text{ Cost}) + \text{Fuel Marking Fee} + \text{Excise Tax} + \text{Delivery Cost}] \times 0.12$

The bidder with the lowest evaluated bid price for a particular delivery point 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.

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.

9. Post-Qualification

The NPC BAC shall determine to its satisfaction whether the Supplier complies with and is responsive to all the requirements and conditions specified in Clauses 4 and 8 of this TOR.

The Bidder shall submit the following documentary requirements for post-qualification:

- a. Copy of latest Annual Income Tax Return duly stamped and received by the BIR and duly validated with the tax payments made thereon;
- b. Copy of Business Tax Return - Quarterly or Monthly Value-Added Tax Return (BIR Form No. 2550-M / 2550-Q) duly stamped and received by the BIR and duly validated with the tax payments made thereon. The Business Tax Return / Value-Added Tax Return shall be for the last six (6) consecutive months, the latest of which shall not be earlier than three (3) months preceding the eligibility submission. The Business Tax Returns / Value-Added Tax Returns shall either be quarterly, monthly or combination of both provided that the above requirement is complied.

10. Performance Security

Upon issuance of the Notice of Award, the Supplier shall post the required performance security in any of the following forms:

Form	Amount, PhP
a) Cash, Manager's/Cashier's Check issued by a Universal or Commercial Bank.	5% of the Total Contract Price
b) Bank Draft/Guarantee or Irrevocable Letter of Credit issued by a Universal Bank or Commercial Bank; Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	5% of the Total Contract Price
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.	30% of the Total Contract Price

The proceeds of the performance security shall be payable to NPC as compensation for any loss of revenue, damages, penalties or incidental expenses resulting from failure of the Supplier to perform its obligations under this Supplier.

11. Force Majeure

- 11.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of a Force Majeure.
- 11.2 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 Contractor 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 Contractor. Such events may include, but not limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 11.3 If a *force majeure* situation arises, the Supplier shall promptly notify the NPC in writing of such condition and the cause thereof. Unless otherwise directed by the 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*

12. Contract Amendment

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

13. Scope of Work

- 13.1 Supply and delivery of oil-based fuel as specified herein Technical Specifications and Schedule of Requirements.
- 13.2 The quantity of fuel to be delivered shall be in accordance with **Attachment “A”** – Table of Delivery Points for Bidding, subject to the provisions of Clause 17 - Prices and Clause 18 – Payment, of this Terms of Reference.

The monthly breakdown of fuel requirements based on the approved Fuel Procurement Plan of NPC, are indicated in **Attachment “B”** - 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 16.1 (c), Nomination Procedure/Schedule of Monthly Fuel Requirements.

- 13.3 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.

14. Contract Period and Location

- 14.1 The supply and delivery of oil-based fuel shall cover the period **November to December 2022 (Two (2) months)**. The quantities of fuel to be delivered are indicated in Table of Delivery Points for Bidding. However, should there still be an available amount 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.**

- 14.2 The delivery points and location are indicated in **Attachment "A"** – 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.

15. Fuel Specifications

- 15.1 The Supplier shall guarantee to supply and deliver fuel in accordance with the quality specifications as indicated in Technical Specifications. The Supplier shall furnish NPC the Quality Certificate for each and every fuel delivery via the mode of delivery as specified in Clause - 20, Transportation.

16. Delivery and Documents

- 16.1 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 Section 11 – Force Majeure, 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 Section 26 – 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. If no response received from the Supplier within the twenty-four (24) hours, the delivery schedule requested by NPC shall be considered as the confirmed delivery schedule.

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 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 Clause 20.1 (c).

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 Clause 11.

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 Clause 11, 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 Attachment "A" - 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 Clause 11, Supplier is also liable to pay NPC penalties and damages as specified in Clause 26 – Liquidated Damages 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 20.1 (b) provided the notice requirement to NPC as specified in Clause 16, is complied with, otherwise all expenses incurred due to delays or non-receipt of delivery shall be for the account of Supplier.

17. Prices

17.1 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:

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**

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

Where:

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 Price Adjustments = difference between average of the past week and Price adjustment the average of present week up to four (4) decimal places, US\$.Bbl

Mean of Platts Singapore or MOPS = refers to the mean of the high and low components of Platts assessment for oil cargoes loading from Singapore as officially released by S&P Global Platts.

Note: Diesel Oil: Gasoil, 0.25% Sulfur in US\$/Bbl

MOPS price quotation effectivity date follow that which is specified in the Platt's Report.

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.

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, up to four (4) decimal places.

However, in case the Biofuel Blend ratio is modified in accordance with the said law (R. A. 9367), the ratio in the formula shall be modified accordingly, e.g. $(0.97 \times \text{Bid Price}) + (0.03 \times \text{Biofuel Cost})$ in the Delivered Price of Diesel Oil for 97% base Diesel Oil and 3% Biodiesel mix.

The Biofuel Cost and the ratio of mix shall apply to Diesel Oil only and is not applicable to Fuel Oil.

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.

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

- 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, up to four (4) decimal places.
- E-VAT** = 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 is up to four (4) decimal places.
- = **[(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 factor of *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 Attachment "J" – 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 Attachment "J" – 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 Clause 11, 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 19. 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.

17.2 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 Clause 17.1 above and in the Price Proposal Form Attachment "H" and the Bid, Discount, Biofuel Cost, Fuel Marking Fee, Excise Tax and Delivery Cost as bid. The quantity shall also indicated in the Price Proposal Form.

The Total Contract Price is expected to be consumed within the contract term. However, should there still be an available amount 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 shall be guided by the provisions of Clause 18.3, Contract Amount and Implementation.

18. Payment

18.1 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 (for Supplier's assigned fuel hauler)
- 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 20.1 (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. Original 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.

18.2 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 18.1 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 Section 1.1, 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 **Attachment "J"**.

18.3 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. No payment shall be made by NPC for fuel deliveries in excess of the Total Contract Price and/or Contract Quantity.

18.4 Delayed/Prompt Payment

Except when due to force majeure as specified in Clause 11, 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.

18.5 Payment in Case of Contract Termination

In case of termination of this Contract, 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.

19. 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 21.1 (d), or corresponding penalty or adjustment as follows:

19.1. Price Adjustments

The price for products delivered by Supplier and accepted by NPC not conforming to the Guaranteed Fuel Specifications as specified in Attachment "G" – Technical Data Sheets, 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 Diesel Oil (LHV = 18,399 to 18,200 Btu/lb.):

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

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 Attachment "G" – Technical Data Sheets.

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

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 21 and Attachment "G" – Technical Data Sheets.

20. Transportation

20.1 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:

Mode of Delivery

Supplier shall deliver the fuel in accordance with the Modes of Delivery as set forth in Attachment "A" – 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 18.1 (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 Attachment "A" – 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 21.1 (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 18.1 (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 18.1 (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 21.1 (c).

The original copy of the invoice including all required supporting documents as specified in Clause 18.1 (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 steel navy cubes and container steel drums of 5,000 liters and 210 liters capacity, respectively. Supplier shall guarantee the volume content of each navy cube or drum. NPC reserves the right to check the volume or the quantity of fuel in the navy cubes and 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 23 - 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)	(Supplier)
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		
	1. Supplier's quality analysis		
	a. off-specs (no umpiring needed)	Supplier	Supplier

<ul style="list-style-type: none"> b. umpiring results <ul style="list-style-type: none"> - within specs - off-specs 	<p>NPC Supplier</p>	<p>NPC Supplier</p>
<ul style="list-style-type: none"> v. Vessel waiting time due to delayed arrival of Supplier's representative and/or surveyor and/or laboratory result 	<p>Supplier</p>	<p>Supplier</p>
<ul style="list-style-type: none"> vi. Vessel waiting time due to delayed arrival of NPC SPUG representative and/or NPC's laboratory result 	<p>NPC</p>	<p>NPC</p>
<ul style="list-style-type: none"> vii. Vessel's prolonged pumping time: <ul style="list-style-type: none"> 1. due to shore limitations <ul style="list-style-type: none"> - Supplier's and/or Supplier-arranged berthing facilities - NPC's and/or NPC-arranged berthing facilities 2. due to reasons attributable to vessel and/or crew 	<p>NPC Supplier NPC Supplier</p>	<p>Supplier Supplier NPC Supplier</p>
<ul style="list-style-type: none"> viii. Vessel is required to unberth and re-berth due to: <ul style="list-style-type: none"> 1. problems attributable to NPC 2. problems attributable to vessel and/or crew, or on the initiative of Supplier 	<p>NPC Supplier</p>	<p>NPC Supplier</p>

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:

- | | |
|--|--------------------------------------|
| <ul style="list-style-type: none"> i. Due to NPC's request/fault ii. Due to Supplier's initiative iii. Due to rejection of fuel delivery provided reason is | <p>NPC
Supplier
Supplier</p> |
|--|--------------------------------------|

legitimate, example, fuel does not meet specification, is contaminated, and/or free water is more than 1% by volume (total or per compartment).

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 2016 Revised IRR of R.A. 9184. Cost of transfer in such cases shall be for the account of NPC. In addition, the bid prices 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 price 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 price 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 price 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 price and delivery costs of the recipient power plant/delivery point shall be used as basis for payment of fuel deliveries.

The amended 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 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 price 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 price 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 Attachment "A" - 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 is in transit from Supplier's Refinery/Terminal/Depot/Stock Point to NPC SPUG delivery reference points on board vessels/product haulers of the Supplier. 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 when the fuel is received at the delivery point as specified in Attachment "A" – Table of Delivery Points for Biding.

e) Cancellation/Relocation of Fuel Supply

In the event the operation of any of NPC's power plant/barge ceases or 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 17.1 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.

21.0 Inspection and Tests

21.1 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 Attachment "I" – Technical Data Sheets. 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), 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. 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 Attachment “K” - 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 Attachment "G" – Technical Data Sheets. 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 Attachment "G" – Technical Data Sheets. Likewise, NPC has the right to reject the fuel delivery or the fuel in any tank/compartments 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 19, Penalty on 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 (Attachment "G" – Technical Data Sheets), 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 Clause 26 – Liquidated Damages 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.

22. Incidental Services

- 22.1 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.

23. Packaging

- 23.1 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.
- 23.2 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.
- 23.3 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 | : |
- 23.4 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.

24. Insurance

- 24.1 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.

25. Privatization

- 25.1 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.
- 25.2 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.
- 25.3 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.

26. Liquidated Damages

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 fuel to NPC power plants below the minimum vessel/tank truck capacity as provided in Section VII – Schedule of Requirements, 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 the fuel, 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

27. Settlement of Disputes

- 27.1 If any disputes or difference or any kind whatsoever shall arise between the Procuring Entity 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.
- 27.2 If after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity 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.

- 27.3 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.
- 27.4 In the case of a dispute between the Procuring Entity 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."

28. Termination for Default

- 28.1 The Procuring Entity 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 the Procuring Entity 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;
- 28.2 The Procuring Entity 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 sixty (60) calendar days after receipt of the notice from the Procuring Entity stating that the circumstances of force majeure is deemed to have ceased;
- 28.3 The Procuring Entity shall terminate the contract when the Supplier fails to perform any other obligations under the Contract;
- 28.4 In the event the Procuring Entity terminates this Contract in whole or in part, for any of the reasons provided under **TS 19 to 22**, the Procuring Entity 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 the Procuring Entity for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of this Contract to the extent not terminated;
- 28.5 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, the Procuring Entity may terminate this Contract, forfeit the Supplier's performance security and award the same to a qualified Supplier.

29. Termination for Insolvency

The Procuring Entity 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 the Procuring Entity and/or the Supplier.

30. Termination for Convenience

- 30.1 The Procuring Entity may terminate this Contract, in whole or in part, at any time for its convenience. The Head of the Procuring Entity 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.
- 30.2 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 the Procuring Entity at the contract terms and prices. For Goods not yet performed and/or ready for delivery, the Procuring Entity 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.
- 30.3 If the Supplier suffers loss in its initial performance of the terminated contract, such as purchase of raw materials for goods specially manufactured for the Procuring Entity 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 the Procuring Entity before recovery may be made.

31. Termination for Unlawful Acts

The Procuring Entity 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:

- *Corrupt, fraudulent, and coercive practices as defined in ITB Clause 4;*
- *Drawing up or using forged documents;*
- *Using adulterated materials, means or methods, or engaging in production contrary to rules of science or the trade; and*
- *Any other act analogous to the foregoing.*

ATTACHMENTS

- Attachment "A" - Table of Delivery Points for Bidding**
- Attachment "B" - Schedule of Monthly Fuel Requirements**
- Attachment "C" - Approved Budget for Contract (ABC) for Bidding**
- Attachment "D" - Checklist of Documentary Requirements**
- Attachment "E" - Notarized Letter of Guarantee**
- Attachment "F" - Omnibus Sworn Statement**
- Attachment "G" - Technical Data Sheets**
- Attachment "H" - Price Proposal Letter**
- Attachment "I" - Price Proposal Form**
- Attachment "J" - Sample Computation and Line Graph For Fuel Supply – Per Order Basis**
- Attachment "K" - MultiPort Deliveries**
- Attachment "L" - Single Largest Completed Contract**

ATTACHMENT "A"

**TABLE OF DELIVERY POINTS
FOR BIDDING**

NATIONAL POWER CORPORATION
OIL-BASED FUEL REQUIREMENTS FOR NOVEMBER 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/Truck Capacity Kiloliters					
DIESEL OIL									
LUZON									
Marinduque/Quezon/North Luzon Area									
Marinduque									
LOT 1 - Marinduque ***									
1 Boac DP	1,800	Tank Truck		20	Bgy. Bantad, Boac, Marinduque	350	175	88	Plantsite delivery
2 PB-120	230	Tank Truck		20	Port Balanacan, Mogpog, Marinduque	90			Bargesite delivery
3 Torrijos DP	391	Tank Truck		20	Brgy. Cagpo, Torrijos, Marinduque	50	25	10	Plantsite delivery
4 Mongpong DP	13	Tank Truck		20	Brgy. Cagpo, Torrijos, Marinduque	50	25	10	Fuel shall be delivered at Torrijos DP
Quezon									
Per Plant									
1 Casiguran DP	340	Tank Truck		16	Brgy. Esteves, Casiguran, Aurora	660			Plantsite delivery
2 Palanan DP	46	Tank Truck (a)		16	Dingalan Pier/Baler Pier, Aurora	35			NPC Hauler to pick-up fuel at delivery point.
Lot 2 - Quezon	124	Tank Truck (a)		14	Real Pier, Quezon				NPC Hauler to pick-up fuel at delivery point.
1 Jomalig DP	48								
2 Patnanungan DP	76								

NOTES :

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

*** Lot with individual plant sites deliveries

NATIONAL POWER CORPORATION
OIL-BASED FUEL REQUIREMENTS FOR NOVEMBER 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					
DIESEL OIL									
LUZON									
Mindoro/Romblon Areas									
Per Plant									
1 Pulang Lupa Rental	1,417	Tank Truck		20	Pulang Lupa, Central, San Jose, Occ. Mindoro	500			Plantsite delivery
Lot 3 - Lubang	375	Tank Truck / Pipeline (b/c)		20	Any Pier or Depot in Manila Bay, Bataan, Batangas Province and Subic Bay (except SBMA)	320			NPC Hauler to pick-up fuel at delivery point.
1 Lubang DP	236								
2 Cabra DP	20								
3 Tingloy DP	119								
Lot 4 - Romblon***									
1 Romblon DP	232	Barge/Tank Truck		14	Capaclan, Romblon, Romblon	130	65	33	Plantsite delivery
2 PB 106	292	Barge/Tank Truck		14	Bagacay, Romblon, Romblon	230	115	58	Bargesite delivery
3 Sibuyan DP	95	Barge/Tank Truck		14	Poblacion, San Fernando, Sibuyan, Romblon	320	160	80	Plantsite delivery
4 San Jose DP	80	Barge/Refillable Drum **			Poblacion, San Jose, Romblon	35	18	10	Plantsite delivery
5 Banton DP	48	Barge/Refillable Drum **			Hambian, Banton, Romblon	35	18	10	Plantsite delivery
6 Corcuera DP	82	Barge/Refillable Drum **			San Agustin, Corcuera, Romblon	35	18	10	Plantsite delivery
7 Concepcion DP	41	Barge/Refillable Drum **			Sibale Island, Poblacion, Concepcion, Romblon	35	18	10	Plantsite delivery

NOTES :

- (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.
** Refillable drums shall be owned and maintained by the Supplier.
*** Lot with individual plant sites deliveries

NATIONAL POWER CORPORATION
 OIL-BASED FUEL REQUIREMENTS FOR NOVEMBER 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					
DIESEL OIL									
LUZON									
Bicol Area									
Lot 5 - Albay	165	Tank Truck (a)		14	Bacacay Pier				NPC Hauler to pick-up fuel at delivery point.
1 Rapu-Rapu DP	92					35			
2 Batan DP	73					45			
Per Plant									
1 Palumbanes DP	20	Tank Truck (a)		14	Bato, Catanduanes	70			Fuel shall be delivered to Marinawa DP.

NOTES :

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

NATIONAL POWER CORPORATION
OIL-BASED FUEL REQUIREMENTS FOR NOVEMBER 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/Truck Capacity Kliters					
DIESEL OIL									
LUZON									
Palawan Area									
Northern Palawan									
1 San Vicente DP	188	Tank Truck		20	Brgy. New Agutaya, San Vicente, Palawan	50			Plantsite delivery
2 El Nido DP	790	Tank Truck		20	Maligaya, El Nido, Palawan	200			Plantsite delivery
3 Kalayaan DP	13	Tank Truck (a) /Tank Truck		14	Palawan Operations Div. Office, Brgy. Tiniguiban/Irawan Substation, Pto. Prinsesa, Palawan	18			NPC Hauler to pick-up fuel at delivery point.
Lot 8 - Busuanga	217	Tank Truck / Pipeline (b/c)		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.
1 Cuijon DP	169								
2 Linapacan DP	48								
Per Plant									
1 Taytay DP	316	Tank Truck		14	Bgy. Nalbot, Taytay, Palawan	200	30	10	Plantsite delivery
2 Araceli DP	48	Tank Truck (a)		14	Roxas DP, Sitio, Umalad, Roxas, Palawan				NPC Hauler to pick-up fuel at delivery point.
Southern Palawan									
Per Plant									
1 Rizal DP	143	Tank Truck		20	Brgy. Punta Baja, Rizal, Palawan	60			Plantsite delivery
Lot 7 - Cuyo	355	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.
1 Cuyo DP	305								
2 Cagayancillo DP	28								
3 Agutaya DP	22								
Per Plant									
1 Balabac DP	41	Tank Truck (a)		20	Brooke's Point S/S, Palawan	15			NPC Hauler to pick-up fuel at delivery point

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 NOVEMBER 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/Truck Capacity Kliters					
DIESEL OIL									
VISAYAS									
Eastern Visayas									
Per Plant									
1 Limasawa DP	37	Tank Truck (a)		14	Padre Burgos Pier, Southern Leyte				NPC Hauler to pick-up fuel at delivery point.
2 Biri DP	89	Tank Truck (a)		14	Lavezares Pier, Northern Samar				NPC Hauler to pick-up fuel at delivery point.
3 Maripipi DP	54	Tank Truck (a)		14	Kawayan Pier, Biliran				NPC Hauler to pick-up fuel at delivery point.
4 Tagapul-an DP	37	Tank Truck (a)		14	Maginoo Port or Cataingan Pier, Calbayog City				NPC Hauler to pick-up fuel at delivery point.
Lot 8 - Catbalogan	106	Tank Truck (a)		14	Catbalogan City Pier, Samar				NPC Hauler to pick-up fuel at delivery point.
1 Zumarraga DP	33					35			
2 PB 113	73					230	115	58	
Lot 9 - Calbayog	52	Tank Truck (a)		14	Calbayog City Pier, Samar				NPC Hauler to pick-up fuel at delivery point.
1 Almagro DP	23								
2 Sto. Niño DP	29								
Lot 10 - Victoria	163	Tank Truck (a)		14	Victoria Pier, Northern Samar				NPC Hauler to pick-up fuel at delivery point.
1 Capul DP	87								
2 San Antonio DP	76								

NOTES :

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

NATIONAL POWER CORPORATION
OIL-BASED FUEL REQUIREMENTS FOR NOVEMBER 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					
DIESEL OIL									
VISAYAS									
Western Visayas									
Per Plant									
1 Guintarcan DP	35	Tank Truck (a)		14	Daanbantayan Pier, Cebu				NPC Hauler to pick-up fuel at delivery point.
2 Gigantes DP	104	Tank Truck (a)		14	Estancia Pier, Iloilo				NPC Hauler to pick-up fuel at delivery point.
Lot 11 - Bohol	49	Tank Truck		14	Cortes, Bohol				Fuel shall be delivered at storage tank in Cortes, Bohol
1 Bagongbangwa DP	4								
2 Balicasag DP	11								
3 Batasan DP	1								
4 Bilangbilangan DP	1								
5 Cuaming DP	9								
6 Hambongan DP	4								
7 Mantatao DP	2								
8 Mocaboc DP	2								
9 Pamitacan DP	11								
10 Pangapasan DP	2								
11 Ubay DP	1								
12 Cabul-an DP	1								
Per Plant									
1 Caluya DP	112	Tank Truck (a)		14	Libertad or Pandan Pier, Antique / Ibajay Pier, Aklan				NPC Hauler to pick-up fuel at delivery point.

NOTES :

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

NATIONAL POWER CORPORATION
 OIL-BASED FUEL REQUIREMENTS FOR NOVEMBER 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					
DIESEL OIL									
MINDANAO									
Eastern Mindanao									
Per Plant									
1 Ninoy Aquino DP	198	Tank Truck		16	Brgy. Malegdeg, Sen. Ninoy Aquino, Sultan Kudarat	108			Plantsite delivery
2 Kalamansig DP	911	Tank Truck		16	Kalamansig, Sultan Kudarat	202			Plantsite delivery
3 Palimbang DP	84	Tank Truck		16	Brgy. Baranayan, Palimbang, Sultan Kudarat				Plantsite delivery
Lot 12 - Surigao	928								
1 Dinagat DP	790	Tank Truck (b)			Surigao City Pier	352			
2 PB 116	27	Tank Truck (b)							
3 Hikdop DP	26	Tank Truck (a)			Surigao City Pier / Bamban / Placer / San Francisco Pier, Surigao del Norte	35			
4 Loreto DP	85								

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 NOVEMBER 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					
DIESEL OIL									
MINDANAO									
Western Mindanao									
Per Plant									
1 Mapun DP	97	Tank Truck (a)		14	Zamboanga City Pier				NPC Hauler to pick-up fuel at delivery point
Lot 13 - Basilan	2,427	Tank Truck / Pipeline (b/c)		20	Zamboanga City Pier / Depot				NPC Hauler to pick-up fuel at delivery point
1 Basilan DP	1,636								
2 PB-119	300								
3 PB-108	458								
4 Sacol DP	33								
Lot 14 - Sulu	2,140	Tank Truck / Pipeline (b/c)		20	Zamboanga City Pier / Depot				NPC Hauler to pick-up fuel at delivery point
1 Jolo DP	1,920								
2 Siasi DP	220								
Lot 15 - Tawi Tawi	515	Tank Truck / Pipeline (b/c)		20	Zamboanga City Pier / Depot				NPC Hauler to pick-up fuel at delivery point
1 Balimbing DP	81								
2 Sibutu DP	67								
3 West Simunul DP	97								
4 Sitangkai DP	121								
5 Tandubanak DP	76								
6 Tandubas DP	73								

NOTE :

- (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 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.

ATTACHMENT "B"

**SCHEDULE OF MONTHLY FUEL
REQUIREMENTS**

NATIONAL POWER CORPORATION
 OIL-BASED FUEL REQUIREMENTS FOR NOVEMBER 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														
LUZON														
Marinduque/Quezon/North Luzon Area														
Marinduque														
LOT 1 - Marinduque ***														
1 Boac DP	Tank Truck											1,000	800	1,800
2 PB-120	Tank Truck											120	110	230
3 Torrijos DP	Tank Truck											200	191	391
4 Mongpong DP	Tank Truck											7	6	13
Quezon														
Per Plant														
1 Casiguran DP	Tank Truck											200	140	340
2 Palanan DP	Tank Truck (a)											26	20	46
Lot 2 - Quezon	Tank Truck (a)											70	54	124
1 Jomalig DP														
2 Patnanungan DP														

NOTES :

- (a) Fuel cargo shall be transferred to drums at delivery point.
- *** Lot with individual plant site deliveries

NATIONAL POWER CORPORATION
 OIL-BASED FUEL REQUIREMENTS FOR NOVEMBER 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															
LUZON															
Mindoro/Romblon Areas															
Per Plant															
1 Pulang Lupa Rental	Tank Truck												710	707	1,417
Lot 3 - Lubang	Tank Truck / Pipeline (b/c)												195	180	375
1 Lubang DP															
2 Cabra DP															
3 Tingloy DP															
Lot 4 - Romblon***															
1 Romblon DP	Barge/Tank Truck												120	112	232
2 PB 106	Barge/Tank Truck												148	144	292
3 Sibuyan DP	Barge/Tank Truck												50	45	95
4 San Jose DP	Barge/Refillable Drum **												40	40	80
5 Banton DP	Barge/Refillable Drum **												25	23	48
6 Corcuera DP	Barge/Refillable Drum **												42	40	82
7 Concepcion DP	Barge/Refillable Drum **												21	20	41

NOTES :

- (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.
- ** Refillable drums shall be owned and maintained by the Supplier.
- *** Lot with individual plant site deliveries

NATIONAL POWER CORPORATION
 OIL-BASED FUEL REQUIREMENTS FOR NOVEMBER 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															
LUZON															
Bicol Area															
Lot 5 - Albay	Tank Truck (a)												90	75	165
1 Rapu-Rapu DP															
2 Batan DP															
Per Plant															
1 Palumbanes DP	Tank Truck (a)												20		20

NOTES :

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

NATIONAL POWER CORPORATION
OIL-BASED FUEL REQUIREMENTS FOR NOVEMBER 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															
LUZON															
Palawan Area															
Northern Palawan															
Per Plant															
1 San Vicente DP	Tank Truck												100	86	186
2 El Nido DP	Tank Truck												400	390	790
3 Kalayaan DP	Tank Truck (a) /Tank Truck												13		13
Lot 6 - Busuanga	Tank Truck / Pipeline (b/c)												117	100	217
1 Cullion DP															
2 Linapacan DP															
Per Plant															
1 Taytay DP	Tank Truck												180	136	316
2 Araceli DP	Tank Truck (a)												28	20	48
Southern Palawan															
Per Plant															
1 Rizal DP	Tank Truck												80	63	143
Lot 7 - Cuyo	Tank Truck / Pipeline (b/c)												200	155	355
1 Cuyo DP															
2 Cagayancillo DP															
3 Agutaya DP															
Per Plant															
1 Balabac DP	Tank Truck (a)												21	20	41

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 NOVEMBER 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																
VISAYAS																
Eastern Visayas																
Per Plant																
1 Limasawa DP	Tank Truck (a)												20	17	37	
Per Plant																
1 Biri DP	Tank Truck (a)													46	43	89
2 Maripipi DP	Tank Truck (a)													28	26	54
3 Tagapul-an DP	Tank Truck (a)													20	17	37
Lot 8 - Catbalogan	Tank Truck (a)													60	46	106
1 Zumarraga DP																
2 PB 113																
Lot 9 - Calbayog	Tank Truck (a)													30	22	52
1 Almagro DP																
2 Sto. Niño DP																
Lot 10 - Victoria	Tank Truck (a)													90	73	163
1 Capul DP																
2 San Antonio DP																

NOTES :

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

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

SPUG POWER PLANTS AND BARGES

PLANT NAME	Mode of Delivery	2022												TOTAL (in Kliters)	
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
DIESEL OIL															
VISAYAS															
Western Visayas															
Per Plant															
1 Guintarcan DP	Tank Truck (a)												20	15	35
2 Gigantes DP	Tank Truck (a)												60	44	104
Lot 11 - Bohol	Tank Truck												29	20	49
1 Bagongbangwa DP															
2 Balicasag DP															
3 Batasan DP															
4 Bilangbilangan DP															
5 Cuaming DP															
6 Hambongan DP															
7 Mantatao DP															
8 Mocaboc DP															
9 Pamilacan DP															
10 Pangapasan DP															
11 Ubay DP															
12 Cabul-an DP															
Per Plant															
1 Caluya DP	Tank Truck (a)												60	52	112

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

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

SPUG POWER PLANTS AND BARGES

PLANT NAME	Mode of Delivery	2022												TOTAL (in Kliters)	
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec		
DIESEL OIL															
MINDANAO															
Eastern Mindanao															
Per Plant															
1 Ninoy Aquino DP	Tank Truck												100	98	198
2 Kalamansig DP	Tank Truck												500	411	911
3 Palimbang DP	Tank Truck												50	34	84
Lot 12 - Surigao													500	428	928
1 Dinagat DP	Tank Truck (b)														
2 PB 116	Tank Truck (b)														
3 Hikdop DP	Tank Truck (a)														
4 Loreto 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 NOVEMBER 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														
Per Plant														
1 Mapun DP	Tank Truck (a)											60	37	97
Lot 13 - Basilan	Tank Truck / Pipeline (b/c)											1,350	1,077	2,427
1 Basilan DP														
2 PB-119														
3 PB-108														
4 Sacol DP														
Lot 14 - Sulu	Tank Truck / Pipeline (b/c)											1,140	1,000	2,140
1 Jolo DP														
2 Siasi DP														
Lot 15 - Tawi Tawi	Tank Truck / Pipeline (b/c)											300	215	515
1 Balimbing DP														
2 Sibutu DP														
3 West Simunul DP														
4 Sitangkai DP														
5 Tandubanak DP														
6 Tandubas DP														

NOTE :

- (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.

ATTACHMENT "C"

**APPROVED BUDGET FOR THE
CONTRACT (ABC) FOR BIDDING**

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

SPUG POWER PLANTS AND BARGES

PLANT/LOT NAME	Quantity	ABC
	Kliters	PhP
DIESEL OIL		
LUZON		
Marinduque/Quezon/North Luzon Area		
Marinduque		
LOT 1 - Marinduque ***	2,434	185,311,756
1 Boac DP	1,800	136,772,640
2 PB-120	230	17,741,832
3 Torrijos DP	391	29,806,282
4 Mongpong DP	13	991,002
Quezon		
Per Plant		
1 Casiguran DP	340	25,505,202
2 Palanan DP	46	3,470,760
Lot 2 - Quezon	124	9,465,119
1 Jomalig DP	48	3,663,917
2 Patnanungan DP	76	5,801,202
TOTAL MQNL Area	2,944	223,752,837
Mindoro/Romblon Area		
Mindoro		
Per Plant		
1 Pulang Lupa Rental	1,417	106,496,761
Lot 3 - Lubang	375	28,825,063
1 Lubang DP	236	16,881,906
2 Cabra DP	20	1,430,670
3 Tingloy DP	119	8,512,487
Romblon		
Lot 4 - Romblon ***	870	75,888,908
1 Romblon DP	232	19,386,894
2 PB 106	292	24,400,746
3 Sibuyan DP	95	7,965,009
4 San Jose DP	80	7,698,904
5 Banton DP	48	4,613,016
6 Corcuera DP	82	7,888,761
7 Concepcion DP	41	3,935,578
TOTAL Mindoro / Romblon Area	2,662	209,210,732

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

SPUG POWER PLANTS AND BARGES

PLANT/LOT NAME	Quantity	ABC
	Kliters	PhP
DIESEL OIL		
Bicol Area		
Lot 5 - Albay	185	12,476,360
1 Rapu-Rapu DP	92	6,956,516
2 Batan DP	73	5,519,844
Per Plant		
1 Palumbanes DP	20	1,584,882
TOTAL Bicol Area	185	14,061,242
Palawan Area		
Northern Palawan		
Per Plant		
1 San Vicente DP	186	13,795,694
2 El Nido DP	790	59,134,028
3 Kalayaan DP	13	969,636
Lot 6 - Busuanga	217	15,522,770
1 Culion DP	169	12,089,162
2 Linapacan DP	48	3,433,608
Per Plant		
1 Taytay DP	316	23,504,586
2 Araceli DP	48	3,677,174
Southern Palawan		
Per Plant		
1 Rizal DP	143	10,690,551
Lot 7 - Cuyo	355	25,394,499
1 Cuyo DP	305	21,817,809
2 Cagayancillo DP	28	2,002,946
3 Agutaya DP	22	1,573,744
Per Plant		
1 Balabac DP	41	3,161,633
TOTAL Palawan Area	2,109	155,850,571
TOTAL LUZON	7,900	602,875,382

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

SPUG POWER PLANTS AND BARGES

PLANT/LOT NAME	Quantity	ABC
	Kliters	PhP
DIESEL OIL		
VISAYAS		
Eastern Visayas		
Per Plant		
1 Limasawa DP	37	2,756,515
2 Biri DP	89	6,709,995
3 Maripipi DP	54	4,003,042
4 Tagapul-an DP	37	2,772,736
Lot 8 - Catbalogan	106	7,901,770
1 Zumarraga DP	33	2,459,985
2 PB 113	73	5,441,785
Lot 9 - Calbayog	52	3,899,767
1 Almagro DP	23	1,724,897
2 Sto. Niño DP	29	2,174,870
Lot 10 - Victoria	183	12,298,703
1 Capul DP	87	6,563,271
2 San Antonio DP	76	5,733,432
TOTAL Eastern Visayas	538	40,340,528
Western Visayas		
Per Plant		
1 Guintarcan DP	35	2,640,281
2 Gigantes DP	104	7,650,198
Lot 11 - Bohol	49	3,659,644
1 Bagongbangwa DP	4	298,746
2 Balicasag DP	11	821,553
3 Batasan DP	1	74,687
4 Bilangbilangan DP	1	74,687
5 Cuaming DP	9	672,179
6 Hambongan DP	4	298,746
7 Mantatao DP	2	149,373
8 Mocaboc DP	2	149,373
9 Pamilacan DP	11	821,553
10 Pangapasan DP	2	149,373
11 Ubay DP	1	74,687
12 Cabul-an DP	1	74,687
Per Plant		
1 Caluya DP	112	8,300,858
TOTAL Western Visayas	300	22,250,981
TOTAL VISAYAS	838	62,591,509

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

SPUG POWER PLANTS AND BARGES

PLANT/LOT NAME	Quantity	ABC
	Kliters	PhP
DIESEL OIL		
MINDANAO		
Eastern Mindanao		
Per Plant		
1 Sen. Ninoy Aquino DP	198	14,918,647
2 Kalamansig DP	911	68,778,951
3 Palimbang DP	84	6,324,293
Lot 12 - Surigao	928	69,212,003
1 Dinagat DP	790	58,919,701
2 PB 116	27	2,013,711
3 Hikdop DP	26	1,939,129
4 Loreto DP	85	6,339,462
TOTAL Eastern Mindanao	2,121	159,233,894
MINDANAO		
Western Mindanao		
Per Plant		
1 Mapun DP	97	7,115,581
Lot 13 - Basilan	2,427	178,774,761
1 Basilan DP	1,636	120,509,069
2 PB-119	300	22,098,240
3 PB-108	458	33,736,646
4 Sacol DP	33	2,430,806
Lot 14 - Sulu	2,140	157,634,112
1 Jolo DP	1,920	141,428,736
2 Siasi DP	220	16,205,376
Lot 15 - Tawi-Tawi	515	37,935,313
1 Balimbing DP	81	5,966,525
2 Sibutu DP	67	4,935,274
3 West Simunul DP	97	7,145,098
4 Sitangkai DP	121	8,912,957
5 Tandubanak DP	76	5,598,221
6 Tandubas DP	73	5,377,238
TOTAL Western Mindanao	5,179	381,459,767
TOTAL MINDANAO	7,300	540,693,661
TOTAL DIESEL OIL	16,038	1,206,160,552

*** Lot with individual plant site deliveries

ATTACHMENT "D"

**CHECKLIST OF DOCUMENTARY
REQUIREMENTS**

ATTACHMENT "D"

CHECKLIST OF DOCUMENTARY REQUIREMENTS

- 1.) Eligibility (1st Envelope)**
- 2.) Technical (1st Envelope); and**
- 3.) Financial (2nd Envelope)**

I. Eligibility Documents (First Envelope):

Legal Documents

- (i) 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 case 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 2016 Revised IRR of RA 9184.

II. Technical Documents (First Envelope)

- (i) Notarized Letter of Guarantee (Attachment "E");
- (ii) Duly signed, completely filled-out and notarized Omnibus Sworn statement (Revised) (Attachment "F"), 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)
- (iii) Technical Data Sheets (Attachment "G")
- (iv) The Bidder must have completed, within five (5) years prior to the deadline for the submission and receipt of bids, at least one similar contract that is similar to this project, the value of which when adjusted to current prices using Philippine Statistics Authority (PSA) consumer price indices, must be at least twenty five percent (25%) of the ABC of the largest package where the bidder is going to bid.

Statement of the Bidder's Single Largest Completed Contract (SLCC), using the form prescribed in Attachment "L", to be submitted during the bid opening and with the following supporting documents (Non submission shall be a ground for disqualification):

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

III. Financial Documents (Second Envelope)

- (i) Price Proposal Letter (Attachment “H”) and
- (ii) Price Proposal Form (Attachment “I”).

ATTACHMENT "E"

LETTER OF GUARANTEE

Attachment "E"

(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 power plants/delivery point(s) as follows:

(Indicate all power plants/delivery points proposed upon)

in accordance with Attachment "A" – Table of Delivery Points for Bidding and the terms and conditions called for in the Terms of Reference for this requirement.

Very truly yours,

(Name & Signature)
(Designation)

Doc. No. _____
Page No. _____
Book No. _____
Series of 201

ATTACHMENT "F"

OMNIBUS SWORN STATEMENT

Attachment "F"

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

Attachment “F”

(BAC), the Technical Working Group, and the BAC Secretariat, the head of the Project Management Office or the end-user unit, and the project consultants by consanguinity or affinity up to the third civil degree;

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

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

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

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

[Insert signatory's legal capacity]
Affiant

[Jurat]

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

ATTACHMENT "G"

TECHNICAL DATA SHEETS

TECHNICAL DATA SHEETS

SUPPLY AND DELIVERY OF ADDITIONAL 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 LHV		Btu/lb	D-240 / D-4868 /	19,600				
		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.

Name of Bidder : _____

Signature of Bidder : _____

ATTACHMENT "H"

PRICE PROPOSAL LETTER

Attachment "H"

Price Proposal Letter

Date: _____

To: NATIONAL POWER CORPORATION
BIR Road Cor. Quezon Ave., Diliman, Quezon City

Gentlemen:

Having examined the Terms of Reference for this requirement, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide [description of Supply] in conformity with the said Terms of Reference for the sum of [total Bid amount in words and figures] or such other sums as may be ascertained in accordance with the Price Proposal Form attached herewith and made part of this Proposal.

We undertake, if our proposal is accepted, to supply and deliver the Oil-Based Fuel in accordance with the delivery schedule specified in Attachments "A" – Table of Delivery Points for Bidding.

If our proposal is accepted, we undertake to provide a performance security in the form, amounts, and within the terms specified in the Terms of Reference.

We agree to abide by this Proposal and it shall remain binding upon us up to the full term of the contract. Until a formal Contract is prepared and executed, this Proposal, 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 any Proposal you may receive.

Dated this ____ day of _____ 202_____.

[signature]

[in the capacity of]

Duly authorized to sign the Proposal for and on behalf of _____

ATTACHMENT "I"

PRICE PROPOSAL FORM

NATIONAL POWER CORPORATION
OIL-BASED FUEL REQUIREMENTS FOR NOVEMBER 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 (Year/No)	Bid PbP/Liter	Discount PbP/Liter	Biofuel Cost PbP/Liter	Fuel Marking Fee PbP/Liter	Excise Tax PbP/Liter	Delivery Cost PbP/Liter	E-VAT (12%) PbP/Liter	Delivered Price PbP/Liter	Total Contract Price PbPesos
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
DIESEL OIL														
LUZON														
Marinduque/Quezon/North Luzon Area														
Marinduque	2,434													
LOT 1 - Marinduque ***														
1 Boac DP	1,800	DO	Tank Truck						0.06146	6.0000				
2 PB-120	230	DO	Tank Truck						0.06146	6.0000				
3 Tomijos DP	391	DO	Tank Truck						0.06146	6.0000				
4 Mongpong DP	13	DO	Tank Truck						0.06146	6.0000				
Quezon														
Per Plant														
1 Casiguran DP	340	DO	Tank Truck						0.06146	6.0000				
2 Palanan DP	46	DO	Tank Truck (a)						0.06146	6.0000				
Lot 2 - Quezon														
	124	DO	Tank Truck (a)						0.06146	6.0000				
1 Jomali DP														
2 Patnanungan DP														

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-BOG 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. 10983, "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. 18-2005.

$$E-VAT = [(0.98 \times \text{Bid} - \text{Discount}) + (0.02 \times \text{Biofuel Cost}) + \text{Fuel Marking Fee} + \text{Excise Tax} + \text{Delivery Cost}] \times 0.12$$
 [Note: Round off to four (4) decimal places]
 - N - Delivered Price = $(0.98 \times \text{Bid} - \text{Discount}) + (0.02 \times \text{Biofuel Cost}) + \text{Fuel Marking Fee} + \text{Excise Tax} + \text{Delivery Cost} + E-VAT$. [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 lot with individual plant sites delivery. An incomplete submission shall be non-responsive and disqualified outright.
- *** Lot with individual plant sites deliveries

Signature over Printed Name
Authorized Representative

Company Name

Date

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

SPUG POWER PLANTS AND BARGES
Schedule I - Diesel Oil

PLANT NAME	Quantity Kilons	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 PHP/Fees
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
DIESEL OIL														
LUZON														
Mindoro/Romblon Areas														
Per Plant														
1 Pulang Lupa Rental	1,417	DO	Tank Truck						0.06146	6.0000				
Lot 3 - Lubang														
Lot 3 - Lubang	375	DO	Tank Truck / Pipeline (b/c)						0.06146	6.0000				
1 Lubang DP														
2 Cabra DP														
3 Tingloy DP														
Lot 4 - Romblon***														
1 Romblon DP	232	DO	Barge/Tank Truck						0.06146	6.0000				
2 PB 106	292	DO	Barge/Tank Truck						0.06146	6.0000				
3 Sibuyan DP	95	DO	Barge/Tank Truck						0.06146	6.0000				
4 San Jose DP	80	DO	Barge/Refillable Drum **						0.06146	6.0000				
5 Banton DP	48	DO	Barge/Refillable Drum **						0.06146	6.0000				
6 Corcuera DP	82	DO	Barge/Refillable Drum **						0.06146	6.0000				
7 Concepcion DP	41	DO	Barge/Refillable Drum **						0.06146	6.0000				

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 2000 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 to R.A. 10063, "Tax Reform for Acceleration and Inclusion (TRAIN) Law" and BIR Revenue Regulations No. 2 - 2016.
- M - Amount of E-VAT at twelve percent (12%) pursuant to R.A. 9337 and BIR Revenue Regulation No. 18-2005.
E-VAT = [(0.88 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 = (0.88 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]

- (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.

** Refillable drums shall be owned and maintained by the Supplier.

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 lot with individual plant sites delivery. An incomplete submission shall be non-responsive and disqualified outright.

*** Lot with individual plant sites deliveries

Signature over Printed Name
Authorized Representative

Company Name

Date

NATIONAL POWER CORPORATION
OIL-BASED FUEL REQUIREMENTS FOR NOVEMBER 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 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
DIESEL OIL														
LUZON														
Bicol Area														
Lot 5 - Albay	165	DO	Tank Truck (a)						0.06146	6.0000				
1 Rapu-Rapu DP														
2 Batan DP														
Per Plant														
1 Palumbanes DPP	20	DO	Tank Truck (a)						0.06146	6.0000				

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 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.

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

N - Delivered Price = $(0.98 \times Bid - Discount) + (0.02 \times Biofuel Cost) + Fuel Marking Fee + Excise Tax + Delivery Cost + E-VAT$. [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 lot with individual plant sites delivery. An incomplete submission shall be non-responsive and disqualified outright.

Signature over Printed Name
Authorized Representative

Company Name

Date

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

SPUGO POWER PLANTS AND BARGES
Schedule 1 - Diesel Oil

PLANT NAME	Quantity Kiloliters	Fuel Type	Mode of Delivery	Source (Es-Refinery/Terminal Deposit/LEPZA)	Delivery Point (Year/No)	Bill Type	Discount	Refined Cost P/PL/Liter	Fuel Marking Fee P/PL/Liter	Excise Tax P/PL/Liter	Delivery Cost P/PL/Liter	E-VAT (12%) P/PL/Liter	Unladen Price P/PL/Liter	Total Contract Price P/PL/Plant
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
DIESEL OIL														
LUZON														
Northern Palawan														
Peer Plant														
1 San Vicente DP	188	DO	Tank Truck						0.05146	0.0000				
2 El Nido DP	790	DO	Tank Truck (a)						0.05146	0.0000				
3 Kalayaan DP	13	DO	Tank Truck (a)						0.05146	0.0000				
Let 8 - Bawanga														
1 Cullin DP	217	DO	Tank Truck / Pipeline (B/C)						0.05146	0.0000				
2 Lingsapian DP														
Peer Plant														
1 Talyay DP	310	DO	Tank Truck						0.05146	0.0000				
2 Anind DP	48	DO	Tank Truck (a)						0.05146	0.0000				
Southern Palawan														
Peer Plant														
1 Rizal DP	143	DO	Tank Truck						0.05146	0.0000				
Let 7 - Cuyo														
1 Cuyo DP	355	DO	Tank Truck / Pipeline (B/C)						0.05146	0.0000				
2 Cagayuhan DP														
3 Agulayan DP														
Peer Plant														
1 Balabac DP	41	DO	Tank Truck (b)						0.05146	0.0000				

NOTES (Letters refer to the column above):
 E - Bidder should indicate the location of the Local Source - Es-Refinery, Es-Terminal or Es-Deposit.
 F - In column for Delivery Point, indicate "YES" if fuel shall be delivered at the delivery point as specified in Section VII, Part B, Table of Delivery Points for Bidding. Indicate "NO" if different from said Section VII, Part B, 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% Business (FAME) that will be added with base Diesel Oil pursuant to R.A. 9397, 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 = FPM 0.00848 / liter (VAT inclusive).
 K - Excise Tax pursuant to R.A. 10963, "An Act to Amend Section 1103 of the Tax Code of 1997, to Increase the Excise Tax on Diesel Oil and to Amend Section 1104 of the Tax Code of 1997, to Increase the Excise Tax on Gasoline."
 L - Amount of E-VAT at twelve percent (12%) pursuant to R.A. 9397 and BIR Revenue Regulation No. 18-2006.
 M - E-VAT = (J + I + K + L) * Discount + (J + I + K + L) * Fuel Marking Fee + Excise Tax + Delivery Cost + E-VAT. [Note: Round off to four (4) decimal places]
 N - Delivered Price = (J + I + K + L) * Discount + (J + I + K + L) * Fuel Marking Fee + Excise Tax + Delivery Cost + E-VAT. [Note: Round off to zero (0) decimal places]
 O - Total Contract Price, P/PL = 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 1, 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 lot with individual plant/barge delivery. An incomplete submission shall be non-responsive and disqualified outright.

Signature over Printed Name _____ Date _____
 Authorized Representative _____ Company Name _____

NATIONAL POWER CORPORATION
OIL-BASED FUEL REQUIREMENTS FOR NOVEMBER 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 Pth/Liter	Discount Pth/Liter	Biofuel Cost Pth/Liter	Fuel Marking Fee Pth/Liter	Excise Tax Pth/Liter	Delivery Cost Pth/Liter	E-VAT (12%) Pth/Liter	Delivered Price Pth/Liter	Total Contract Price Pth/Pesos
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
DIESEL OIL														
VISAYAS														
Eastern Visayas														
Per Plant														
1 Limasawa DP	37	DO	Tank Truck (a)						0.06146	6.0000				
2 Biri DP	89	DO	Tank Truck (a)						0.06146	6.0000				
3 Maripipi DP	54	DO	Tank Truck (a)						0.06146	6.0000				
4 Tagapul-an DP	37	DO	Tank Truck (a)						0.06146	6.0000				
Lot 8 - Catbalogan														
1 Zumarraga DP	106	DO	Tank Truck (a)						0.06146	6.0000				
2 PB 113														
Lot 9 - Calbayog														
1 Almagro DP	52	DO	Tank Truck (a)						0.06146	6.0000				
2 Sto. Niño DP														
Lot 10 - Victoria														
1 Capul DP	163	DO	Tank Truck (a)						0.06146	6.0000				
2 San Antonio DP														

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. 9307, the Biofuels Act of 2006 and its IRR.

J - Fuel Marking Fee pursuant to OCF-BIR-BOC Joint Memorandum Order No. 1-2020 dated 28 August 2020. Fuel Marking Fee = Pth 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.

$E-VAT = [(0.06 \times \text{Bid} - \text{Discount}) + (0.02 \times \text{Biofuel Cost}) + \text{Fuel Marking Fee} + \text{Excise Tax} + \text{Delivery Cost}] \times 0.12$ [Note: Round off to four (4) decimal places]

N - Delivered Price = $(0.06 \times \text{Bid} - \text{Discount}) + (0.02 \times \text{Biofuel Cost}) + \text{Fuel Marking Fee} + \text{Excise Tax} + \text{Delivery Cost} + E-VAT$. [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 lot with individual plant sites delivery. An incomplete submission 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 NOVEMBER 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
DIESEL OIL														
MINDANAO														
Eastern Mindanao														
Per Plant														
1 Ninoy Aquino DP	198	DO	Tank Truck						0.06146	6.0000				
2 Katamansig DP	911	DO	Tank Truck						0.06146	6.0000				
3 Palimbang DP	84	DO	Tank Truck						0.06146	6.0000				
Lot 12 - Surigao	928	DO							0.06146	6.0000				
1 Dinagat DP			Tank Truck (b)											
2 PB 116			Tank Truck (a)											
3 Hikdop DP														
4 Loreto DP														

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 = $(0.98 \times \text{Bid} - \text{Discount}) + (0.02 \times \text{Biofuel Cost}) + \text{Fuel Marking Fee} + \text{Excise Tax} + \text{Delivery Cost} + E-VAT$. [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 lot with individual plant sites delivery. An incomplete submission 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 NOVEMBER 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 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
DIESEL OIL														
MINDANAO														
Western Mindanao														
Per Plant	97	DO	Tank Truck (a)						0.06146	6.0000				
1 Mapun DP														
Lot 13 - Basilan	2,427	DO	Tank Truck / Pipeline (b/c)						0.06146	6.0000				
1 Basilan DP														
2 PB-119														
3 PB-108														
4 Sacol DP														
Lot 14 - Sulu	2,140	DO	Tank Truck / Pipeline (b/c)						0.06146	6.0000				
1 Jolo DP														
2 Slasi DP														
Lot 15 - Tawi Tawi	515	DO	Tank Truck / Pipeline (b/c)						0.06146	6.0000				
1 Balimbing DP														
2 Sibutu DP														
3 West Simunul DP														
4 Sitangkai DP														
5 Tandubanak DP														
6 Tandubas DP														

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.

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

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

$O - Total Contract Price, Pesos = Delivered Price \times Quantity$ [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 lot with individual plant sites delivery. An incomplete submission shall be non-responsive and disqualified outright.

(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 or tanker at delivery point.

(c) For pipeline mode of delivery, fuel shall be withdrawn from Supplier's Refinery, Terminal or Depot via pipeline to (c)

Signature over Printed Name
Authorized Representative

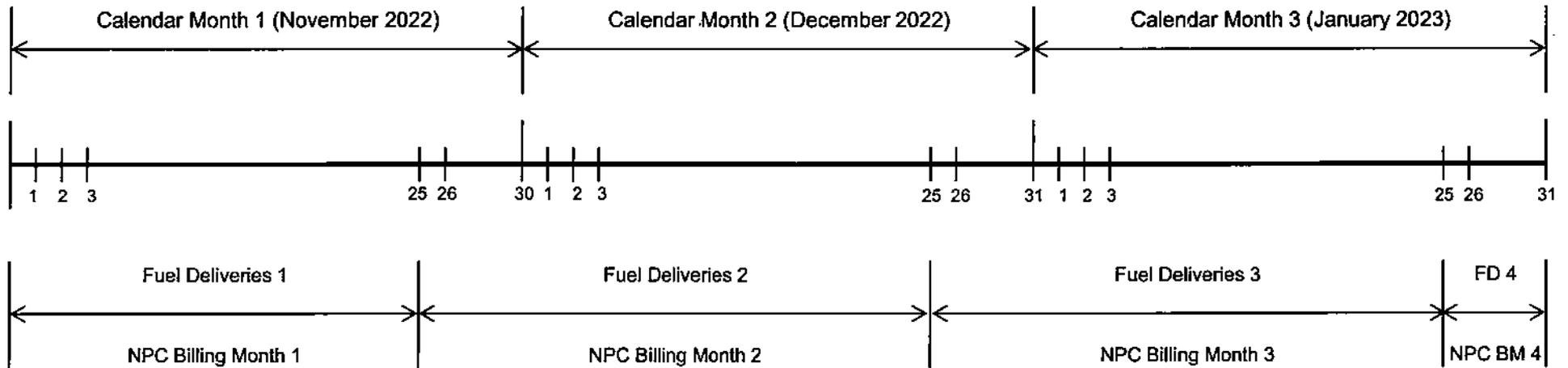
Company Name

Date

ATTACHMENT “J”

**SAMPLE COMPUTATION AND
LINE GRAPH FOR FUEL SUPPLY
– 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 December 2022.

Fuel Deliveries 2 = Payment due date is end January 2023.

Fuel Deliveries 3 = Payment due date is end of February 2023.

TERMS OF REFERENCE
 ATTACHMENT "J"
 SAMPLE COMPUTATION FOR FUEL SUPPLY ON PER ORDER BASIS

SUPPLY AND DELIVERY OF ADDITIONAL OIL-BASED FUEL TO SPUG POWER PLANTS AND BARGES FOR CY 2022
 NEGOTIATED PROCUREMENT - EMERGENCY CASES
 PR NO. HO-FMG22-006

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

ATTACHMENT "J"

SAMPLE COMPUTATION FOR FUEL SUPPLY ON PER ORDER BASIS

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

NEGOTIATED PROCUREMENT - EMERGENCY CASES

PR NO. HO-FMG22-006

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, 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

ATTACHMENT "J"

SAMPLE COMPUTATION FOR FUEL SUPPLY ON PER ORDER BASIS

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

NEGOTIATED PROCUREMENT - EMERGENCY CASES

PR NO. HO-FMG22-006

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

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

ATTACHMENT *J*

SAMPLE COMPUTATION FOR FUEL SUPPLY ON PER ORDER BASIS

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

NEGOTIATED PROCUREMENT - EMERGENCY CASES

PR NO. HO-FMG22-006

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)

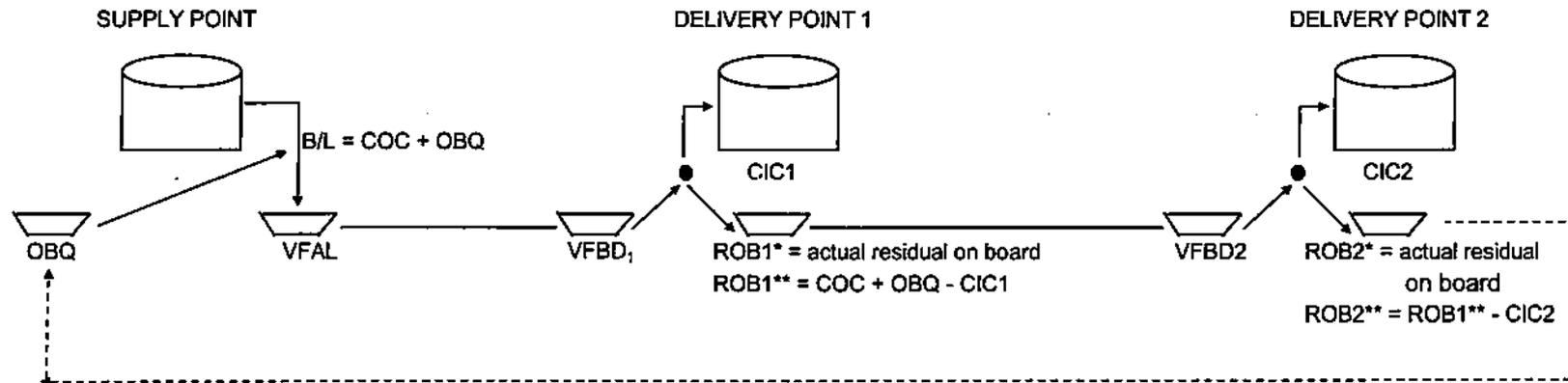
Week 1	2.4900
Week 2	1.9220
Week 3	4.6340
Week 4	4.0195
Total*	13.0655
* Convert to PhP/Liter, MOPS_PA =	4.1691

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

ATTACHMENT "K"

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

ATTACHMENT “L”

**SINGLE LARGEST COMPLETED
CONTRACT**

ATTACHMENT "L"

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 : _____